

## MEMORANDUM

Agenda Item No. 11(A)(4)

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**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** December 2, 2014

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

**SUBJECT:** Resolution declaring surplus,  
waiving Administrative Order  
8-4 as it relates to review by  
Planning Advisory Board, and  
authorizing lease, and if option to  
purchase is exercised,  
conveyance, pursuant to Florida  
Statutes Section 125.045, of  
County-owned property located  
at 1175 NW South River Drive,  
Miami, Florida; approving  
Agreement to Lease  
by and between County and  
NKMIA, LLC  
Resolution No. R-1071-14

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The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

  
\_\_\_\_\_  
R. A. Cuevas, Jr. *for*  
County Attorney

RAC/smm



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** December 2, 2014

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

**SUBJECT:** Agenda Item No. 11(A)(4)

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 Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(4)  
12-2-14

RESOLUTION NO. R-1071-14

RESOLUTION DECLARING SURPLUS, WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY PLANNING ADVISORY BOARD, AND AUTHORIZING LEASE, AND IF OPTION TO PURCHASE IS EXERCISED, CONVEYANCE, PURSUANT TO FLORIDA STATUTES SECTION 125.045, OF COUNTY-OWNED PROPERTY LOCATED AT 1175 NW SOUTH RIVER DRIVE, MIAMI, FLORIDA; APPROVING AGREEMENT TO LEASE BY AND BETWEEN COUNTY AND NKMIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR A TERM OF THIRTY YEARS, WITH TWO OPTIONS TO RENEW OF THIRTY YEARS EACH AT BELOW-MARKET RENTAL RATES WITH AN ESTIMATED FISCAL IMPACT FOR THE TERM, INCLUDING RENEWAL PERIODS, EQUAL TO \$15 MILLION OF ANTICIPATED RENT OVER 90 YEARS, AND INCLUDING THE GRANT OF AN OPTION TO PURCHASE SUCH PROPERTY AT BELOW-MARKET PRICE EQUAL TO \$1,241,696.00 (ASSESSED VALUE IN 2014), AND ADJUSTED OVER TIME PURSUANT TO THE CONSUMER PRICE INDEX AFTER SATISFACTION OF CERTAIN CONDITIONS; AUTHORIZING MAYOR OR DESIGNEE TO EXECUTE SAME AND EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN, INCLUDING RIGHTS TO CANCEL OR TERMINATE, AND COMPLETE ALL ACTS NECESSARY TO EFFECTUATE AGREEMENT TO LEASE, AND, IF OPTION TO PURCHASE IS EXERCISED, CONVEYANCE OF SUCH PROPERTY; AUTHORIZING CHAIRPERSON OR VICE CHAIRPERSON TO EXECUTE A COUNTY DEED IF OPTION TO PURCHASE IS EXERCISED; AND DIRECTING MAYOR OR DESIGNEE TO PROVIDE EXECUTED COPY OF AGREEMENT TO LEASE TO THE PROPERTY APPRAISER'S OFFICE

**WHEREAS**, Naeem Khan is the principal designer and owner of a privately owned fashion company that is currently located in New York City and which operates under the Naeem Khan fashion label, and NKMIA, LLC. ("NKMIA"), is a Delaware limited liability company which is affiliated with Mr. Khan; and

**WHEREAS**, NKMIA has expressed the desire to lease, and potentially purchase, the County-owned property located at 1175 NW South River Drive (the “Property”), with the purpose of using that location as its headquarters and principal place of business for both itself, and Naeem Khan Ltd., or a successor entity that is the primary entity designing, creating, fabricating and marketing products under the Naeem Khan luxury lifestyle, fashion and design brand; and

**WHEREAS**, NKMIA has indicated in exchange for the right to lease the Property, for a term of thirty (30) years, with the option to renew for two additional terms of thirty (30) years each, along with the option to purchase the Property during the initial term, that it is willing to make certain economic investments in Miami-Dade County, including: construction on the Property of a new 30,000 square foot facility with a minimum construction budget of \$6 million; repair and reconstruction of the seawall portion of the Property; development of the Riverwalk along the waterfront portion of the Property providing public access along the Miami River, in accordance with the City of Miami, Miami River Greenway Action Plan; and hiring fifty (50) new skilled full-time (or full-time equivalent) employees, who reside in Miami-Dade County, with an average salary of \$50,000.00, among other terms and conditions, all as reflected in the proposed “Agreement to Lease” between the County and NKMIA, in substantially the form attached hereto and incorporated herein as Exhibit A (the “Agreement to Lease”); and

**WHEREAS**, the economic impact achieved by NKMIA’s satisfaction of all of the minimum development conditions set forth in the Agreement to Lease have been estimated and are reflected in the table report attached hereto and incorporated herein as Exhibit B; and

**WHEREAS**, it is hoped that having the Khan affiliated entities locate on the Property would produce not only the economic benefits expressed above, but also encourage relocations by other members of the fashion industry and spur the further development of the fashion industry in Miami-Dade County; and

**WHEREAS**, Section 125.045(3), of the Florida Statutes provides that it “constitutes a public purpose to expend public funds for economic development activities, including...leasing or conveying real property...to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community;” and

**WHEREAS**, Section 125.045(5)(a) further describes “economic development incentives” to include “below-market rate leases or deeds for real property;” and

**WHEREAS**, the Board finds that the anticipated economic benefits the Agreement to Lease would justify the use of the economic development incentives contemplated by Section 125.045, Florida Statutes, specifically, including as incentives below-market rates for the lease and potential purchase of the Property; and

**WHEREAS**, the Agreement to Lease provides for annual rent at below-market rates in varying amounts throughout the initial and optional renewal terms, as follows: (a) \$9,573.00, during the first lease year, \$19,146.00, during the second lease year, and \$28,719.00, during the third lease year; (b) commencing with the fourth lease year through the fifteenth lease year, annual rent will be calculated by multiplying the amount of \$1,241,696.00 (which amount is equal to the Miami-Dade County Property Appraiser’s 2014 assessed value of the land), times the 30-year US Treasury Note Interest Rate plus two (2) percentage points; with an annual increase upward by the National Consumer Price Index (up to 3%) commencing with the fifth lease year. (c) commencing with the sixteenth lease year, the annual rent shall be calculated by multiplying the then market value of the land portion of the Property, as established by the

Miami-Dade Property Appraiser, times the 30-year US Treasury Note Interest Rate, plus two (2) percentage points, and commencing with the seventeenth lease year through the thirtieth lease year, each year's rent will be calculated by adjusting upward the prior year's rent by the annual National Consumer Price Index (CPI) for all Wage Earners & Clerical Workers, through the date of purchase, provided that such increases shall not exceed three percent (3.0%) in any one year, and (d) for each subsequent fifteen year period (i.e., years 31 – 45, 46 – 60, 61 – 75, and 76 – 90) the rent shall be calculated by using the same process as described in (c), above; and

**WHEREAS**, the Agreement to Lease provides that in the event NKMIA exercises its right to purchase the Property, the purchase price shall be a below market rate amount, which shall be calculated by taking the base amount of \$1,241,696.00 (which amount is equal to the Miami-Dade County Property Appraiser's 2014 assessed value of the land), which shall be increased annually from the date of lease execution until the time of purchase, by the National Consumer Price Index for all Wage Earners & Clerical Workers, and provided, such increases shall not exceed three percent (3.0%) in any one year; and

**WHEREAS**, the Agreement to Lease further provides that in order for NKMIA to exercise the purchase option, it must have satisfied all of the Minimum Development conditions (as defined in the Agreement to Lease), and have expanded its workforce to no less than 70 full time (or full time-equivalent) employees with an average salary of \$50,000.00, for at least twelve (12) months prior to such exercise, and must maintain satisfaction of such conditions for at least ten (10) years following the closing of such purchase, all as set forth in the Agreement to Lease, which requirement shall be contained in the conveyance documents transferring the Property to NKMIA after such purchase option is exercised; and

WHEREAS, at the time of adoption of Resolution No. R-909-14, by the Board, the Agreement to Lease was in the stage of continuous and ongoing negotiation and therefore, such resolution would not apply to this Agreement to Lease,

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

**Section 1.** The foregoing recitals are adopted as though fully set forth herein.

**Section 2.** This Board hereby declares the Property surplus, waives Administrative Order 8-4 as it pertains to review by the Planning Advisory Board, and pursuant to Section 125.045, Florida Statutes, authorizes the lease, and if the option to purchase is exercised, the conveyance, of the Property to NKMIA, LLC.

**Section 3.** This Board hereby approves the terms of the Agreement to Lease between the County and NKMIA, LLC, including the option to purchase contained therein, in substantially the form attached hereto as Exhibit A. The Mayor or designee is authorized to execute same and exercise any and all other rights conferred in the Agreement to Lease, including any rights to terminate or cancel, and to complete all acts necessary to effectuate the lease, and, if the option to purchase is exercised, the conveyance of the Property. If the option to purchase is exercised the Chairperson or Vice-Chairperson of this Board is authorized to execute a County Deed for such purpose, with appropriate reverter provisions in such form as approved by this Board in its discretion.

**Section 4.** Pursuant to Resolution No. R-974-09, if the option to purchase is exercised, and the Property is conveyed, this Board: (a) directs the Mayor or designee to record the instrument of conveyance containing the referenced restrictions on the use of Property, with the reservation of the County's rights in the event such restrictions are not observed, in the Public Records of Miami-Dade County and to provide a recorded copy of the instrument to the

Clerk of the Board within (30) days of execution of said instrument; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of the instrument together with this resolution.

**Section 5.** The Mayor or designee is hereby directed to provide to the Property Appraiser's Office an executed copy of the Agreement to Lease within thirty (30) days of its execution.

The Prime Sponsor of the foregoing resolution is Commissioner Bruno A. Barreiro. It was offered by Commissioner **Bruno A. Barreiro**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

|                      |                         |                      |               |
|----------------------|-------------------------|----------------------|---------------|
|                      | Rebeca Sosa, Chairwoman | <b>aye</b>           |               |
|                      | Lynda Bell, Vice Chair  | <b>aye</b>           |               |
| Bruno A. Barreiro    | <b>aye</b>              | Esteban L. Bovo, Jr. | <b>aye</b>    |
| Jose "Pepe" Diaz     | <b>aye</b>              | Audrey M. Edmonson   | <b>aye</b>    |
| Sally A. Heyman      | <b>aye</b>              | Barbara J. Jordan    | <b>aye</b>    |
| Jean Monestime       | <b>aye</b>              | Dennis C. Moss       | <b>absent</b> |
| Sen. Javier D. Souto | <b>absent</b>           | Xavier L. Suarez     | <b>nay</b>    |
| Juan C. Zapata       | <b>aye</b>              |                      |               |

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of December, 2014. 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

**Christopher Agrippa**

By: \_\_\_\_\_

Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "J. Bloch", is written over a horizontal line.

Jason E. Bloch

**NKMIA, LLC.**  
**AGREEMENT TO LEASE**

by and between

**Miami-Dade County, Florida,**  
a political subdivision of the State of Florida  
and

**NKMIA, LLC.**  
a Delaware corporation

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), dated as of the \_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date"), is made by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through the Internal Services Department (hereinafter "ISD"), having its principal office and place of business at 111 N.W. 1<sup>st</sup> St., Suite 2100, Miami, Florida 33128, (hereinafter called "County" or "Landlord"), and NKMIA, LLC, a Delaware limited liability company, having its principal office and place of business at 1175 NW South River Drive, Miami, Florida 33136 (hereinafter "NK" or "Tenant").

### WITNESSETH:

- A. With the intent of advancing the community interest and welfare of the County and enhancing and expanding economic activity in the County, the County and NK desire that NK develop on certain real property as defined below presently owned by the County, a project that will offer significant opportunities for the employment of residents of the County and for the redevelopment and revitalization of an area of the County.
- B. It is recognized that portions of the Demised Property (as defined herein) and adjacent area is in need of improvement and development for the public benefit of the residents of the County.
- C. The County has determined that the Demised Property is surplus to its needs.
- D. The County will lease approximately 0.975 acres of real property and provide additional support described further below to allow the Project (as defined herein) to be developed for the purpose and subject to the terms and provisions set forth in this Agreement.
- E. The County and NK desire to enter into this Agreement for the purpose of setting forth their respective rights, covenants, obligations, and liabilities with respect to the lease of the Demised Property.

**NOW THEREFORE** Landlord and Tenant mutually covenant and agree that this Lease is made upon the agreements, terms, covenants and conditions hereinafter set forth. Capitalized terms used herein in this Lease without being defined elsewhere herein shall have the definitions set forth in Article 2 hereof.

### **ARTICLE 1- DEMISED PROPERTY AND GENERAL TERMS OF LEASE**

**1.1 Lease of the Demised Property and Air Rights.** For and in consideration of the rents, other amounts due and owing to the County, covenants and agreements specified herein, and the rights reserved unto Landlord, its successors and assigns, Landlord agrees, pursuant to the terms of this Lease, and does hereby lease and demise unto Tenant, and Tenant does hereby take and hire, upon and subject to the conditions and limitations herein expressed, the Demised Property as defined in Article 2.12, to have and to hold the same unto Tenant, for the Term (as

defined herein). Landlord shall deliver possession of the Demised Property on the Commencement Date, at which time Tenant shall take possession thereof.

## 1.2 Term of Lease.

- **Commencement Date and Term.** The initial term of this Lease shall be *for thirty* (30) years commencing on the Commencement Date (as defined in Section 2.7) and ending on the date which is *thirty* (30) years from the Commencement Date, unless earlier terminated as provided for herein (the "Initial Term").

- **Renewal Option.** Provided that the Tenant has fulfilled all of its obligations under this Lease in all respects, and is otherwise not in breach or default of any obligation to the County, and provided that the Demised Property (or any portion thereof) is not the subject of any Taking (as described in Article 21) or under the formal or informal threat of Taking (or inverse condemnation), the Tenant shall have the right to exercise two (2) options (the "Options") to extend the Term, each for thirty (30) years. The Tenant may exercise the first Option no earlier than one (1) year prior to the expiration of the Initial Term nor later than one hundred eighty (180) days prior to the expiration of the Initial Term and may exercise the second Option no earlier than one (1) year prior to the expiration of the first Option nor later than one hundred eighty (180) days prior to the expiration of the first Option. The Initial Term plus the term of any Option exercised shall collectively be referred to in this Lease as the "Term." At the expiration or earlier termination of the Term, and provided that NK has not first exercised and completed its Option to Purchase the Property, the Demised Property shall revert back to Landlord, and all improvements thereon (except Tenant's removable personal property or fixtures) shall become the property of the Landlord at no cost or expense to the Landlord.

**1.3 Option to Purchase.** Provided that the Tenant has fulfilled all of its obligations under this Lease in all respects, and is otherwise not in breach or default of any obligation to the County, and provided that the Demised Property (or any portion thereof) is not the subject of any Taking (as described in Article 21) or under the formal or informal threat of Taking (or inverse condemnation), the Tenant shall, within the first thirty years of this Lease, have the right to exercise a one-time only-Option to Purchase the real property comprising the Demised Property under the following conditions.

- **Conditions Precedent.** The Option to Purchase shall not become exercisable until the follow conditions have been satisfied and have remained in place without substantial interruption for no less than twelve (12) months:

- ✓ NK has satisfied and completed the "Minimum Development" conditions specified in Sections 4.3 A and B and 4.5, below.

**Future Use of the Demised Property.** NK represents, warrants and guarantees that following any purchase of the Demised Property, 1) the Demised Property shall continue to be used for the Project (as defined herein) and 2) that satisfaction of the conditions precedent described above, including the Minimum Development shall continue for at least ten (10) additional years following the closing of such purchase. NK further agrees that any sale or transfer shall be subject to the County maintaining a reversionary interest in the Demised

Property, to ensure compliance with such future use, and that appropriate transfer instruments (such as the deed of sale) shall reflect such reversionary interest, the form and terms of which shall be in the sole and absolute discretion of the Board of County Commissioners.

- **Purchase Price.** In the event NK exercises the Option to Purchase, the purchase price shall be calculated by taking a base amount of \$1,241,696.00, adjusted as follows. The price shall increase (beginning with the Commencement Date and through the date that the Option to Purchase is exercised) by a factor equal to the National Consumer Price Index (CPI) for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indices or data of similar type. Provided, such increase shall not exceed three percent (3.0%) in any one year, and said increase shall be apportioned on a monthly basis to ensure that any partial year increase is accounted for in the sale price calculation.

- **Closing.** The closing of the purchase transaction shall be completed no later than sixty (60) days from the date the Option to Purchase is exercised. If the closing takes place any later than 60 days from the date of the exercise of the Option to Purchase, then the purchase price shall be increased further by any change in the CPI, as defined above, between the end of the 60-day period and the actual closing date, provided, however that the increase shall not exceed three percent (3%) for an annual rate of increase for the CPI. In no event, however, shall the closing take place later than three hundred and sixty-five (365) days from the date the Option to Purchase is exercised unless extended by the parties. If no closing occurs, the Option to Purchase shall become null and void.

**1.4 Condition Precedent to Effectiveness of Lease.** This Lease Agreement shall become effective ten (10) days after the date of its adoption by the Board, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by Miami Dade Board (“the Effective Date”).

**1.5 Conditions Related to the Notice to Proceed and Commencement of Construction.**

**A. Deadline for Initial Notice to Proceed.** Tenant shall be obligated to do all things necessary to allow issuance of Notice to Proceed (and shall so issue the Notice to Proceed) as to all Initial Minimum Development elements described in Section 4.3, no later than eighteen (18) months from the Effective Date of this Agreement.

**B. Conditions Precedent to Notice to Proceed and Commencement of Construction.** Before issuance of the Notice to Proceed and the Commencement of Construction of any portion of the Project, and in addition to the submission and approval process specified in Article 4 for construction generally, NK hereby agrees that it shall satisfy all of the following conditions precedent:

- ✓ No later than sixty (60) days prior to the issuance of Notice to Proceed, which shall be given by the Tenant to its contractor to begin any planned new construction or renovation on the Demised Property, NK shall have submitted to the County the Plans and Specifications (as hereinafter defined) with respect to the

Improvements to be constructed on the Demised Property, and in a manner approved by the County. NK further shall have obtained the construction permits, together with any other development approvals, necessary for commencement of construction of the Improvements on the Demised Property. NK shall remit to the County's Internal Services Department (ISD), in electronic format and as a hard copy, copies of the Plans and Specifications approved for the issuance of the Construction Permit.

✓ NK shall have entered into a valid and binding construction contract for the construction of the Improvements on the Demised Property. NK shall remit to the County's Internal Services Department (ISD), in electronic format and as a hard copy, copies of said above contract

✓ Approval of the Improvements to be constructed on the Demised Property by all third parties and government agencies, necessary for the commencement of the construction of such Improvements. NK shall remit to the County's Internal Services Department (ISD), in electronic format and as a hard copy, copies of such granted approvals.

✓ NK shall have provided to the County Mayor or his designee, with a copy to the County's Internal Services Department, for its approval, evidence reasonably acceptable to the County, that NK has the financial ability (including financing resources) to complete the development of the Improvements on the Demised Property.

**C. Additional Conditions.** Additionally, before each prime contractor commences its services related to any portion of the Project or any materials are purchased from a supplier, each such prime contractor shall execute, deliver to the County (with copies to the Tenant), and record in the public records of the County, a payment and performance bond equal to the total cost of construction of the Project. Each payment and performance bond shall be in compliance with all applicable laws including the terms of Section 255.05, Florida Statutes, and in compliance with the requirements of Section 255.05(1)(a) and (c), 255.05(3), and 255.05(6), and shall name the County and the Tenant beneficiaries thereof, as joint obligees. Tenant shall not allow any mechanics liens or materialman's liens, or liens, judgments or encumbrances of any kind, to be placed on, or to cloud title of, Landlord's property ("Encumbrances") and shall indemnify Landlord for any costs, expenses, or damages Landlord incurs by reason thereof. Tenant shall promptly take all steps required to promptly remove or otherwise resolve all such Encumbrances.

## **ARTICLE 2 - CERTAIN DEFINED TERMS**

In addition to other capitalized terms as defined in the introductory recitals or elsewhere in this Lease, when used in this Lease, the terms set forth below, shall be defined as follows:

**2.1 As-Built Plans** shall mean the final plans of the actual structures that are developed on the Demised Property. As-Built Plans are the design and Construction Plans checked in the field for accuracy and revised to show the actual condition, locations, elevations, and specifications of materials for the constructed Improvements and utilities, including, but not limited to, storm water management areas such as retention and detention basins. Actual

location of structures, including but not limited to, the top of any building(s), foundation(s), grades elevations, and other key locations are to be shown on the As-Built Plans.

**2.2** Affiliates shall mean any entity owned or controlled by Naeem Khan or members of his family, any entity in which Naeem Khan or any entity owned or controlled by Naeem Khan or members of his family possesses an equity interest of more than 25%, the Khan Fashion and Art Foundation (NFP), or an entity to which NK assigns its interest or part of its interest in this Agreement, it being noted that such assignment shall be subject to the consent of the Landlord.

**2.3** Board shall mean the Board of County Commissioners of Miami-Dade County, Florida.

**2.4** Buildings shall mean the buildings or structures (as the context indicates) and other Improvements to be erected on, above, or below the Demised Property, or a portion thereof, in accordance with Article 4 below (including any replacements, additions and substitutes thereof or renovations thereto).

**2.5** Certificate of Occupancy shall mean the certificate issued by the governmental agency and/or department authorized to issue a certificate of occupancy or certificate of completion, as applicable, evidencing that the applicable Building(s) is (are) ready for occupancy in accordance with applicable Laws and Ordinances.

**2.6** Code shall mean the Code of Miami-Dade County and /or the City of Miami or any other governmental agency having jurisdictional authority over the Demised Property and future development of the Demised Property.

**2.7** Commencement Date shall be the same as the Effective Date. If requested by the County, NK shall promptly execute a Confirmation of Commencement Date (in substantially the form attached as Schedule 1.2 hereto), however, the failure of the County to execute or insist on such form shall not affect the date of the Commencement Date.

**2.8** Commencement of Construction and Commenced Construction, when used in connection with construction of the Project, shall mean the earlier of the filing of the notice of commencement under *Florida Statutes*, Section 713.13, or the visible start of work on the Demised Property, including on-site utility, excavation or soil stabilization work (but specifically excluding any ceremonial groundbreaking). In order to meet the definition of "Commencement of Construction" or "Commenced Construction", such filing of the notice of commencement or visible start of work must occur after Tenant has issued the Notice to Proceed.

**2.9** Completion of Construction shall mean, the date a temporary or permanent Certificate of Occupancy is issued.

**2.10** Construction Commencement Date shall mean the date on which the Commencement of Construction occurs, which shall Tenant shall ensure will take place no later than 30 days from the Date of the Notice to Proceed.

**2.11** Construction Plans shall consist of the final design plans for the particular improvements, including the drawings and specifications which are in a format with sufficient detail, as required to obtain building permits for such improvements.

**2.12** Demised Property shall mean collectively the property legally described in Exhibit "A" (Property Boundary Survey), attached hereto and incorporated herein by reference, also known as 1175 NW South River Drive, Miami, FL with a County Folio" 01-3135-031-0010, all leased to Tenant in its "as-is" "where-is" condition, with any and all faults, and with the Landlord not offering any implied or expressed warranty as to the condition of the Demised Property and/or whether it is fit for any particular purpose, and subject to any and all obligations, restrictions, covenants and reservations contained in the Deed (Exhibit "C"), and all other exceptions, obligations, restrictions, covenants and reservations noted in the public records, and the Title Search Report attached or a title commitment to be obtained by Tenant at its option, including and/or in addition to the Resolutions by the City of Miami and Miami-Dade County, specifically, but not limited to, City of Miami Resolution No. 16065 of March 20, 1940; City of Miami Resolution No. 16066 of March 20, 1940; City of Miami Resolution No. 16162 of May 10, 1940; Miami-Dade County Resolution No. 1146 of March 29, 1940, and Miami-Dade County Resolution No. 1289 of November 8, 1940.

**2.13** Development Concept shall mean and refer to the overall initial site plan and renderings, of the building(s) to accommodate the uses as described in Section 4.3 A. NK shall submit a Development Concept document to the County for comment within 180 days after the Effective Date of this lease.

**2.14** Development Rights shall mean, for purposes of the Demised Property and this Lease, the rights granted pursuant to this Lease to Tenant to develop the Project.

**2.15** Events of Default shall be as defined in Section 19.1 (as to Events of Default by Tenant) and Section 19.7 (as to Events of Default by Landlord).

**2.16** Effective Date shall be the date ten (10) days after the date of the Lease's adoption by the Board, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by Board.

**2.17** Notice to Proceed shall mean the notice Tenant gives to any construction contractor to proceed with construction, demolition, or other development work on the Property

**2.18** Impositions shall mean all taxes, including, but not limited to, ad valorem taxes, and sales taxes, impositions, assessments, fees or any other levies by any governmental entity or other entity with appropriate jurisdiction and any and all liabilities (including interest, fines, penalties or additions) with respect to the foregoing.

**2.19** Improvements shall mean the Buildings to be constructed on the Demised Property, and the parking areas (including garages), and landscaping, other structures, facilities or amenities, and all related infrastructure, installations, fixtures, equipment, utilities, site-work and other improvements existing or to be developed upon the Demised Property.

2.20 **Land** shall mean the real property as legally described in **Exhibit "A"**.

2.21 **Landlord** shall have the meaning ascribed thereto in the opening paragraph of this Lease.

2.22 **Laws and Ordinances** shall mean all present and future applicable laws, ordinances, rules, regulations, 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 Demised Property.

2.23 **Lease** shall mean this Lease (including all exhibits and schedules) and all amendments, supplements, addenda or renewals thereof.

2.24 **Leasehold Mortgage** shall mean a mortgage or mortgages or other similar security agreements given to any Leasehold Mortgagee of Tenant's leasehold interest hereunder, and shall be deemed to include any mortgage or trust indenture under which Tenant's interest in this Lease shall have been encumbered.

2.25 **Leasehold Mortgagee** shall mean the holder of a Leasehold Mortgage, as approved by Landlord (not to be unreasonably withheld), and the successors or assigns of such holder, mortgagee or beneficiary, and shall be deemed to include the trustee under any such trust indenture and the successors or assigns of such trust.

2.26 **Lender** shall mean any Leasehold Mortgagee.

2.27 **Minimum Development** shall have the meaning ascribed to such term in Section 4.3.

2.28 **Annual Rent** shall have the meaning ascribed to such term in Section 3.1.

2.29 **Mortgage** shall mean a Leasehold Mortgage.

2.30 **Parcel** shall have the same meaning as the Demised Property.

2.31 **Permit** shall mean any permit issued or required to be issued by the appropriate governmental agency and/or department authorized to issue such permits, including but not limited to applicable permits for construction, demolition, installation, foundation, dredging, filling, the alteration or repair or installation of sanitary plumbing, water supply, gas supply, electrical wiring or equipment, elevator or hoist, HVAC, sidewalk, curbs, gutters, drainage structures, paving and the like.

2.32 **Plans and Specifications** shall mean the plans and specifications for all the work in connection with the demolition or alteration of any existing improvements, any new construction on the Demised Property and the alteration, construction and reconstruction of any portion of the Project required to be done or performed hereunder, including Improvements and

shall include any changes, additions or modifications thereof, provided the same are approved to the extent provided herein.

**2.33** Project shall mean the overall development on the Demised Property, as described in the Development Concept and in the Plans and Specifications to be submitted by Tenant.

**2.34** Rent shall mean Annual Rent.

**2.35** Subcontractors shall mean those subcontractors (or sub-subcontractors or suppliers at any tier) of Tenant's prime contractor who perform construction-related work for the Project.

**2.36** Taking shall mean the exercise of the power of eminent domain as described in Article 18.

**2.37** Taking Authority shall mean the federal, state or county government, or any agency, authority or entity possessing the power of eminent domain to transfer title to a property from one owner to the government, or to another agency, authority or entity.

**2.38** Tenant shall mean NKMIA, LLC a Delaware Limited Liability Company, and its permitted successors and assigns.

**2.39** Unavoidable Delays shall mean delays beyond the control of a party required to perform, such as, but not limited to, delays due to strikes; Acts of God; hurricanes; floods; fires; enemy action; civil disturbance; sabotage; restraint by court or public authority; litigation or formal administrative challenges by third parties to the execution or performance of this Lease or the procedures leading to its execution; or moratoriums. Foreseen or foreseeable events or conditions shall not constitute Unavoidable Delays.

**2.40** Uncurable Event of Default shall mean an Event of Default that is incapable of being cured by Tenant, or is personal to Tenant and/or is incapable of being cured by any party (including a Leasehold Mortgagee or any Foreclosure Purchaser) other than Tenant.

### **ARTICLE 3**

#### **RENT**

**3.1** Annual Rent. Tenant covenants and agrees to pay to Landlord the Annual Rent (as defined below) for the Term commencing upon the Commencement Date. The annual rent for each lease year shall be payable in advance on the first day of every month to Miami Dade County, 111 NW 1<sup>st</sup> Street, c/o Internal Services Department, Real Estate Development Division, Suite 2400, Miami, FL 33128, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein.

**3.2** Rental Amount Years 1 - 3. Commencing with the Commencement Date, Tenant shall pay for the first lease year, \$9,573.00, payable in twelve (12) equal monthly installments of \$797.75; for the second lease year, \$19,146 payable in twelve (12) equal monthly

installments of \$1,595.50; for the third year \$28,719 payable in twelve (12) equal monthly installments of \$2,393.25 all payable in advance on the first day of every month.

**3.3 Rental Amount Years 4 - 15.** Commencing with the fourth lease year, Tenant shall pay as Annual Rent \$1,241,696.00 times the 30 year US Treasury Note Interest Rate (as published by the United States Treasury Department), or its equivalent, if such index rate is discontinued in the future, plus two percentage points. (By way of example, if the 30 year US Treasury Note has a quoted interest rate of 3.30%, when two points are added, the rate would be 5.30%, producing an Annual Rent of \$65,809.88). Additionally, commencing with the fifth lease year, each additional year will be adjusted upward by the annual National Consumer Price Index (CPI) for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indices or data of similar type; such increase shall not exceed three percent (3.0%) in any one year.

**3.4 Rental Amount Years 16 - 30, 31 - 45, 46 - 60, 61 - 75, 76 - 90.** Commencing with the sixteenth lease year, and subject to Tenant's Option to extend the Term where applicable, Tenant shall pay as Annual Rent in the first year of each 15 year period the then Market Value of the land only as established by the Miami-Dade Property Appraiser times the 30 year US Treasury Note Interest Rate (as published by the United States Treasury Department), or its equivalent, if such index rate is discontinued in the future, plus 2 points. Additionally, commencing with the seventeenth lease year, and for each second year of successive 15 year periods (i.e. year 32, 47, 62 and 77) each additional year will be adjusted upward by the annual National Consumer Price Index (CPI) for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indices or data of similar type; such increase shall not exceed three percent (3.0%) in any one year.

3.5 INTENTIONALLY OMITTED

**ARTICLE 4**  
**DEVELOPMENT OF LAND AND CONSTRUCTION OF IMPROVEMENTS**

**4.1 Uses of the Demised Property.**

Tenant and Landlord agree, for themselves and their permitted successors and assigns, to devote the Demised Property to the uses specified and contemplated in this Lease and to be bound by and comply with all of the provisions and conditions of this Lease.

The parties recognize and acknowledge that the manner in which the Improvements are developed, used and operated are matters of importance to Landlord and to the general welfare of the community. Tenant agrees that at all times during the Term it will create a development on the Demised Property which will result in: (i) significant improvement to the Demised Property;

(ii) the construction of the Minimum Development as described in this Article so as to create capital investment and employment opportunities and concomitant enhancement of the County tax base and expansion of economic activity in the County, and that the foregoing is a material purpose of this Lease.

It is understood that a material purpose for the County entering into this Lease is the expectation, agreement and requirement that the Demised Property and the Improvements located on it, shall become and remain the headquarters and principal place of business for both NK, and Naeem Khan Ltd., or a successor entity that is the primary entity designing, creating, fabricating and marketing products under the Naeem Khan brand. Additionally, the Property may be used for the affiliated purposes of business and commerce related to luxury lifestyle, fashion and/or design under or related to the Naeem Kahn name, brand, and image, and the creative efforts of Naeem Khan and any business entity or other organization (however titled) through which such business, commerce, and efforts flow (collectively the "Khan Brand Commerce"), and the Tenant is therefore obligated to conform to the foregoing.

**4.2 Development Rights.** Tenant shall, within 180 days following the Effective Date of this lease, deliver to the County a Development Concept. Tenant has undertaken an Economic and Feasibility Analysis (attached here as Exhibit B) with respect to the Project. Tenant shall make such economic investments and expenditures to achieve the outcomes reflected in the Economic and Feasibility Analysis. The Development Concept may be amended in Tenant's discretion, subject to Landlord's reasonable approval of any material revisions, which approval shall not be unreasonably withheld, delayed or conditioned. Notwithstanding and prevailing over anything herein to the contrary, in no event shall those changes or amendments adversely impact, reduce or alter the Development Concept to less than the Minimum Development as expressed in Sections 4.3 A and B and 4.5. At all times the Project and the Development Concept must comport with the Minimum Development as expressed in Sections 4.3 A and B and 4.5.

**4.3 Minimum Development and Future Expansion.** Notwithstanding and prevailing over anything herein to the contrary, Tenant agrees, at a minimum, to satisfy the following requirements, which shall be deemed the "Minimum Development" and to maintain same throughout the Term of the Lease:

**A. Initial Minimum Development.** The following requirements shall be deemed the "Initial Minimum Development":

- To construct, among the Improvements, a fully-developed, state-of-the-art, environmentally-friendly, facility of no less than thirty-thousand square feet (30,000 sq. ft.), of indoor, finished, air-conditioned and furnished space, to house the headquarters of Naeem Khan Ltd., or a successor entity that is the primary entity designing, creating, fabricating and marketing products under the Naeem Khan brand, and the principal place of business for the Kahn Brand Commerce, which headquarters will initially consist of its management, commercial operations, design and production entities, and executive or artist-in-residence live/work space with an initial hiring requirement of no less than 50 new skilled full-time (or full-time equivalent) employees, who reside in Miami-Dade County, with an average annual salary of \$50,000 (such average to exclude compensation to Naeem Khan, individually and members of his family, including spouses). As a means of example, Naeem Khan, individually and members

of his family, including spouses who are employed by NK, may be used in the total count of employees that must equal to at least fifty(50) per this section of the Lease. So, if there are three (3) Khan family members, as defined above, employed by NK, then there would only have to be forty-seven(47) other non-family employees to reach the required total of fifty(50) employees. However, further, as a means of example, only the forty(47) non-Khan family employees would be used to calculate the required average salary of \$50,000 per year. The construction cost of the facility shall be a minimum of Six (6) Million Dollars (\$6,000,000). So as to assist in the oversight of the jobs requirements intended to be met in this section and in any other section of this Lease, NK shall provide to the County, on a quarterly basis, copies of the State of Florida UCT-6 reports along with the payroll reports for each quarter. These reports will provide the basis of oversight of the jobs requirements intended to be met in this section and in any other section of this Lease. In addition, NK will cooperate with the County to verify employment numbers required to be met in this Lease through physical inspections at sites where these employees are located and as may otherwise be reasonably required.

- This facility will additionally house the Khan Fashion and Art Foundation, a not-for-profit corporation whose main purpose it to collaborate with local fashion schools, colleges and universities to develop internships and other programs in the design and real working of the fashion industry. This facility and Tenant (and/or the Khan Fashion and Art Foundation) shall provide, meaningful educational and training opportunities to aspiring future couture professionals that reflect the gender, racial, ethnic and cultural makeup of the Miami-Dade County population and that are enrolled at the time of this collaboration in local fashion schools, colleges, and/or universities in Miami-Dade County.

- To repair/reconstruct the seawall directly adjacent to the Property (the "Seawall Repairs") and make any other improvements to the Property required to construct the Project. The Seawall Repairs shall be performed in accordance with applicable codes, laws, regulations, and standards and pursuant to necessary governmental approvals, by a licensed contractor specializing in marine repairs. Upon Tenant's completion of the Seawall Repairs, Tenant shall provide to the County a certification by a licensed engineer that the Seawall Repairs have been performed according to the submitted plans and applicable regulations and requirements.

- To develop the Riverwalk as required by The City of Miami and/or The Miami River Commission in accordance with the City of Miami, Miami River Greenway Action Plan as published in April 2001 and as further modified by any City of Miami legislative action or adoption into the City of Miami Zoning Code, Miami 21, updated to the time of the Effective Date of this Lease, along the waterfront providing public access along the Miami River.

**B. Phase II Development.** The following requirements shall be deemed the "Phase II Development":

- To expand the Tenant work force in Miami Dade County to no less than 70 skilled, full-time (or full-time equivalent) employees, who reside in Miami-Dade County with an average salary of \$50,000 (such average to exclude compensation to Naeem Khan, individually and members of his family including spouses), such amount to be adjusted upward by the annual National Consumer Price Index (CPI) for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor

Statistics or any successor agency of the United States that shall issue indices or data of similar type. As a means of example, Naeem Khan, individually and members of his family, including spouses who are employed by NK, may be used in the total count of employees that must equal to at least seventy(70) per this section of the Lease. So, if there are three (3) Khan family members, as defined above, employed by NK, then there would only have to be sixty-seven(67) other non-family employees to reach the required total of seventy(70) employees. However, further, as a means of example, only the sixty-seven(67) non-Khan family employees would be used to calculate the required average salary of \$50,000 per year(or as adjusted by the CPI as noted above). NK shall provide to the County, on a quarterly basis, copies of the State of Florida UCT-6 reports along with the payroll reports for each quarter. These reports will provide the basis of oversight of the jobs requirements intended to be met in this section and in any other section of this Lease. In addition, NK will cooperate with the County to verify employment numbers required to be met in this Lease through physical inspections at sites where these employees are located and as otherwise may be reasonably required.

- NK Shall be obligated to complete the Phase II Development and it shall be a condition precedent to the exercise of the Option to Purchase.

**C. Future Expansion.** In addition to the above Initial Minimum development, and provided that the following shall be consistent with the other terms and conditions of this Lease, it shall be considered a permitted use of the Demised Premises for NK to design, construct and operate an expanded facility through partnerships, outside investments or self-financing, a full lifestyle and fashion house, including but not limited to a state-of-the-art employment lab and training facility, a shared workspace environment offering dynamic solo-entrepreneurs in the world of high growth fashion, design, fashion media and other media and related technology, a creative and collaborative space to focus on development of related, creative industries in Miami Dade County. The expanded facility will house fashion shows, a designer restaurant/bar, photography studio and work spaces and live/work spaces as well as a center for training in the unique art of couture techniques, beading and embroidery, which are a hallmark of the Naeem Khan brand. The Future Expansion, if completed, shall be deemed to be consistent with the prerequisite for the Option to Purchase provided that NK has met the Phase I Minimum Development and the Future Expansion includes NK employing at least the same number of additional personnel at the same average annual salary as set forth in Section 4.B. Any Future Expansion shall be in accord with applicable zoning regulations.

It is understood that the Future Expansion, and the Demised Property in general, is not intended to permit residential or lodging uses under the Lease. Thus notwithstanding the contemplation of possible live/work spaces, the following restrictions shall apply: in no event shall the design, or actual use, of the Demised Property (or the Improvements) for residential or lodging purposes exceed seven per cent (7%) of the total square footage of the Improvements (or any single Improvement); any overnight guests on the Demised Property shall be limited to artists or designers then currently actively working on the Demised Property; no guest shall be permitted to reside on the Demised Property for more than thirty (30) consecutive days, or more than sixty(60) days in any twelve-month period; no more than three (3) guests may reside on the property at any given time;

**4.4 Unavoidable Delays.** Other than Tenant's obligation to pay rent or other amounts due to Landlord, the party obligated to perform shall be entitled to a reasonable extension of time because of its inability to meet a time frame or deadline specified in this Lease where such inability is caused by an Unavoidable Delay, provided that such party shall, within fifteen (15) days after it has become aware of such Unavoidable Delay, give notice to the other party in writing of the causes thereof and the anticipated time extension necessary to perform. Neither party shall be liable for loss or damage or deemed to be in default hereof due to any such Unavoidable Delays, provided that party has notified the other as specified in the preceding sentence and further provided that such Unavoidable Delay did not result from the fault, negligence or failure to act of the party claiming the delay.

**4.5 Outside Date for Minimum Development Completion; Termination.**

**A. Initial Minimum Development.** Tenant shall ensure that Completion of Construction shall be achieved for the Initial Minimum Development portion of the Project within forty-eight (48) months after the Commencement Date. The employment requirements of Section 4.3 shall be met no later than 36 months after the completion of construction and receipt of a certificate of occupancy for the facility.

**B. Extensions and Remedies.** However, such periods shall be extended for each day construction is delayed by an Unavoidable Delay, provided that Tenant has provided Landlord written notice within five (5) days of the commencement of such delay, which explain the causes for the delay, requests a specific extension period and the reasons for it, and articulates the measures Tenant intends to take to mitigate the delay, and further provided that Tenant promptly and diligently acts to mitigate such delay. . If Completion of Construction has not been achieved, or the Initial Minimum Development has not been satisfied by the deadlines set forth in this section, or by the deadlines as extended, it shall be a Tenant Event of Default and the Landlord shall have all remedies available as set forth in this Lease, including, but not limited to the right to terminate the Lease.

**4.6 Tenant's Right to Terminate.** If within one (1) year from the Effective Date the Tenant determines that Tenant is not able to develop the Project substantially as contemplated in Article 4 and as illustrated in the Development Concept, then, in addition to any other rights Tenant has hereunder, Tenant shall have the right to terminate this Lease by immediately giving written notice to Landlord. In such event this Lease shall terminate fifteen (15) days following the Landlord's receipt of such notice of termination and any and all construction materials located on the Demised Property and not incorporated therein, may be retained by Tenant.

**4.7**

• **Grants.** The County agrees to perform any ministerial or minor administrative actions related to grant applications and necessary provided that the County shall have no obligation to expend any funds in such efforts, and makes no guarantees, commitments, or representations that any such funding is available or will be provided. In no case shall the County be required to undertake any liability, or other obligations, or to waive, relinquish or diminish any right or privilege, in connection with such actions, and that in no case shall any

such action result in any waiver, relinquishment or diminishment of any County right or privilege.

**4.8 Construction; Delegation and Landlord Joinders.** Tenant shall have the right to develop and to construct or cause construction of the Improvements, subject to the terms and conditions of this Lease.

Subject to Section 4.9, Landlord, as owner of the Demised Property, through its Mayor or Mayor's designee, agrees to reasonably assist in the joining in of any plat or zoning applications, final plat(s), required dedications/designations, or modifications, declarations (including those requested or required by the County, the City of Miami or any agency thereof as part of any application), permits (including, without limitation, building permits, paving and drainage permits and other permits relative to the development and operation of the Project), and other documents and/or agreements, including but not limited to water and sewer agreements, estoppels and non-disturbance and attornment agreements, as may be necessary for Tenant to develop and use the Demised Property in accordance with the Plans and Specifications and/or the Development Concept as specified herein, provided that such joinders by Landlord shall be at no cost to Landlord other than its cost to review such documents, shall not impose additional obligations or liabilities or potential obligations or liabilities on Landlord, and also provided that form and provisions of such documents, shall be acceptable to Landlord in its sole discretion. And further provided that, notwithstanding any of the foregoing, it is the intention of this Section to address only ministerial, or minor administrative actions required of the County and not to require material or substantive obligations or undertakings by the County related to such applications, agreements or any other efforts contemplated above. Moreover, in no case shall the County be required to waive, relinquish or diminish any right or privilege, in connection such efforts contemplated above, and that in no case shall any such effort result in any waiver, relinquishment or diminishment of any County right or privilege.

**4.9 Miami-Dade County's Rights As Sovereign.**

The County retains all its sovereign prerogatives and rights as a county under State and local law with respect to the planning, design, construction, development and operation of the Project. It is expressly understood that notwithstanding any provisions of this Lease and the County's status thereunder:

(a) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State and local law and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and regulations whatever nature applicable to the planning, design, construction and development of the Project, or the operation thereof, or be liable for the same; provided, without diminishing the foregoing, that the County (in its capacity as Landlord) agrees to reasonably cooperate with NK in NK's efforts to expedite permits and entitlements and in NK's effort to seek waiver fees where possible, and

(b) The County shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning, development or otherwise under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Project.

Notwithstanding and prevailing over any contrary provision in this Agreement, any County covenant or obligation that may be contained in this Lease Agreement shall not bind the Board, the County's Regulatory and Economic Resources Department, the Division of Environmental Resources Management, or any other County, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld, or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its/their police power(s).

**4.10 Conformity of Plans.** Plans and Specifications and Construction Plans, and all work by Tenant with respect to the Demised Property and Tenant's design, development and operation of the Improvements thereon shall be in conformity with this Lease, applicable building codes, Laws and Ordinances, and all other applicable federal, state, county and local laws and regulations, if any.

**4.11 Design Plans; Review and Approval Process.**

- No later than 60 days prior to any submission to any governmental department and/or agency having jurisdictional authority over the Project seeking such department's/agency's approval and/or Permit, Tenant shall submit a complete set of such proposed Plans and Specifications to ISD for review, coordination and approval as to whether or not they meet the Minimum Development requirements of Section 4.3. For each submittal to the ISD (collectively "Plan Submittals"), Tenant shall submit two (2) sets of prints with the date noted on each print. In addition, the Tenant shall provide ISD with a courtesy copy of the Plans and Specifications and Construction Plans at the time they are approved for a Building Permit, or other permit or approval by governmental department and/or agency.

- The County hereby acknowledges the Economic and Feasibility Analysis attached hereto as **Exhibit "B"**. Tenant represents that it shall make such economic investments and expenditures to achieve the outcomes reflected in such Economic Impact Analysis. Tenant shall submit to the County any proposed amendments to the Development Concept for its consideration and approval.

- At Tenant's request, Landlord shall, at Tenant's expense, (i) join in (or consent to, as required) and reasonably assist Tenant in the execution, submission and processing of all of the applications for approvals, including the execution and submittal of any declarations of restrictions reasonably requested by the reviewing agency or governmental body and acceptance of any conditions reasonably imposed by the reviewing agency or governmental body and (ii) cooperate with Tenant's efforts in securing incentives through the Beacon Council or any other public or private agency or organization. In that regard, notwithstanding the notice provisions contained in Section 20.1 hereof regarding when notices are deemed given, Tenant, agrees to provide Landlord with any plans or other documents it intends to submit to any reviewing

agency or governmental body not less than ten (10) business days prior to submission of same to any reviewing agency or governmental body, and Landlord shall execute and return any required joinders or consents within ten (10) business days following actual receipt of such joinders or consents from Tenant. Provided that, notwithstanding any of the foregoing, it is the intention of this provision to address only ministerial, or minor administrative actions required of the County and not to require material or substantive obligations or undertakings by the County related to such permit applications, zoning applications, revisions to site plans, or any other efforts contemplated above. Moreover, in no case shall the County be required to undertake any liability, or other obligations, or to waive, relinquish or diminish any right or privilege, in connection such efforts contemplated above, and that in no case shall any such effort result in any waiver, relinquishment or diminishment of any County right or privilege.

**4.12 Subdivision of Demised Property and "As-Built" Plans.** To the extent legally permissible and without waiving any of Landlord's sovereign rights as set forth herein, should the Landlord or the applicable governing agency having jurisdiction over the Demised Property, determine that the Demised Property needs to be platted, the Tenant shall, at its own cost and expense, undertake such responsibility to secure a plat(s) of the Demised Property or a Waiver of Plat. Further, at the completion of the entire Project any stage of the Project, or any Improvement, Tenant shall provide Landlord with two (2) sets of As-Built Plans of the completed portion.

**4.13 Tenant Development Obligations.** ISD's and/or the County's approval (or deemed approval) of the Development Concept and Plans and Specifications pursuant to this Lease shall not relieve Tenant of its obligations under law to file such Plans and Specifications with any department of Miami-Dade County, the City of Miami or any other governmental authority having jurisdiction over the issuance of building, zoning or other Permits and to take such steps as are necessary to obtain issuance of such Permits. Tenant acknowledges that any approval given by ISD (or deemed approval) pursuant to this Article 4, shall not constitute an opinion or agreement by the County that the Construction Plans are structurally sufficient or in compliance with any Laws or Ordinances, and no such approval (or deemed approval) shall impose any liability upon the County.

**4.14 Facilities to be Constructed.** Notwithstanding anything herein to the contrary, Landlord shall not be responsible for any costs or expenses associated with or related to Buildings, the Project, the Improvements, or the Demised Property, including, but not limited to, the design, development, construction, capital replacement, operation and/or maintenance of the Buildings, the Project, the Improvements or the Demised Property.

**4.15 Progress of Construction.** Subsequent to the Commencement Date, Tenant shall submit reports to ISD, quarterly or at some other greater frequency reasonably and mutually agreed to, of the progress of Tenant with respect to development and construction of the Project. Tenant, by executing this Lease, represents it has visited the site, is familiar with local and all other conditions under which the construction and development is to be performed, will perform or cause the performance of all test borings and subsurface engineering, and all other testing, inspection and engineering, generally required at the site under sound and prudent engineering practices, and will correlate the results of the test borings and subsurface engineering and other available studies and its observations with the requirements of the construction and development

of the Improvements and the Project. Landlord makes no warranty as to soil and/or subsurface conditions or any other conditions of the Demised Premises. Notwithstanding and prevailing over any contrary provisions hereof, including, but not limited to, those provisions regarding Unavoidable Delays, Tenant shall not be entitled to any adjustment of Rent or Use Charge payments or of any applicable time frame or deadline under this Lease in the event of any abnormal or unexpected subsurface, or other, conditions.

**4.16 Ownership of Improvements.** All Buildings and Improvements and all material and equipment provided by Tenant which are incorporated into or become a part of the Project shall, upon being added thereto or incorporated therein, and the Project itself, be and remain the property of Tenant, but subject to the same (though excluding the personal property and movable fixtures of Tenant and any subtenants) becoming the property of Landlord, at no cost and expense to the Landlord, at the expiration or termination of the Term of this Lease unless NK shall exercise and complete its option to acquire the property through purchase.

**4.17 [Reserved]**

**4.18 Connection of Buildings to Utilities.** Tenant, at its sole cost and expense, shall install or cause to be installed all necessary connections between the Buildings and Improvements constructed or erected by it on the Demised Property, and the water, sanitary and storm drain mains and mechanical and electrical conduits and other utilities, whether or not owned by Landlord (but which may be owned by Miami-Dade Water and Sewer Authority or any other governmental agency). Tenant shall pay for all costs, if any, associated with locating and installing such connections and new facilities for sewer, water, electrical, and other utilities as needed to service the Demised Property.

**4.19 [Reserved.]**

**4.20 Off-Site Improvements.** Any off-site improvements required to be funded, designed, developed, constructed or contributed by any applicable Laws or Ordinances as a result of Tenant's development of the Demised Property shall be funded, designed, developed, constructed or contributed by Tenant. Should the Tenant determine, in its sole discretion, that the required off-site improvements are an unreasonable burden upon Tenant, Tenant may terminate this Lease, in the same manner and to the same effect as provided in Section 4.21, any time prior to the one (1) year anniversary of the Effective Date.

**4.21 Introduction of Waste or Hazardous Materials.** The Tenant agrees that in its use of the Demised Property it shall comply with any and all applicable Laws and Ordinances regarding waste and hazardous materials. Tenant shall not cause or allow on or upon the Demised Property, or as may affect the Demised Property, any act which may result in the discharge of any waste or hazardous materials, or otherwise damage or cause the depreciation in value to the Demised Property, or any part thereof due to the release of any waste or hazardous materials on or about the Demised Property, other than amounts customarily used in the construction of the Improvements or contemplated to be used in Tenant's use of the Project, all in accordance with all applicable Laws and Ordinances. The Tenant further hereby agrees to immediately notify the Landlord, in writing, should Tenant have actual knowledge of the occurrence of an accident or incident in which any waste and/or hazardous materials are released

or otherwise discharged on or about the Demised Property. The term hazardous materials shall mean any explosives, radioactive materials, friable asbestos, electrical transformers, batteries, and any paints, solvents, chemicals, or petroleum products, as well as any substance or material defined or designated as a hazardous or toxic waste material or substance, or other similar term or substance used by any federal, state, municipal or local environmental statute, regulation or ordinance presently or hereinafter in effect, as such statute, regulation or ordinance may be amended from time to time.

**During the Term, should the Tenant be responsible for any waste and/or hazardous material being released, exposed or otherwise discharged on or about the Demised Property after the Effective Date, it shall be the Tenant's sole responsibility at its cost to remediate said discharge on or about the Demised Property; provided, however, that Tenant shall have no liability or responsibility for any release or the presence of waste or hazardous material in, on or under the Demised Property which, was not caused by or the responsibility of the Tenant, and through no fault of Tenant (i) existed prior to the Effective Date, (ii) was caused by the County, (iii) first arises subsequent to the expiration or earlier termination of this Lease (unless caused by the Tenant).**

**4.22 Designation of Landlord's Representative.** Except as otherwise specifically provided for in this Agreement, the County Mayor or his designee shall have the power, authority and right, on behalf of the Landlord, in its capacity as Landlord hereunder, and without any further resolution or action of the Board to, so long as such approvals or actions do not cause the Landlord to incur costs or additional contractual or other obligations and/or liabilities, and are consistent with Section 23.6 of this Lease:

- review and approve, in writing, documents, Plans and Specifications, applications (not including funding applications), requests, estoppels and joinders and consents required or allowed by Tenant to be submitted to Landlord in accordance with the existing terms of this Lease;
- Consent to and approve in writing, actions, events, and undertakings by Tenant for which consent is required from the Landlord under the existing terms of this Lease;
- Make appointments of individuals or entities required to be appointed or designated by Landlord in this Lease;
- Execute non-disturbance agreements and issue estoppel statements as provided elsewhere in this Lease, provided same shall create no obligations to, or rights in, any third parties; and
- Execute any and all ministerial documents on behalf of Landlord necessary or convenient to the foregoing approvals, consents, and appointments.
- Execute on behalf of the Landlord the documents, set forth in Section 4.4.

**4.23 Creating Sustainable Buildings.**

A.) Tenant shall design the Project to be consistent with a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED), but shall not be required to obtain a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) relative to the Project. Though Tenant's goal is to obtain such certification rating, in the event Tenant does not obtain such certification rating, provided it has used its best efforts to do so, Tenant shall not be in default under this Lease and Landlord shall have no right to enforce the terms of this Section 4.20 or exercise any remedies relative to such absence of a certification rating.

B.) The LEED Silver certification or designation relative to the Project is outlined by the U.S. Green Building Council. The Tenant agrees to regularly provide the Landlord with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the Project relative to the LEED Silver designation from the U.S. Green Building Council. As noted earlier in this Section 4.21, the Project may not necessarily be constructed in a manner so as to achieve a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED).

C.) Further, the LEED Silver certification or designation is a description or label designed to establish the level of energy efficiency and sustainability for Buildings and Improvements of the overall Project; and should substantially improve the "normal" or "regular" energy efficiency and indoor air quality for the overall Project. Beyond these environmentally responsible steps, the Tenant specifically agrees to consider additional steps or means to improve and/or protect the environment with regard to the Project, and inform the Landlord of any and all such additional methods or ways that the Tenant will utilize "green building standards" in the design and construction of the overall Project in an effort to achieve the important goals of creating a healthy place to work as well as an environmentally responsible development in the community. Tenant's decision whether to incorporate or adopt any such additional steps or means shall be made in Tenant's sole and absolute discretion.

## **ARTICLE 5** **PAYMENT OF TAXES, AND ASSESSMENTS**

### **5.1 Tenant's Obligations for Impositions.**

Tenant shall pay or cause to be paid all Impositions, before any fine, penalty or interest may be added thereto, including but not limited to any real estate tax, sales tax, *ad valorem* tax or similar Impositions which at any time during the Term of this Lease are due and owing or have been, or which may become, a lien on the Demised Property or the Improvements or any part thereof; provided, however, that:

- If any Imposition (for which Tenant is liable hereunder) may by law be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), at the option of Tenant, Tenant may pay the same in installments, including any accrued interest on the unpaid balance of such Imposition, provided that Tenant shall pay those installments which are to become due and payable after the expiration of the Term of this Lease, but which relate to a fiscal period fully included in the Term of this Lease; and

- If any Imposition for which Tenant is liable hereunder relating to a fiscal period, a part of which period is included within the Term of this Lease and a part of which is included in a period of time after the expiration or termination of the Term, shall be adjusted between Landlord and Tenant as of the expiration or termination of the Term so that Tenant shall pay only that portion of such Imposition that is applicable to the period of time prior to expiration or termination of the Term, and Landlord shall pay the remainder thereof if it is otherwise obligated to do so.

- If any Imposition relates to the period prior to the Effective Date or after the expiration or earlier termination of the Term, it shall be the sole responsibility and obligation of Landlord.

**5.2 Contesting Impositions.**

- Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition for which Tenant is or is claimed to be liable, by appropriate proceedings diligently conducted in good faith but only after payment of such Imposition (provided such payment is required by applicable law), unless such payment or payment thereof under protest would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of Section 5.1 herein, Tenant may postpone or defer payment of such Imposition if:

- (i) Neither the Demised Property, the Improvements nor any part thereof would by reason of such postponement or deferment be in imminent danger of being forfeited or lost; and

- (ii) Upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof, if any, as finally determined in such proceedings, together with any required costs, fees, including attorneys' fees, interest, penalties and any other liability in connection therewith that are imposed upon Tenant in accordance with applicable Laws and Ordinances.

**ARTICLE 6**  
**SURRENDER**

**6.1 Surrender of Demised Property.** On the last day of the Term, or upon any earlier termination of this Lease, Tenant shall surrender and deliver up the Demised Property to the possession and use of Landlord without delay and, subject to the provisions of Articles 16 and 18 herein, with the Improvements in their then "as is" condition and subject to reasonable wear and tear, Acts of God, and casualties, at no cost or expense to the Landlord. Tenant shall take reasonable steps to ensure the safety, security and integrity of Demised Premises and Improvements, and shall be obligated to reasonably cooperate with Landlord in the transition of the surrender of same.

**6.2 Removal of Personal Property.** Where furnished by or at the expense of Tenant or secured by a lien held by either the owner or a Lender financing same (or otherwise owned by Tenant or any permitted subtenant), signs, furniture, furnishings, movable trade fixtures, business equipment and alterations and/or other similar items may be removed by Tenant, or, if approved by Tenant, any lienholder at, or prior to, the termination or expiration of this Lease; provided however, that if the removal thereof will damage a Building or Improvement or necessitate changes in or repairs to a

Building or Improvement, Tenant shall, prior to the expiration or termination date, repair or restore (or cause to be repaired or restored) the Building or Improvement to a condition substantially similar to its condition immediately preceding the removal of such furniture, furnishings, movable trade fixtures and business equipment, or pay or cause to be paid to Landlord, prior to the expiration or termination date, the reasonable cost of repairing any damage arising from such removal.

**6.3 Rights to Personal Property after Termination or Surrender.** Any personal property of Tenant which shall remain in the Demised Property after three (3) months following the termination or expiration of this Lease, may, at the option of Landlord, be deemed to have been abandoned by Tenant and, said personal property may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit.

**ARTICLE 7**  
**INSURANCE AND INDEMNIFICATION**

**7.1 Insurance.** Landlord and Tenant hereby agree that the terms and provisions governing the insurance required pursuant to this Lease are contained in Section 7.4, and in Schedule 7.1 hereto, which is hereby incorporated herein by reference.

**7.2 Indemnification and Duty to Defend.** Tenant shall defend, indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities (the "Landlord Indemnified Parties") from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of any claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance or non-performance of this Lease by the Tenant (and Affiliates and Non-Party Affiliates) and/or their employees, agents, servants, partners, principals or subcontractors. 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 Landlord Indemnified Parties, where applicable, including any and all appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

**7.3 Liability for Damage or Injury.** Landlord shall not be liable for any damage or injury which may be sustained by any party, person or any personal property located on the Demised Property other than the damage or injury caused solely by the negligence of Landlord, its officers, employees, or agents, and all of which is subject to the conditions and limitations of *Florida Statutes*, Section 768.28. Nothing herein shall be construed as a waiver or limitation of the conditions and limitations of such statute.

**7.4 Compliant Use and Title Insurance.** Tenant represents and warrants that all intended uses, and actual uses, of the Property shall not be in violation of or contrary to the exceptions, obligations, restrictions, covenants and reservations noted in Section 2.12, and shall obtain title insurance for the benefit of itself and the County, and naming itself and the County as insureds, in an amount equal to the fair market value of the Property. It is understood that any claim or proceeding existing which contends otherwise, shall trigger Tenant's obligation of Indemnification and Duty to Defend as specified in Section 7.2.

7.5 **Survival.** The provisions of this Article 7 shall survive any termination or expiration of this Lease.

## ARTICLE 8 OPERATION

8.1 **Control of Demised Property.** Landlord agrees that, subject to any express limitations and approvals imposed by the terms of this Lease, Tenant shall be free to perform and exercise its rights under this Lease. Tenant hereby agrees that any and all utilities with respect to the Demised Property shall be in the name of the Tenant. However, from and after the Effective Date, under no circumstance whatsoever, shall the Landlord be responsible for any utilities on the Demised Property, including, but not limited to, the installation, maintenance, initial cost or fee and/or any on-going charges or fees. Tenant hereby agrees to pay any and all such utilities relating to the Demised Property in a timely manner, so as to avoid any lien or encumbrance on the Demised Property.

8.2 **Repair and Relocation of Utilities.** Tenant, at its sole cost and expense and with the prior written approval of the appropriate utility agrees to maintain and repair, replace and relocate as necessary, utility facilities within the Demised Property required for the build-out of the Development Concept, or for the operation of the Demised Property, and all existing and future improvements, provided:

- Such activity does not materially or adversely interfere with Landlord's operations on any property outside the boundaries of the Demised Property (as evidenced in advance by a written instrument authorizing such repair and/or relocation of utilities);
- All costs of such activities are promptly paid by the Tenant;
- Each of the utility facilities and the Demised Property are thereafter restored to their former state and impacts to any Improvements are addressed and corrected; and
- Tenant complies with the provisions of all Permits and licenses which have been issued and are affected by such repair and relocation.

8.3 **No Right to Erect Signs.**

(a) With the exception of the signs listed in Section 8.3(b), and subject to Landlord's prior approval, not to be unreasonably withheld, Tenant shall not have the right, during the Term of this Lease, to place, erect, maintain and operate, or cause, allow and control the placement, erection, maintenance and operation of any signs in or on the Demised Property.

(b) The following types of signs shall be allowed within the Demised Property: Signs identifying the Buildings and Improvements to the Demised Property and directional signs within the Demised Property as well as artworks and artistic banners as permitted under applicable zoning regulations and Laws.

As used in this Lease, "signs" shall be deemed to include any display of characters, letters, illustrations, logos or any ornamentation designed or used to indicate direction or street names, irrespective of whether the same be temporary or permanent, electrical, illuminated, stationary or otherwise. Tenant shall be responsible for obtaining any and all Permits and licenses which may be required from time to time by any governmental authority for such signs and advertisements.

**ARTICLE 9**  
**REPAIRS AND MAINTENANCE**

**9.1 Tenant Repairs and Maintenance.** Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall keep the Demised Property in good and safe order and condition, and make all necessary repairs thereto. The term "repairs" shall include all replacements, renewals, alterations, additions and betterments deemed necessary by Laws and Ordinances or by Tenant. All repairs made by Tenant shall be at least substantially similar in quality and class to the original work. Tenant shall keep and maintain all portions of the Demised Property and all Improvements in safe and reasonable order and operating condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions.

**ARTICLE 10**  
**COMPLIANCE WITH LAWS AND ORDINANCES**

**10.1 Compliance by Tenant.** Throughout the Term of this Lease, Tenant, at Tenant's sole cost and expense, shall promptly comply, or shall cause others (such as permitted Sublessees) to promptly comply, with all Laws and Ordinances applicable to Tenant, the Demised Property, the Project, and/or the Improvements and operations upon the Demised Property.

**10.2 Contest by Tenant.** Tenant shall have the right, after prior written notice to Landlord, to contest the validity or application of any Laws or Ordinances by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant without cost or expense to Landlord, and shall indemnify the Landlord for any consequences therefrom. If counsel is required, the same shall be selected and paid by Tenant.

**ARTICLE 11**  
**CHANGES AND ALTERATIONS TO BUILDINGS BY TENANT**

**11.1 Tenant's Right.** Provided that the Uses outlined in Sections 4.1 and 4.3, are not reduced or diminished in quantity, quality or otherwise, and, Tenant, with Landlord's approval, which shall be exercised in its reasonable discretion, shall have the right at any time or from time to time during the Term of this Lease, at its sole cost and expense, to expand, rebuild, alter and/or reconstruct the Improvements, and to raze the Buildings provided any such razing shall be preliminary to and in connection with the rebuilding of a new Building or Buildings, and provided further that, unless waived by Landlord:

- the method, schedule, Development Concept and Plans and Specifications for such razing and rebuilding of a new Building or Buildings are submitted to Landlord for its approval at least ninety (90) days prior to the commencement of any razing (unless action is required to comply with building and safety codes, in which Tenant will provide Landlord with prior notice that is reasonable under the circumstances);

- the rebuilding, alteration, reconstruction or razing does not violate any other provisions of this Lease; and
- Tenant shall obtain all approvals, Permits and authorizations required under applicable Ordinances and Laws.

Notwithstanding the foregoing, none of the following shall require Landlord's approval:

- (i) any modifications, construction, replacements, or repair in the nature of "tenant work," or "tenant improvements", as such terms are customarily used, or any other interior work within any Building provided the Minimum Development is maintained; or
- (ii) any normal and periodic maintenance, operation, and repair of the Improvements; or
- (iii) any interior reconfigurations or non-material alterations made to the Improvements..

**ARTICLE 12**  
**DISCHARGE OF OBLIGATIONS**

**12.1 Tenant's Duty.** During the Term of this Lease, Tenant will discharge or cause to be discharged any and all obligations incurred by Tenant which give rise to any liens on the Demised Property, it being understood and agreed that Tenant shall have the right to withhold any payment (or to transfer any such lien to a bond in accordance with applicable Florida law) so long as it is in good faith disputing liability therefore or the amount thereof, provided (a) such contest of liability or amount operates as a stay of all sale, entry, foreclosure, or other collection proceedings in regard to such obligations, or disputed payments are escrowed while the parties negotiate the dispute, and (b) such action does not subject Landlord to any expense or liability. In the event Tenant withholds any payment as described herein, it shall give written notice to Landlord of such action and the basis therefor.

**ARTICLE 13**  
**PROHIBITIONS ON USE OF DEMISED PROPERTY**

**13.1 Prohibited Use of Demised Property by Tenant and Additional Requirements.**

- (i) Tenant shall not construct or otherwise develop on the Demised Property anything that is inconsistent with the terms and conditions of this Lease
- (ii) The Demised Property shall not knowingly be used for any unlawful or illegal business, use or purpose, or for any business, use or purpose which is extra-hazardous or constitutes a legal nuisance of any kind (public or private); or any purpose which violates the approvals of applicable government authorities; or
- (iii) No covenant, agreement, lease, Sublease, Leasehold Mortgage, or other instrument shall be effected or executed by Tenant, or any of its permitted successors or assigns, whereby the Demised Property or any portion thereof is restricted by Tenant, or any permitted successor in interest, upon the basis of race, color, religion, sexual orientation, sex or national origin in the lease, use or occupancy thereof. Tenant shall comply with all applicable

state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religion, sexual orientation, sex, or national origin in the lease or occupancy of the Demised Property.

(iv) **Affirmative Action Plan.** Tenant shall report to Landlord information relative to the equality of employment opportunities whenever so requested in writing by Landlord (but not more often than once in any given six (6) month period).

(v) **Assurance of compliance with Section 504 of the Rehabilitation Act.** Tenant shall report its compliance with Section 504 of the Rehabilitation Act whenever requested in writing by the Landlord (but not more often than once in any given six (6) month period).

(vi) **Civil Rights.** Tenant agrees to abide by Chapter 11A, Article IV, Sections 2 and 28 of the Code of Miami-Dade County, as amended, applicable to non-discrimination in employment and abide by Executive Order 11246 which requires equal employment opportunity.

(vii) Where applicable, Tenant agrees to abide and be governed by Titles VI and VII, Civil Rights Act of 1964 (42 USC 2000 D&E) and Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which provides in part that there will be no discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this Lease, with regard to persons served, or in regard to employees or applicants for employment.

(viii) Tenant also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, which provides, in part, that there shall be no discrimination against persons in any area of employment because of age. Tenant agrees to abide and be governed by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicap. Tenant agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).

(ix) Tenant shall not knowingly suffer any act to be done or any condition to exist in or on the Demised Property or any part thereof or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may make void or voidable any insurance then in force with respect thereto.

**13.2 Dangerous Liquids and Materials.** Tenant shall not possess or otherwise maintain flammable or combustible liquids or dangerous or explosive materials on or about the Demised Property in violation of any applicable Laws and Ordinances. Tenant shall not permit its permitted Sublessees, if any, or any other person or entity to carry flammable or combustible liquids or dangerous or explosive materials into or onto the Demised Property during the Term except as such substances are used in the ordinary course of business, and shall prohibit the storage or manufacture of any flammable or combustible liquid or dangerous or explosive materials in or on the Demised Property in violation of applicable Laws and Ordinances; provided that this restriction shall not apply to prevent (a) the entry and parking of motor

vehicles carrying flammable or combustible liquids solely for the purpose of their own propulsion, (b) the maintaining retail inventories for sale to retail customers of motor oils and similar types of products, (c) the use of normal cleaning and maintenance liquids and substances and/or, office and other supplies customarily used, (d) the use of flammable or combustible liquids or dangerous or materials in construction of Improvements on the Demised Property (provided such use in not in violation of applicable Laws and Ordinances), or (e) the use of flammable or combustible liquids or dangerous or materials in Tenant's (and any permitted Sublessee's) business operations within the Demised Property (provided such use in not in violation of applicable Laws and Ordinances).

**13.3 Tenant's Duty and Landlord's Right of Enforcement Against Tenant and Permitted Successors and Assignees.** Promptly upon learning of the occurrence of actions prohibited by Sections 13.1 or 13.2, Tenant shall promptly take steps to terminate same, including the bringing of a suit in Circuit Court, if necessary. In the event Tenant does not take steps to terminate a prohibited action within ten (10) days of Tenant learning of any actions, Landlord may seek appropriate injunctive relief against the party or parties actually engaged in the prohibited action in the Circuit Court of Miami-Dade County without being required to prove or establish that Landlord has inadequate remedies at law. The provisions of this Section shall be deemed automatically included in all Leasehold Mortgages (but shall be enforceable only upon the mortgagee thereunder, any designee of such mortgagee or any purchaser at a foreclosure sale acquiring title to the Lease following a foreclosure or deed-in-lieu of foreclosure under a Leasehold Mortgage) and any other permitted conveyances, transfers and assignments under this Lease, and any permitted transferee who accepts such Leasehold Mortgage, or any other permitted conveyance, transfer or assignment hereunder, shall be deemed by such acceptance to adopt, ratify, confirm and consent to the provisions of Sections 13.1, 13.2 and 13.3 and to Landlord's rights to obtain the injunctive relief specified therein.

**13.4 Designation of Buildings by Name.** Tenant shall have the right and privilege of designating names by which the Buildings, the Project or any portion thereof shall be known, so long as such name is not obscene (as defined by *Florida Law*). Notwithstanding the foregoing, upon the expiration or early termination of this Lease, (i) the parties hereby agree that Landlord is not, and shall not be, bound to any designation or name used in connection with any Building, Improvement or the Project and (ii) Landlord shall be prohibited from utilizing any name of any Improvement or the Project that contains the words "Naeem Khan" or any other trademark of Tenant.

## **ARTICLE 14** **ENTRY BY LANDLORD**

**14.1 Inspection by Landlord of Demised Property.** Landlord and its authorized representatives, upon reasonable written notice (delivered not less than three (3) business days prior to the anticipated inspection) and in the presence of a representative of Tenant (and/or a permitted Sublessee, if the Sublessee's space is to be inspected), shall have the right to enter the Demised Property at reasonable times during normal business hours for the purpose of inspecting the same to assure itself of compliance with the provisions of this Lease. Provided that no such restrictions shall apply in the event of an emergency or perceived emergency or danger. Furthermore, as Tenant may be conducting research and development activities on or about the Demised Property that Tenant deems to be

confidential, Tenant may limit access to such areas to one representative or a limited number of representatives of Landlord provided that such representative(s) agree to execute a confidentiality agreement for Tenant's benefit in accordance with applicable law.

**14.2 Limitations on Inspection.** Landlord shall be limited to one physical inspection per quarter throughout the Lease Term of this agreement and said right of physical inspection shall continue for ten(10) years after the closing, if NK has exercised its Option to Purchase, with inspections thereafter limited to the sole purpose of ensuring that NK has fulfilled its obligations to continue the Project after purchase for a set period of time and any other then pending obligations arising under the Lease. Landlord, in its exercise of the right of entry granted to it in Section 14.1 herein, shall not unreasonably disturb the occupancy or business activities of Tenant or any permitted Sublessee.

**ARTICLE 15**  
**LIMITATIONS OF LIABILITY**

**15.1 Limitation of Liability of Landlord.** Landlord shall not be liable to Tenant for any incidental, consequential, special or punitive loss or damage whatsoever arising from the rights of Landlord hereunder.

**15.2 Limitation of Liability of Tenant.** Tenant shall not be liable to Landlord for any incidental, consequential, special or punitive loss or damage whatsoever arising from rights of Tenant hereunder.

**ARTICLE 16**  
**DAMAGE AND DESTRUCTION**

**16.1 Tenant's Duty to Restore.** If, at any time during the Term of this Lease, the Demised Property, the Project, an Improvement, or any part of the foregoing shall be damaged or destroyed by fire or other casualty covered within the insurance designation of fire and extended coverage as same is customarily written in the State of Florida, Tenant, at its sole cost and expense, if so requested by Landlord, or elected by Tenant, and provided that the insurance proceeds related to such casualty are made available to Tenant for use in connection therewith, shall repair, alter, restore, replace or rebuild the same as nearly as reasonably possible to its value, conditions and character which existed immediately prior to such damage or destruction, subject to such changes or alterations as Tenant may elect to make in conformity with the provisions of this Lease and modern construction techniques and methods. Provided Tenant otherwise complies with the terms of this Lease and obtains Landlord's approval (in a manner consistent with the requirements of this Lease relative to the initial construction of the Improvements), through the Board, it may construct Improvements which are larger, smaller or different in design, and which represent a use comparable to prior use or as are allowed by Article 4 of this Lease and by applicable Laws and Ordinances. However, in the event insurance proceeds related to such casualty are not made available to Tenant for use in connection therewith, or are deemed insufficient by Tenant in its reasonable discretion to enable the continuation of operations on the Demised Property, and Tenant elects not to rebuild, (i) Tenant or Landlord shall have the right to terminate this Lease, (ii) the Demised Property shall be returned to Landlord in its then existing condition and (iii) all rent shall be abated from and after the date Tenant notifies Landlord in writing of

the effective date of the termination of this Lease. Any balance shall be paid to Tenant and any Lenders as their respective interests may appear.

**16.2 Interrelationship of Lease Sections.** Except as otherwise provided in this Article 16, the conditions under which any construction, repair and/or maintenance work is to be performed and the method of proceeding with and performing the same shall be governed by all the provisions of Article 4 and Article 11 herein.

**16.3 Loss Payees of Tenant-Maintained Property Insurance.** With respect to all policies of property insurance required to be maintained by Tenant in accordance with **Schedule 7.1** attached, (a) Landlord shall be named as a loss payee as its interest may appear (and if a Leasehold Mortgage then exists, in which event the Leasehold Mortgagee shall also be named as the loss payee), and (b) the loss thereunder shall be payable to Tenant, Landlord and any Lender under a standard mortgage endorsement. Neither Landlord nor any Lender shall unreasonably withhold its consent to a release of the proceeds of any fire or other casualty insurance for any loss which shall occur during the Term of this Lease for repair or rebuilding (when the Improvements are to be repaired or rebuilt as provided herein); provided that Lenders' agreements relative to insured losses and use of proceeds shall be subject to the terms of their Mortgages. Any proceeds remaining after completion of rebuilding or repair under this Article, shall be paid to Tenant.

**16.4 Abatement of Rent.** During the period of any repair or maintenance under this Article 16, and provided that such repair or maintenance is being promptly and diligently pursued, Annual Rent shall be abated until such time as the repairs/rebuilding has been substantially completed (as evidenced by a temporary certificate of occupancy or completion), and shall be abated on a proportionate basis (i.e. Annual Rent shall be abated on the same percentage basis as the percentage of the square footage of the Improvements that are damaged or destroyed vis-à-vis the square footage of the Demised Property).

**16.5 Termination of Lease for Certain Destruction Occurring During Last Five Years of Lease Term.** Notwithstanding anything to the contrary contained herein, in the event that (i) the Improvements, Buildings, or any part thereof shall be damaged or destroyed by fire or other casualty during the last five (5) years of the Term of this Lease, and the estimated cost for repair and restoration exceeds an amount equal to ten percent (10%) of the then-current fair market value of the Improvements (as determined by an appraisal secured by the Landlord but excluding value of the Land) or (ii) the Improvements, Buildings, or any part thereof shall be damaged or destroyed by fire or other casualty and either (x) the estimated cost for repair and restoration exceeds twenty-five percent (25%) of the then-current fair market value of the Improvements (as determined by an appraisal secured by Landlord but excluding value of the Land) or (y) the damage is such that the Improvements cannot be repaired or rebuilt (as reasonably determined by Tenant) within nine (9) months of the occurrence of such damage or destruction, then Tenant or Landlord shall have the right to terminate this Lease and its obligations hereunder by giving written notice to the other party within six (6) months after such damage or destruction. In such event, this Lease shall terminate fifteen (15) days following receipt of such notice, and Tenant shall not be entitled to the return of any Annual Rent or Use Charge, though (i) all rent hereunder accruing from and after the date such notice of termination is delivered shall be abated and (ii) rent following the occurrence of such casualty or other damage shall be abated on the same percentage basis contained in Section 16.4 above. In such event, the property insurance proceeds for the damaged Buildings and Improvements, including business interruption insurance proceeds, shall be first used for returning the property to the Landlord in the condition the Tenant received it at the

Commencement of this Lease including, but not limited to, the clearing of the land of any construction, after which, any balance shall be paid to Tenant and any Lenders as their respective interests may appear.

**ARTICLE 17**  
**MORTGAGES, TRANSFERS, SUBLEASES, TRANSFER OF TENANT'S INTEREST,**  
**New Lease and Lease in Reversion**

**17.1 Right to Transfer Leasehold.** During the Term of this Lease, Tenant, subject to the terms of this Lease shall be permitted from time to time, to assign or otherwise transfer all or any portion of its rights under this Lease to its Affiliates, subject to the following:

- No material breach, or Event of Default exists under Section 19.1, at the time of such assignment or transfer;
- Tenant must obtain written consent of Landlord, through the Board of County Commissioners, both as to the proposed transfer and the proposed transferee..

**17.2 Right to Mortgage Leasehold.** Notwithstanding Section 17.1 to the contrary, Lessee shall be permitted to encumber its interest in the Lease (such encumbrance being defined as a "Leasehold Mortgage") in order to finance the construction of the Project and to refinance any Leasehold Mortgage, subject to the following terms and conditions. The parties will enter in to such customary documentation as may reasonably be required in connection with such leasehold financing to memorialize (i) that the Leasehold Mortgage is subordinate and inferior to the County's ownership of the Demised Property, (ii) that the leasehold lender will attorn to the County in the event of any default by Tenant under the Leasehold Mortgage, (iii) that Tenant will provide the leasehold lender with reasonable notice of any default by Tenant hereunder, and reasonable opportunity to cure same (such notice and opportunity not to exceed that provided to Tenant hereunder), and (iv) so long as the leasehold lender does timely cure any breach or default of Tenant hereunder and so long as leasehold lender thereafter otherwise complies with Tenant's obligations under this Lease, (including, but not limited to, those contained in Sections 4.1-4.5), following leasehold lender's foreclosure of the Leasehold Mortgage (or taking of possession pursuant to it prior to foreclosure), Landlord will recognize leasehold lender as Tenant and will not disturb leasehold lender's possession of the Demised Property. This Section shall survive the expiration and/or early termination of this Lease.

**17.3 Notice to Landlord of Mortgage.** A notice of each Leasehold Mortgage shall be delivered to Landlord specifying the name and address of such Leasehold Mortgagee to which notices shall be sent. Landlord shall be furnished a copy of each such recorded Mortgage.

**17.4 [reserved]**

**17.5 Continued Use after Sale of the Property.** Cumulative to all other obligations to the County, should NK exercise its Option to Purchase the real property as provided for in Section 1.3 herein, the property must continue to be used for all the uses provided for in Article 4

herein without interruption for a minimum of ten (10) years from the Closing Date of the sale. If for any reason the property ceases to be used as provided for in Article 4 for more than sixty (60) consecutive days, or more than ninety (90) days in any 12 (twelve) month period, then the property and/or any its Improvements shall, at the option of the County, revert to County ownership immediately upon the County giving written notice to NK.

**17.6 Rights to Sublease and Non-Disturbance to Sublessees.** Tenant shall have the right to enter Subleases, provided (i) that, notwithstanding any other provisions of this Lease, no Sublease shall relieve Tenant of any obligations under the terms of this Lease, and that Tenant shall be liable for any breach of the Lease by the Sublessee, unless a release is granted by the Board (ii) each Sublease must require that such Sublessee comply with all terms and conditions of the Lease, and (iii) each Sublease must be for a use compatible with the standards and requirements set forth in the Lease, including Sections 4.1 and 4.3 herein, and consistent with the intent of this Lease as stated in the Preamble to this Lease. Tenant must give written notice to Landlord specifying the name and address of any Sublessee to which all notices required by this Lease shall be sent, and a copy of the Sublease.

**17.7 Estoppel Certificates from Landlord.** Upon request of Tenant, any Leasehold Mortgagee or any Sublessee, Landlord agrees to give such requesting party an estoppel certificate in accordance with Section 22.2 herein, provided that Landlord shall not incur any liability to any Leasehold Mortgagee, Sublessee, or other third party by virtue of providing such certificate, even if later determined to be inaccurate (provided that Landlord has exercised good faith in so providing).

**17.8 [Reserved].**

**17.9 No Subordination or Mortgaging of Landlord's Fee Title.** There shall be no subordination of Landlord's fee simple interest in the Land to the lien of any Leasehold Mortgage financing nor shall Landlord be required to join in such mortgage financing. No Leasehold Mortgagee may impose any lien upon the Landlord's fee simple interest in the Land.

## **ARTICLE 18**

### **EMINENT DOMAIN**

**18.1 Taking of Demised Property.** If at any time during the Term of this Lease the power of eminent domain shall be exercised by any federal or state sovereign or their proper delegates, by condemnation proceeding (a "Taking"), to acquire the entire Demised Property, such Taking shall be deemed to have caused this Lease (and the Option to Renew and the Option to Purchase, whether or not exercised) to terminate and expire on the date of such Taking. Tenant's right to recover a portion of the award for a Taking, as hereinafter provided, is limited to the fair market value of the Improvements during the term of the Lease, plus the value of Tenant's interest in the unexpired Term of the leasehold estate created pursuant to this Lease, and in no event shall Tenant be entitled to compensation for any fee interest in the Land. Notwithstanding anything herein contained to the contrary, Landlord shall be entitled to receive from the condemning authority not less than the appraised value of the highest and best use of the Land as if vacant and assuming no improvements existed on the Property, at the time of

Taking, plus the reversionary value of the Improvements after the term of the Lease expires, plus any special damages arising from the termination of such Lease. All rents and other payments required to be paid by Tenant under this Lease shall be paid up to the date of such Taking, which shall be the date on which actual possession of the Demised Property or a portion thereof, as the case may be, is acquired by any lawful power or authority pursuant to the Taking or the date on which title vests therein, whichever is earlier. Tenant and Landlord shall, in all other respects, keep, observe and perform all the terms of this Lease up to the date of such Taking.

**18.2 Proceeds of Taking.** In the event following any such Taking under Section 18.1, this Lease is terminated, or in the event following a Taking of less than the whole of the Demised Property this Lease is terminated as provided for in Section 18.3 herein, the proceeds of any such Taking (whole or partial) shall be distributed as described in Section 18.1. If the value of the respective interests of Landlord and Tenant shall be determined according to the foregoing provisions of this Section 18 in the proceeding pursuant to which the Demised Property shall have been taken, the values so determined shall be conclusive upon Landlord and Tenant. If such values shall not have been separately determined in such proceeding, such values shall be fixed by agreement mutually acceptable to Landlord and Tenant, or if they are unable to agree, by an apportionment hearing within the condemnation proceeding.

**18.3 Partial Taking; Termination of Lease.** If, in the event of a Taking of less than the entire Demised Property, the remaining portion of the Demised Property not so taken cannot be, in Tenant's reasonable determination, adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and shall satisfy all rents and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and thereupon this Lease and the Term herein demised shall cease and terminate.

**18.4 Partial Taking; Continuation of Lease.** If following a partial Taking this Lease is not terminated as herein above provided then, this Lease shall terminate as to the portion of the Demised Property taken in such condemnation proceedings; and, as to that portion of the Demised Property not taken, Tenant shall proceed at its own cost and expense (though subject to its receipt of the award arising from the partial Taking and/or insurance) either to make an adequate restoration, repair or reconstruction or to rebuild a new Building upon the portion of the Demised Property not affected by the Taking. In such event, Tenant's share of the award shall be determined in accordance with Section 18.1 herein. Such award to Tenant shall be used by Tenant for its reconstruction, repair or rebuilding. Any excess award after such reconstruction, repair or rebuilding, may be retained by Tenant. If the part of the award so paid to Tenant is insufficient to pay for such restoration, repair or reconstruction, Tenant may terminate the Lease, failing which Tenant shall pay the remaining cost thereof, and shall fully pay for all such restoration, repair and reconstruction, and complete the same in accordance with the applicable provisions of Article 4 hereof (as if same were applicable to such restoration, repair or reconstruction) free from mechanics' or materialmen's liens and shall at all times save Landlord free and harmless from any and all such liens (all in accordance with the applicable provisions of

Article 4). In the event the partial Taking results in making it impossible or unfeasible to reconstruct, restore, repair or rebuild a new Building on any portion of the Project, Tenant's share of the award shall be determined in accordance with Section 18.1 herein. In such event, Tenant shall be entitled to terminate the Lease as to the entirety of the Demised Property, though if Tenant elects not to terminate this Lease, then the Annual Rent, Use Charge and/or other amounts otherwise payable hereunder by Tenant shall be partially abated on an equitable basis to be agreed to by Tenant and Landlord, or if no agreement can be reached, then either party may terminate the Lease.

**18.5 Temporary Taking.** If the whole or any part of the Demised Property or of Tenant's interest under this Lease be taken or condemned by any competent authority for its or their temporary use or occupancy exceeding one month following the Completion of Construction, Tenant may elect to terminate the remaining Term, failing which this Lease shall not terminate by reason thereof, and Tenant shall continue (i) to pay, in the manner and at the times herein specified, the Annual Rent, Use Charge and all other charges payable by Tenant hereunder (though partially abated to the extent any portion of the Demised Property is unavailable for use by Tenant [such abatement to be determined on an equitable basis to be agreed upon by Tenant and Lender]) and (ii) except only to the extent that Tenant either may be prevented from so doing pursuant to the terms of the order of the condemning authority or is unable to do so given the nature of the temporary Taking, to perform and observe all of the other terms, covenants, conditions and all obligations hereof upon the part of Tenant to be performed and observed, as though such Taking had not occurred. Tenant covenants that, upon a temporary Taking, to the extent Tenant has not elected to terminate the Lease as provided in this Section 18.5, and prior to the expiration of the term of this Lease, it will, at its sole cost and expense, restore the Demised Property, as nearly as may be reasonably possible, to the condition in which the same were immediately prior to such Taking.

**18.6 Additional Takings.** In case of a second or any additional partial Taking(s) from time to time, the provisions hereinabove contained shall apply to each such partial Taking. In the event any federal or state sovereign or their proper delegates with the power of eminent domain appropriates or condemns all or a portion of the Demised Property and Landlord is a beneficiary of such Taking, the award shall be divided in accordance with the provisions of this Article 18. In that event, in accordance with the provisions hereof, Tenant shall restore, repair, or reconstruct any portion of Demised Property not taken.

**18.7 Inverse Condemnation or Other Damages.** In the event of damage to the value of the Demised Property by reason of change of grade, access rights, street alignments or any other governmental or quasi-governmental act (not involving Landlord solely in its capacity as such) which constitutes an inverse condemnation of any portion of the Demised Property creating a right to full compensation therefore, then Landlord and Tenant shall each be entitled to claim and receive from the net payment or award made on account thereof, the compensation for their respective estates and interests as set forth in Section 18.1.

**18.8 Taking by Landlord.** Landlord shall not be entitled to condemn or take the Demised Property or any portion thereof (or partially condemn the Demised Property, or any portion thereof) by eminent domain or otherwise, during the Term of this Lease, except by following the procedures and compensation provided by general law.

**ARTICLE 19**  
**TENANT DEFAULT**

**19.1 Events of Default of Tenant.** Unless otherwise specified in this Lease, the following provisions shall apply if any one or more of the following "Events of Default" of or by Tenant shall happen:

- from the failure to make due and punctual payment of any Annual Rent, Use Charge or other monies payable to Landlord under this Lease when and as the same shall become due and payable and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; or

- from the Tenant's failure to keep, observe and/or perform any of the terms contained in this Lease, and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant setting forth with reasonable specificity the nature of the alleged breach; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, Tenant fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default. Notwithstanding the foregoing, should any such default continue in excess of sixty (60) days even after a cure of the default is diligently pursued by the Tenant, or is an Uncurable Event of Default, such shall constitute an "Event of Default." Should Landlord fail to notify the Leasehold Mortgagee, it shall not prevent Landlord from taking any action against Tenant.

**19.2 Failure to Cure Default by Tenant.**

- If an Event of Default of Tenant or other material breach shall occur, Landlord, shall give written notice to Tenant stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice.

- If an Event of Default of Tenant or other breach shall occur then Landlord, shall have all rights and remedies at law, including but not limited to (and/or in addition to) the following, which are cumulative:

- (i) sue Tenant and to recover all Landlord's damages, costs and expenses;

- (ii) to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default or breach and/or to obtain a decree specifically compelling performance of any term or provision of the Lease;

- (iii) In the event of Tenant's failure to comply with any of the conditions in Sections 4.1-4.5, Landlord shall additionally be entitled to recover the actual market value rent for the Demised Property (if greater than the stated Annual Rent), beginning from the time of the failure until the time of compliance, and if the Option to Purchase has been exercised, to further recover the actual market value of the Demised Property at the time of the purchase or the time of discovery of the failure, whichever is greater (if greater than the purchase price paid);

(iv) To terminate any and all obligations that Landlord may have under this Lease, in which event Landlord shall be released and relieved from any and all liability under this Lease

**19.3 Surrender of Demised Property.** Upon any expiration or termination of the Term in accordance with the terms and conditions of this Lease, including but not limited to section 19.2 herein, Tenant shall quit and peacefully surrender the Demised Property to Landlord, with all improvements thereon and at no cost or expense to the Landlord. Should Tenant fail to properly and/or timely surrender the Demised Property to Landlord, then Tenant shall be liable to Landlord for the fair market value of the Annual Rent and the Use Charge for the Demised Property (including the Buildings and Improvements), along with any other monetary obligations owing to Landlord hereunder by Tenant, and Impositions (those expenses directly related to the Demised Property including but not limited to utility charges maintenance expenses, security expenses, insurance expenses and any special charges levied by a governmental entity), but only for that period of time Tenant fails to quit and peacefully surrender the Demised Property to Landlord. Fair market value shall be determined by an appraisal of the Land and all Improvements thereon, which is secured by the Landlord within six (6) months of the failure by Tenant to properly or timely quit and vacate the Demised Property.

**19.4 Rights of Landlord after Termination.** Subject to Section 17.5, after such termination of this Lease, Tenant shall be liable to Landlord for the fair market value of the Annual Rent and Use Charge along with any other monetary obligations owing to Landlord hereunder by Tenant and Impositions that accrued prior to the termination of this Lease and which was not paid by Tenant. Fair market value shall be determined by an appraisal of the Land and all Improvements thereon, which is secured by Landlord within six (6) months of the date this Lease is terminated by Landlord. Landlord shall exercise good faith efforts to mitigate its damages by reason of an early termination of this Lease by reletting the Demised Property or any part thereof, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions (which may include concessions or free rent) as Landlord, in its sole and absolute discretion, may determine and may collect and receive the rents therefore. Landlord shall in no way be responsible or liable for any failure to relet the Demised Property or any part thereof, or for any failure to collect any rent due for any such reletting.

**19.5 No Waiver by Landlord.** No failure by Landlord to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to NK any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or conditions.

**19.6 Events of Default of Landlord.** The provisions of Section 19.7 shall apply if any of the following "Events of Default" of Landlord shall happen: if default shall be made by Landlord in failing to keep, observe or perform any of the duties imposed upon Landlord pursuant to the terms of this Lease and such default shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord setting forth with reasonable specificity the nature of the alleged breach. In the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, Landlord fails within said thirty (30) day period to proceed promptly after such notice and with due diligence and in good faith to cure said Event of Default; provided that the maximum period the Landlord may have to cure a default under this sentence shall not exceed ninety (90) days following the date of Tenant's notice of Event of Default delivered to Landlord.

**19.7 Failure to Cure Default by Landlord.** If an Event of Default of Landlord shall occur, Tenant, at any time after the period set forth in Section 19.7 shall have the following rights and remedies which are cumulative:

- In addition to any and all other remedies, in law or in equity, that Tenant may have against Landlord, Tenant shall be entitled to sue Landlord for all damages (as limited by Section 15.1 above), costs and expenses arising from Landlord's committing an Event of Default hereunder and to recover all such damages, costs and expenses,.
- To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default of Landlord and to obtain a decree specifically compelling performance of any such term or provision of the Lease.
- To terminate any and all obligations that Tenant may have under this Lease, in which event Tenant shall be released and relieved from any and all liability under this Lease, except for those obligations accrued and owed prior to such termination, and shall surrender possession of the Demised Property to Landlord and shall receive from the County the greater of the remaining unamortized value of the improvements constructed by NK or fair market value of said improvements as determined by MAI appraisal.

**19.8 No Waiver by Tenant.** Failure by Tenant to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, shall not constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Landlord, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Tenant. No waiver of any default of Landlord hereunder shall be implied from any omission by Tenant to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**ARTICLE 20**  
**NOTICES**

**20.1 Addresses.** All notices, demands or requests by Landlord to Tenant shall be deemed to have been properly served or given, if addressed to NKMIA, LLC (i) prior to the Completion of

Construction at 260 West 36 Street, 10<sup>th</sup> Floor, NY, NY 10018 and NK32@me.com and after Completion of Construction at 1175 NW, South River Drive, Miami Florida 33136 or 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. In order for notices, demands or requests from Landlord to Tenant to be effective, Landlord shall, simultaneous with each notice, demand or request submitted to Tenant, send a copy of each such notice, demand or request to the following party: Rosario Kennedy, 2645 South Bayshore Drive, Suite 2002, Coconut Grove, FL 33133 and rosariokennedy@gmail.com. If Tenant, at any time during the Term hereof, changes its office address as herein stated, Tenant will promptly give notice of the same in writing to Landlord. The Leasehold Mortgagee shall be deemed to have been properly served or given notice if addressed to such party at the address furnished pursuant to the provisions of Sections 17.1(e) and 17.3 above. All notices, demands or requests by Tenant to Landlord shall be deemed to have been properly served or given if addressed to Internal Services Department, Director, or his/her designee, 111 NW 1<sup>st</sup> Street, Miami, FL 33128, with a copy to the County Attorney's Office, Attention: County Attorney, 111 NW 1<sup>st</sup> Street, Miami, FL 33128, and/or 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. If Landlord at any time during the Term hereof changes its office address as herein stated, Landlord will promptly give notice of the same in writing to Tenant.

**20.2 Method of Transmitting Notice.** All such notices, demands or requests (a "Notice") shall be sent by: (a) United States registered or certified mail, return receipt requested, (b) hand delivery, (c) nationally recognized overnight courier, or (d) facsimile, provided the transmitting facsimile electronically confirms receipt of the transmission by the receiving facsimile and the original of the Notice is sent by one of the foregoing means of transmitting Notice within 24 hours of the transmission by facsimile. As a courtesy, all communications shall also be sent by electronic mail if the Party shall have provided a current electronic mail address, but said electronic mail transmittal shall not constitute Notice hereunder. All postage or other charges incurred for transmitting of Notices shall be paid by the party sending same. Such Notices shall be deemed served or given on (i) the date received, (ii) the date delivery of such Notice was refused or unclaimed, or (iii) the date noted on the return receipt or delivery receipt as the date delivery thereof was determined impossible to accomplish because of an unnoticed change of address.

## **ARTICLE 21** **QUIET ENJOYMENT**

**21.1 Grant of Quiet Enjoyment.** Tenant, upon paying all Annual Rent, Use Charge, and other monies herein provided for and performing in accordance with the terms, agreements, and provisions of this Lease, shall peaceably and quietly have, hold and enjoy the Demised Property during the Term of this Lease without interruption, disturbance, hindrance or molestation by Landlord or by anyone claiming by, through or under Landlord.

## **ARTICLE 22** **CERTIFICATES BY LANDLORD AND TENANT**

**22.1 Tenant Certificates.** Tenant agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Landlord and no more often than once each calendar quarter, to execute, acknowledge and deliver to Landlord a statement in writing setting forth the Annual Rent payments, the Use Charge and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there

have been modifications, that the Lease is in full force and effect as modified and stating the modification), and the dates to which the Annual Rent payments, Use Charge and other monies have been paid, and stating (to the best of Tenant's knowledge) whether or not Landlord is in default in keeping, observing or performing any of the terms of this Lease; and, if in default, specifying each such default (limited to those defaults of which Tenant has knowledge).

**22.2 Landlord Certificates.** Landlord agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Tenant or by a Leasehold Mortgagee, , but no more often than once each calendar quarter, to furnish a statement in writing, setting forth the rents, payments and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to the Annual Rents, Use Charge, payments and other monies have been paid; stating whether or not, to the best of Landlord's knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge; and such other matters as Tenant may reasonably request.

## **ARTICLE 23** **CONSTRUCTION OF TERMS AND MISCELLANEOUS**

**23.1 Severability.** If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

**23.2 Captions.** The article headings and captions of this Lease and the Table of Contents, if any, preceding this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

**23.3 Relationship of Parties.** This Lease does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant or lessor and lessee.

**23.4 Recording.** A Memorandum of this Lease, or a full copy hereof, may be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the party filing the document.

**23.5 Construction.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by both Landlord and Tenant.

**23.6** Consents. Whenever in this Lease the consent or approval of Landlord is required, such consent or approval:

(a) may be made by the County Mayor or his/her designee on behalf of Landlord only to the extent:

(1) this Lease does not specify otherwise; or

(2) Board approval or consent is not required pursuant to the terms of this Lease or any applicable Law or Ordinance;

(3) such does not amend this lease or increase the Landlord's actual or potential obligations and/or liabilities

(b) shall not require a fee from the party requesting same;

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

(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 the Landlord's prior written consent or approval to any future similar act or transaction.

**23.7** Entire Agreement. This Lease contains the entire agreement between the parties hereto and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

**23.8** Successors and Assigns. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its permitted successors and assigns (including but not limited to Leasehold Mortgagees, as appropriate and applicable), except as may be otherwise provided herein.

**23.9** Holidays. It is hereby agreed and declared that whenever the day on which a payment due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Lease of a period of days for performance shall mean calendar days.

**23.10** Exhibit and Schedules. Each Exhibit and Schedule referred to in this Lease is incorporated herein by reference. The Exhibits and Schedules, even if not physically attached, shall still be treated as if they were part of the Lease.

**23.11** Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

**23.12** Protest Payments. If at any time a dispute shall arise as to any amount or sum of money to be paid by Tenant to Landlord under the provisions of this Lease, Tenant shall

nevertheless continue to make payments to Landlord. Tenant shall have the right to make payment "under protest", provided Tenant so contemporaneously advises Landlord it is doing so, and articulates with specificity the nature of the dispute, and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of Tenant to seek the recovery of such sum, and if it should be adjudged that there was no legal obligation on Tenant to pay such sum or any part thereof, Tenant shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease, together with statutory interest on the amount returned to Tenant for the period commencing on the date such payment is received by Landlord until the date such sum is returned to Tenant (such amount of interest being referred to as "Interest"); and if at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions of this Lease, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and there shall survive the right upon the part of Tenant and/or Landlord to seek the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of Tenant and/or Landlord to perform the same or any part thereof, Tenant and/or Landlord shall be entitled to recover the cost of such work or the cost of so much thereof as Tenant or Landlord was not legally required to perform under the provisions of this Lease, together with Interest, as calculated earlier in this Section 23.12.

### **23.13 Inspector General Reviews/Audit & Compliance**

#### ***Independent Private Sector Inspector General Reviews***

Pursuant to Miami-Dade County Administrative Order 3-20, Landlord has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from Landlord, Tenant shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Lease for inspection and reproduction. Landlord shall be responsible for the payment of these IPSIG services, and under no circumstance shall Tenant's prices and any changes thereto approved by Landlord, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to Tenant, its successors and assigns, and any Sublessees. Nothing contained in this provision shall impair any independent right of Landlord to conduct an audit or investigate the operations, activities and performance of Tenant in connection with, and as and when provided under, this Lease. The terms of this paragraph shall not impose any liability on Landlord by Tenant or any third party.

#### ***Miami-Dade County Inspector General Review***

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Lease shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost shall be assumed by the County, and Tenant shall have no liability therefore.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal

services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. 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, all at no cost or expense to Tenant. 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 of and reasonableness of proposed change orders, if any, to a contract. The Inspector General is empowered to retain, at no expense or cost to Tenant, the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of Tenant, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to Tenant from the Inspector General or IPSIG retained by the Inspector General, Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Tenant. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Tenant, copy all documents and records in the Tenant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records, provided that neither the Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to Tenant.

***Availability of Records/Landlord Audit & Review***

Until the expiration of 10 years after the termination of this Lease, or 15 years after the closing of any purchase of the Demised Property, Tenant shall have the obligation to retain and to make available to Landlord, and its representatives, all books, documents and records of Tenant pertaining to this Lease and to Tenants compliance with the terms and conditions of the Lease and all Laws, including but not limited to those documents and records contemplated by the Inspector General and IPSIG provisions described above. Upon Landlord's (or its representative's) request, Tenant will promptly and without charge make available all such books, documents and records of Tenant.

**23.14 Governing Law/Venue.** This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, dispute, proceeding, or cause of action, arising out of or in any way relating to this Lease, or the parties' relationship shall be decided by the laws of the State of Florida. The parties agree that venue for any of the foregoing shall lie exclusively in the courts located in Miami-Dade County, Florida.

**23.15 Costs and Attorney's Fees.** Each of the parties hereto shall bear its own costs and attorneys' fees in connection with the execution of this Lease. The terms of this provision shall survive the termination of this Lease.

**23.16 RADON.** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER A TIME PERIOD. 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 DADE COUNTY PUBLIC HEALTH UNIT.

**23.17 Non-Recourse.** All claims or causes of action (whether in contract or in tort, in law or in equity) that may be based upon, arise out of or relate to this Lease, or the negotiation, execution or performance of this Lease (including any representation or warranty made in or in connection with this Lease or as an inducement to enter into this Lease), may be made only against the entities that are expressly identified as parties hereto. No person who is not a named party to this Lease, including any direct or indirect owner, director, officer, manager, employee, incorporator, member, partner, stockholder, affiliate, agent, attorney or representative of any party to this Lease (collectively, the "Non-Party Affiliates"), shall have any liability (whether in contract, in law or in equity, or based upon any theory that seeks to impose contractual liability of an entity party against its owners or affiliates) for any obligations or liabilities imposed by this Lease or for any claim based on, in respect of, or by reason of this Lease; and each party waives and releases all such liabilities, claims and obligations against any such Non-Party Affiliates. Non-Party Affiliates are expressly intended as third party beneficiaries of this provision of this Lease. The provisions of this Section 23.17 shall survive the termination of this Lease.

## **ARTICLE 24** **REPRESENTATIONS AND WARRANTIES**

### **24.1 Landlord's Representations.**

- Tenant acknowledges that in accordance with *Florida Statutes* Section 125.411(3) Landlord does not warrant the title or represent any state of facts concerning the title to the Demised Property, except if, and as, specifically warranted in this Lease.

- Landlord represents that the parties signing this Lease on behalf of Landlord have the authority to bind Landlord and to enter into this transaction.

**24.2 Tenant's Representations and Warranties.** Tenant hereby represents and warrants to Landlord that it has full power and authority to enter into this Lease and perform in accordance with its terms and provisions and that the parties signing this Lease on behalf of Tenant have the authority to bind Tenant and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

**ARTICLE 25**  
**EQUAL OPPORTUNITY**

**25.1** Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, age, ancestry, marital status, handicap, disability, place of birth, or national origin. Tenant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, sexual orientation, age, ancestry, marital status, handicap, place of birth or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the County setting forth the provisions of this Equal Opportunity clause.

Tenant will comply with all of the following statutes, rules, regulations and orders to the extent that these are made applicable by virtue of the grant to Landlord under the:

- all applicable provisions of the Civil Rights Act of 1964;
- Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375;
- Executive Order 11625 of October 13, 1971;
- the Age Discrimination Employment Act effective June 12, 1968;
- the rules, regulations and orders of the Secretary of Labor;
- Florida Statute 112.042;
- the applicable Federal regulations binding Tenant or transferee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act pursuant to the requirements found in 49 CFR Part 26.7 regarding nondiscrimination based on race, color, national origin or sex; in 49 CFR Parts 27.7, 27.9(b) and 49 CFR Part 37 regarding nondiscrimination based on disability and complying with the Americans With Disabilities Act with regard to any improvements constructed;
- Miami-Dade County Code, Section 2-11, regarding Responsible Wages. See Exhibit "D" attached.

**25.2** Community Small Business Enterprise (“CSBE”). Tenant hereby acknowledges and agrees that in accordance with the Landlord’s rules and regulations that all privately funded construction with a total value over \$200,000 must comply with Sections 10-33.02 and 2-10.4.01 of the County Code of Miami Dade County (“Code”), which governs, respectively, the Landlord’s Community Small Business Enterprise (“CSBE”) program, and the Community Business Enterprise (“CBE”) Program for Architectural, Landscape Architectural, Engineering, and Surveying and Mapping Professional Services. As a result, after the Effective Date of this Lease, Tenant hereby agrees to timely submit, or cause to be submitted, any design and construction packages, to the Small Business Development Division of the Regulatory and Economic Resources Department (“SBD/RER”) prior to advertisement, for review and determination of appropriate small business program measures, and the application of same. Tenant further agrees that all design and construction packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above mentioned sections of the Code.

**ARTICLE 26**  
**COMPLIANCE WITH LAWS**

26.1 The Tenant acknowledges and agrees that it is bound by and shall adhere to all Laws and Ordinances, including but not limited to, those specified in the Lease, and including Section 2-11.15, of the *Miami-Dade County Code*, and its requirement to allocate not less than one and one-half (1½%) percent of the total capital cost (design and construction) of the Project to the Art in Public Places Trust Fund. The Tenant agrees to work collaboratively with the Miami-Dade Art in Public Places Trust to administer the “artist selection process” and implement the Art in Public Places program as defined in the Miami-Dade County Art in Public Places (APP) Procedures, which is incorporated herein by reference.

[The remainder of this page is intentionally left blank]

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

LANDLORD

MIAMI-DADE COUNTY, a political  
subdivision of the State of Florida  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

HARVEY RUVIN, CLERK

By: \_\_\_\_\_

Approved by the County Attorney as  
to form and legal sufficiency:

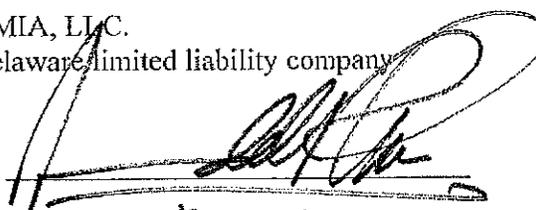
\_\_\_\_\_  
Assistant County Attorney

TENANT

Signed in the presence of:

NKMIA, LLC.  
a Delaware limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By:  \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

29<sup>th</sup> Oct 2014

Schedule 1.2

CONFIRMATION OF COMMENCEMENT DATE

Reference is made to the Lease Agreement dated as of \_\_\_\_\_, 2014 (the "Lease"), by and between Miami-Dade County, acting by and through its Internal Services Department (hereinafter "ISD"), (hereinafter called "County" or "Landlord"), and NKMIA, LLC ("Tenant"). This Commencement Date Confirmation ("Confirmation") is attached to the Lease as Schedule 1.2 thereto, and, when executed and delivered by Landlord and Tenant shall be incorporated within and made a part of the Lease. Capitalized terms used in this Confirmation without otherwise being defined herein will have the meanings given to them in the Lease. The Commencement Date of the Lease is \_\_\_\_\_. To confirm the Commencement Date, the parties have caused this instrument to be executed and delivered, effective on the Commencement Date.

ATTEST:  
HARVEY RUVIN, CLERK

By: \_\_\_\_\_

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

BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_

TENANT:

NKMIA, LLC a Delaware limited liability company

By: \_\_\_\_\_

**Schedule 7.1**  
**Approved Insurance Requirements**

TENANT shall furnish to the Miami-Dade County Internal Services Department, c/o Real Estate Division, 111 NW 1<sup>st</sup> Street, Suite 2460, Miami, FL 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Tenant as required by Florida Statute 440.
- B. Commercial General 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 shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of the TENANT, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- D. Insurance coverages must be added for Commercial General Liability during construction of the planned 30,000 sq.ft. structure that meets the requirements of the Risk Division of Miami-Dade County Internal Services Department in accordance with the estimated cost of construction.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

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

**EXHIBIT "A"**

See Survey attached



# **EXHIBIT "B"**

## **Economic Impacts**

Naem Khan, Ltd. Miami River Project: Estimates of Economic Development Impact, Phase I Only

| Economic Indicator                                       | 2016  | 2017  | 2018  | 2019  | 2020  | 2021  | 2022  | 2023   | 2024   | 2025   | 2026   | Cumulative | Annual Average |
|--|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|--------|------------|----------------|
| <b>Impact from Construction Activity</b>                 |       |       |       |       |       |       |       |        |        |        |        |            |                |
| Investment in Private Building (\$M) <sup>1</sup>        | \$6.0 | \$0.0 | \$0.0 | \$0.0 | \$0.0 | \$0.0 | \$0.0 | \$0.0  | \$0.0  | \$0.0  | \$0.0  | \$6.0      | NA             |
| Total Employment (Jobs)                                  | 57    | 3     | 1     |       |       |       |       |        |        |        |        | NA         | 20             |
| Compensation to Labor (\$M) <sup>2</sup>                 | \$2.8 | \$0.4 | \$0.2 |       |       |       |       |        |        |        |        | \$3.4      | \$1.1          |
| Disposable Personal Income (\$M) <sup>3</sup>            | \$2.4 | \$0.3 | \$0.2 |       |       |       |       |        |        |        |        | \$2.9      | \$1.0          |
| GDP, Miami-Dade County (\$M)                             | \$4.0 | \$0.3 | \$0.1 |       |       |       |       |        |        |        |        | \$4.4      | \$1.5          |
| Gross Business Revenues/Sales (\$M)                      | \$7.0 | \$0.4 | \$0.2 |       |       |       |       |        |        |        |        | \$7.5      | \$2.5          |
| <b>Impact from Recurring Operations</b>                  |       |       |       |       |       |       |       |        |        |        |        |            |                |
| Total Employment (Jobs)                                  | 0     | 47    | 61    | 74    | 79    | 83    | 87    | 91     | 96     | 94     | 93     | NA         | 80             |
| Direct Employees (NK, Ltd.)                              | 0     | 30    | 40    | 50    | 54    | 58    | 62    | 66     | 70     | 70     | 70     | NA         | 57             |
| Compensation to Labor (\$M) <sup>2</sup>                 | \$0.0 | \$2.1 | \$2.8 | \$3.6 | \$4.0 | \$4.3 | \$4.7 | \$5.0  | \$5.4  | \$5.4  | \$5.5  | \$42.8     | \$4.0          |
| Disposable Personal Income (\$M) <sup>3</sup>            | \$0.0 | \$1.3 | \$1.9 | \$2.4 | \$2.7 | \$3.1 | \$3.4 | \$3.6  | \$3.9  | \$4.0  | \$4.1  | \$30.4     | \$3.0          |
| GDP, Miami-Dade County (\$M) <sup>4</sup>                | \$0.0 | \$2.6 | \$3.3 | \$4.1 | \$4.4 | \$4.7 | \$4.9 | \$5.3  | \$5.7  | \$5.6  | \$5.7  | \$46.3     | \$5.0          |
| Gross Business Revenues/Sales (\$M)                      | \$0.0 | \$5.0 | \$6.5 | \$8.1 | \$8.7 | \$9.3 | \$9.9 | \$10.5 | \$11.2 | \$11.2 | \$11.2 | \$91.8     | \$9.0          |
| <b>Impact from Construction and Recurring Operations</b> |       |       |       |       |       |       |       |        |        |        |        |            |                |
| Total Employment (Jobs)                                  | 57    | 50    | 62    | 74    | 79    | 83    | 87    | 91     | 96     | 94     | 93     | NA         | 79             |
| Compensation to Labor (\$M) <sup>2</sup>                 | \$2.8 | \$2.4 | \$3.1 | \$3.6 | \$4.0 | \$4.3 | \$4.7 | \$5.0  | \$5.4  | \$5.4  | \$5.5  | \$46.2     | \$4.2          |
| Disposable Personal Income (\$M) <sup>3</sup>            | \$2.4 | \$1.7 | \$2.1 | \$2.4 | \$2.7 | \$3.1 | \$3.4 | \$3.6  | \$3.9  | \$4.0  | \$4.1  | \$33.3     | \$3.0          |
| GDP, Miami-Dade County (\$M) <sup>4</sup>                | \$4.0 | \$2.9 | \$3.5 | \$4.1 | \$4.4 | \$4.7 | \$4.9 | \$5.3  | \$5.7  | \$5.6  | \$5.7  | \$50.7     | \$4.6          |
| Gross Business Revenues/Sales (\$M)                      | \$7.0 | \$5.4 | \$6.7 | \$8.1 | \$8.7 | \$9.3 | \$9.9 | \$10.5 | \$11.2 | \$11.2 | \$11.2 | \$99.4     | \$9.0          |

Notes: This simulation estimates the economic impact of Phase I. Dollar values are adjusted for inflation and reflect the consumer buying power in 2014. Cumulative values do not apply to employment. Annual averages do not include years when value is 0.

1. Does not include the cost of necessary public infrastructure investment.
2. Compensation includes wages and salaries and employer provided fringe benefits.
3. Disposable personal income is a measure of household buying power and represents personal income less taxes on earned income.
4. GDP, gross domestic product, represents the monetary value of finished goods and services produced within the borders of Miami-Dade in a one year period.
5. Gross business revenues represent the sales, rents and fees generated from business operations in Miami-Dade without removing the cost of goods and services procured from establishments located outside the County.

## **EXHIBIT "C"**

Deeds to the Property, Title Reports, City of Miami Resolutions and Miami-Dade County  
Resolutions and Previous Plats and Surveys



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 10/30/2014

| Property Information |  |
|----------------------|--|
| Folio:               | 01-3135-031-0010                             |
| Property Address:    | 1175 NW SOUTH RIVER DR                       |
| Owner                | MIAMI-DADE COUNTY<br>GSA R/E MGMT-SHOP       |
| Mailing Address      | 111 NW 1 ST STE 2460<br>MIAMI, FL 33128-1929 |
| Primary Zone         | 7703 MARINE ACTIVITY RELATED                 |
| Primary Land Use     | 8647 COUNTY : DADE COUNTY                    |
| Beds / Baths / Half  | 0 / 0 / 0                                    |
| Floors               | 2  |
| Living Units         | 0  |
| Actual Area          | Sq.Ft  |
| Living Area          | Sq.Ft  |
| Adjusted Area        | 12,459 Sq.Ft                                 |
| Lot Size             | 42,480 Sq.Ft                                 |
| Year Built           | 1949   |



| Assessment Information |             |             |             |
|------------------------|-------------|-------------|-------------|
| Year                   | 2014        | 2013        | 2012        |
| Land Value             | \$1,189,440 | \$1,189,440 | \$1,189,440 |
| Building Value         | \$549,159   | \$549,159   | \$595,711   |
| XF Value               | \$52,256    | \$52,256    | \$62,227    |
| Market Value           | \$1,790,855 | \$1,790,855 | \$1,847,378 |
| Assessed Value         | \$1,790,855 | \$1,790,855 | \$1,847,378 |

| Benefits Information |           |             |             |             |
|----------------------|-----------|-------------|-------------|-------------|
| Benefit              | Type      | 2014        | 2013        | 2012        |
| County               | Exemption | \$1,790,855 | \$1,790,855 | \$1,847,378 |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Short Legal Description   |
|---|
| COMMERCIAL RIVERSIDE PB 20-64<br>PART OF BLK 1 LYING W OF A LINE<br>WHICH IS 200FTE OF & PARR TO W<br>LINE OF BLK 1<br>LOT SIZE 42480 SQUARE FEET |

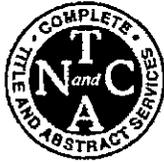
| Taxable Value Information |             |             |             |
|---------------------------|-------------|-------------|-------------|
|                           | 2014        | 2013        | 2012        |
| <b>County</b>             |             |             |             |
| Exemption Value           | \$1,790,855 | \$1,790,855 | \$1,847,378 |
| Taxable Value             | \$0         | \$0         | \$0         |
| <b>School Board</b>       |             |             |             |
| Exemption Value           | \$1,790,855 | \$1,790,855 | \$1,847,378 |
| Taxable Value             | \$0         | \$0         | \$0         |
| <b>City</b>               |             |             |             |
| Exemption Value           | \$1,790,855 | \$1,790,855 | \$1,847,378 |
| Taxable Value             | \$0         | \$0         | \$0         |
| <b>Regional</b>           |             |             |             |
| Exemption Value           | \$1,790,855 | \$1,790,855 | \$1,847,378 |
| Taxable Value             | \$0         | \$0         | \$0         |

| Sales Information |       |              |                           |
|-------------------|-------|--------------|---------------------------|
| Previous Sale     | Price | OR Book-Page | Qualification Description |
|                   |       |              |                           |

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

61



**NATIONAL TITLE AND  
ABSTRACT COMPANY**  
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

**TITLE SEARCH REPORT**

Search Number: 14-45752  
Contract Financial ID# EPP-RFQ 8474  
Project Financial ID# 0131350310010-1  
Street Address: 1175 NW South River Drive  
County: Miami-Dade County

**THE UNDERSIGNED** does hereby certify that a search has been made of the Official Records of Miami-Dade County, State of Florida for:

Miami-Dade County, Internal Services Department

As to the following described property to wit:

All that portion of Block 1 of the Amended Plat of COMMERCIAL RIVERSIDE, recorded in Plat Book 20, Page 64, of the Public Records of Miami-Dade County, Florida, lying West of a line which is 200 feet East of and parallel to the West line of said Plat of COMMERCIAL RIVERSIDE.

**LAST RECORD TITLE HOLDER:** Title is vested in Miami-Dade County by virtue of the Deed from the City of Miami dated July 15, 1940, filed August 20, 1940, and recorded in Deed Book 2088, Page 398.

**PROPOSED BUYER/BORROWER:** Miami-Dade County

**MORTGAGES & RELATED INSTRUMENTS:** NONE

**JUDGMENTS, LIENS, & other ENCUMBRANCES:** NONE

**FOLIO NUMBER:** 01-3135-031-0010

**CURRENT TAXES:** This parcel is tax exempt.

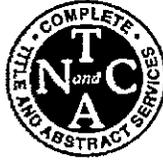
**DELINQUENT:** YES: \_\_\_\_\_ NO:  X  **TAX CERT:** None

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates, **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Miami-Dade County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

**CERTIFIED** from December 7, 1925 through April 11, 2014 at 2:30 p.m.

BY: H. Scott Macbeth  
H. Scott Macbeth, Esq.



**NATIONAL TITLE AND  
ABSTRACT COMPANY**  
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

**TITLE SEARCH REPORT**

Search Number: 14-45752  
Contract Financial ID# EPP-RFQ 8474  
Project Financial ID# 0131350310010-1  
Street Address: 1175 NW South River Drive  
County: Miami-Dade County

**DEEDS & CONVEYANCES:**

1. Indenture from the City of Miami to the County of Dade dated July 15, 1940, filed August 20, 1940, and recorded in Deed Book 2088, Page 398. (Re: A portion of Block 1)
2. Warranty Deed from T. Harrison Gibson, a single man, to the City of Miami, a municipal corporation, dated April 15, 1937, filed April 17, 1937, and recorded in Deed Book 1795, Page 62. (Re: All of Blocks 1 through 5)
3. Shown for Reference: Most of the underlying parcel of land was re-platted by the City of Miami as Tract "A" of SPORTSMAN'S PARK, recorded on June 27, 1951, in Plat Book 50, Page 81.
4. Warranty Deed from Burke Properties, Inc. a Florida corporation, to T. Harrison Gibson dated March 9, 1947, filed March 10, 1947, and recorded in Deed Book 1782, Page 348.
5. Liquidator's Deed from M. A. Smith, as Liquidator of Bank of Bay Biscayne, a Florida Banking corporation, to Burke Properties, Inc., a Florida corporation, dated March 3, 1937, filed March 4, 1937, and recorded in Deed Book 1781, Page 152.
6. Warranty Deed from Investment Company of North America, Inc., a Florida corporation, to M. A. Smith, as Liquidator of Bank of Bay Biscayne, a Florida Banking corporation, dated April 8, 1935, filed April 9, 1935, and recorded in Deed Book 1618, Page 14. (Re: Multiple parcels, including all of Blocks 1 through 5)
7. Liquidator's Deed from M. A. Smith, as Liquidator of Biscayne Trust Co., as Trustee, to Investment Company of North America, Inc., filed April 23, 1935 under Clerk's File No. 38411. (Plant Slip only)
8. Trust Deed from Investment Company of North America, Inc., to Biscayne Trust Company dated March 1, 1929, filed April 8, 1929, and recorded under Clerk's File No. E-11594. (Plant Slip only)
9. Warranty Deed from Solelan Investment Inc. to Investment Company of North America, Inc. dated March 25, 1929, filed March 26, 1929, and recorded under Clerk's File No. E-9716. (Plant Slip only)
10. Warranty Deed from Bank of Bay Biscayne to Solelan Investment Co. dated March 25, 1929, filed March 26, 1929, and recorded under Clerk's File No. E-9715. (Combined Plat Slip with E-9716)
11. Sheriff's Deed from Henry H. Chase, as Sheriff of Dade County, Florida, to Bank of Bay Biscayne dated May 7, 1928, filed may 9, 1928, and recorded in Deed Book 1218, Page 28. (Re: All of Blocks 1 to 5)
12. Master's Deed from Norris McElya, as Special Master in Chancery, to Williamson & Banker, Inc. a Florida corporation, dated June 25, 1928, filed June 26, 1928, and recorded in Deed Book 1233, Page 46.



**NATIONAL TITLE AND  
ABSTRACT COMPANY**  
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

**TITLE SEARCH REPORT**

Search Number: 14-45752  
Contract Financial ID# EPP-RFQ 8474  
Project Financial ID# 0131350310010-1  
Street Address: 1175 NW South River Drive  
County: Miami-Dade County

**DEEDS & CONVEYANCES: (continued)**

13. Shown for Reference: A portion of the Southeast  $\frac{1}{4}$  of Section 35, Township 53 South, Range 41 East was platted as Blocks 1 to 5 of Commercial Riverside by Williamson and Banker, Inc. in the Plat filed on December 7, 1925, in Plat Book 20, Page 64.
14. Shown for Reference: Warranty Deed from Investment Company of North America, a Florida corporation, to the City of Miami, a municipal corporation, dated December 6, 1930, filed May 3, 1932, and recorded in Deed Book 1485, Page 378. (Re: A portion of Lot 21 of Block 2 for widening the Miami River)

**NAME SEARCH:**

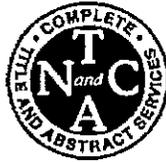
Miami-Dade County

**COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS:**

1. Dedications and easements contained in the Amended Plat of Commercial Riverside recorded on December 7, 1925, in Plat Book 20, Page 64.
2. Shown for Reference: Easements and other matters contained in the Plat of Sportman's Park Section A recorded by the City of Miami on June 27, 1951, in Plat Book 50, Page 81.
3. Shown for Reference: Easement over a portion of Block 2 to dredge and escavate material for widening the Miami River granted by Orange State Oil Company to the City of Miami dated January 15, 1931, filed May 2, 1932, and recorded in Deed Book 1485, Page 182.

Note: This easement does not appear to be released by the parties, but may have been abandoned or discontinued.

4. Shown for Reference: Sovereign Submerged Lands Modified Easement granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, to the Florida Department of Transportation dated April 25, 2005, filed May 11, 2005, and recorded in Official Records Book 23361, Page 2528. (Re: Submerged land in and around the bridge crossing the Miami River at NW 12<sup>th</sup> Avenue)



**NATIONAL TITLE AND  
ABSTRACT COMPANY**  
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

**TITLE SEARCH REPORT**

Search Number: 14-45752  
Contract Financial ID# EPP-RFQ 8474  
Project Financial ID# 0131350310010-1  
Street Address: 1175 NW South River Drive  
County: Miami-Dade County

**EXCLUDED MATTERS:**

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.
2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.
3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.
4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.
5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

**CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:**

1. Review all documents referred to in this report.
2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.
3. Other: None

THIS INDENTURE

Made this fiftieth day of July, A. D., 1940,

BETWEEN

THE CITY OF MIAMI

a municipal corporation of the State of Florida, of the County of Dade in the State of Florida, party of the first part, and the

COUNTY OF DADE

a political subdivision of the State of Florida, party of the second part.

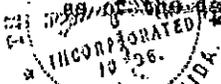
WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns, forever, the following described land, situate, lying and being in the County of Dade and State of Florida, to-wit:

ALL THAT PORTION of Block One (1) of the Amended Plat of COMMERCIAL RIVERSIDE, recorded in Plat Book 20, page 64 of the Public Records of Dade County, Florida, lying west of a line which is Two hundred feet (200') east of and parallel to the west line of said Plat of Commercial Riverside;

The purpose of this conveyance is to afford a site for the erection of a United States Naval Reserve Armory.

AND THE SAID PARTY OF THE FIRST PART does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in its name and its corporate seal to be affixed hereto by its City Manager and its City Clerk as of the date first above written.



Designed, sealed and delivered in the presence of:

*Jessie S. Paris*  
*[Signature]*

THE CITY OF MIAMI,

BY *[Signature]*  
City Manager

ATTEST: *[Signature]*  
City Clerk

*Resolution # 16162*

STATE OF FLORIDA }  
COUNTY OF DADE }

I HEREBY CERTIFY, That on this day personally ap-  
peared before me, an officer duly authorized to administer  
oaths and take acknowledgments L. L. LEE, and FRANK KELLY  
as City Manager and City Clerk, respectively, to me well  
known to be the persons described in and who executed the  
foregoing deed, and acknowledged before me that they executed  
the same freely and voluntarily for the purposes therein ex-  
pressed.

WITNESS MY HAND and seal at Miami, County of Dade, and  
State of Florida, this <sup>24<sup>th</sup></sup> day of July, A. D., 1940.

MY COMMISSION EXPIRES:  
Notary Public, State of Florida  
M. ...

Josephine D. Paris  
Notary Public  
State of Florida at Large

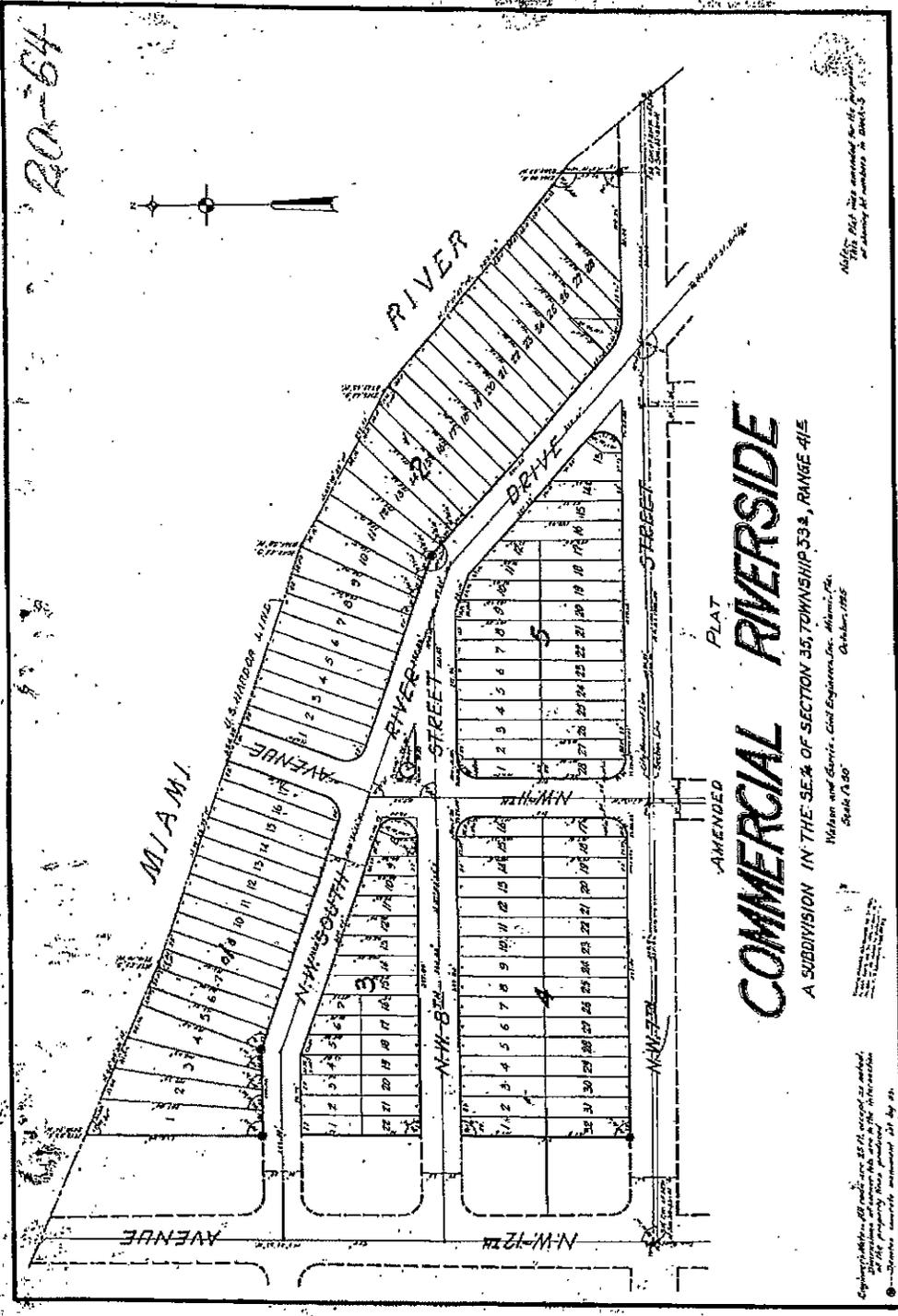


APPROVED AS TO FORM  
DATE 7/15/40 19 40  
BY Edward J. ...  
CITY ATTORNEY OF MIAMI

APPROVED AS TO DESCRIPTION  
H. Syden  
SECTION OF PUBLIC SERVICE

State of Florida, County of Dade  
This instrument was filed for record the 20<sup>th</sup> day of Aug  
1940, and duly recorded in Deed  
Book 2088 on Page 398 File No. 7-44329  
B. D. BATHURMAN  
Clerk Circuit Court  
H. J. Gardner D. C.

20-64



This plat was approved by the City of Miami on the 15th day of August, 1955.

William and Gertrude - Civil Engineers, Inc. Miami, Fla. October, 1955

Scale 1/8" = 50'

THE CITY OF MIAMI, FLORIDA, HAS REVIEWED THE PLAT AND FINDS THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE PLAT ACT AND THE ZONING ORDINANCES OF THE CITY OF MIAMI, FLORIDA.

ATTEST: My Commission Expires: 12-31-1955

City Engineer

THE CITY OF MIAMI, FLORIDA, HAS REVIEWED THE PLAT AND FINDS THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE PLAT ACT AND THE ZONING ORDINANCES OF THE CITY OF MIAMI, FLORIDA.

ATTEST: My Commission Expires: 12-31-1955

City Engineer

THE CITY OF MIAMI, FLORIDA, HAS REVIEWED THE PLAT AND FINDS THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE PLAT ACT AND THE ZONING ORDINANCES OF THE CITY OF MIAMI, FLORIDA.

ATTEST: My Commission Expires: 12-31-1955

City Engineer

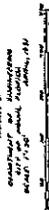
20-64

10/15/55

W. J. ...

# SPORTSMAN'S PARK SECTION 'A'

A SUBDIVISION IN THE SW<sup>1</sup>/<sub>4</sub> OF THE  
SE<sup>1</sup>/<sub>4</sub> OF SEC. 48, T<sup>1</sup>8R. 35<sup>S</sup>, R<sup>1</sup>6E. 41E.  
MIAMI-DADE COUNTY-FLORIDA



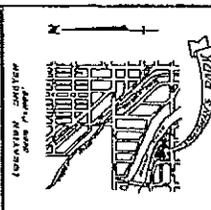
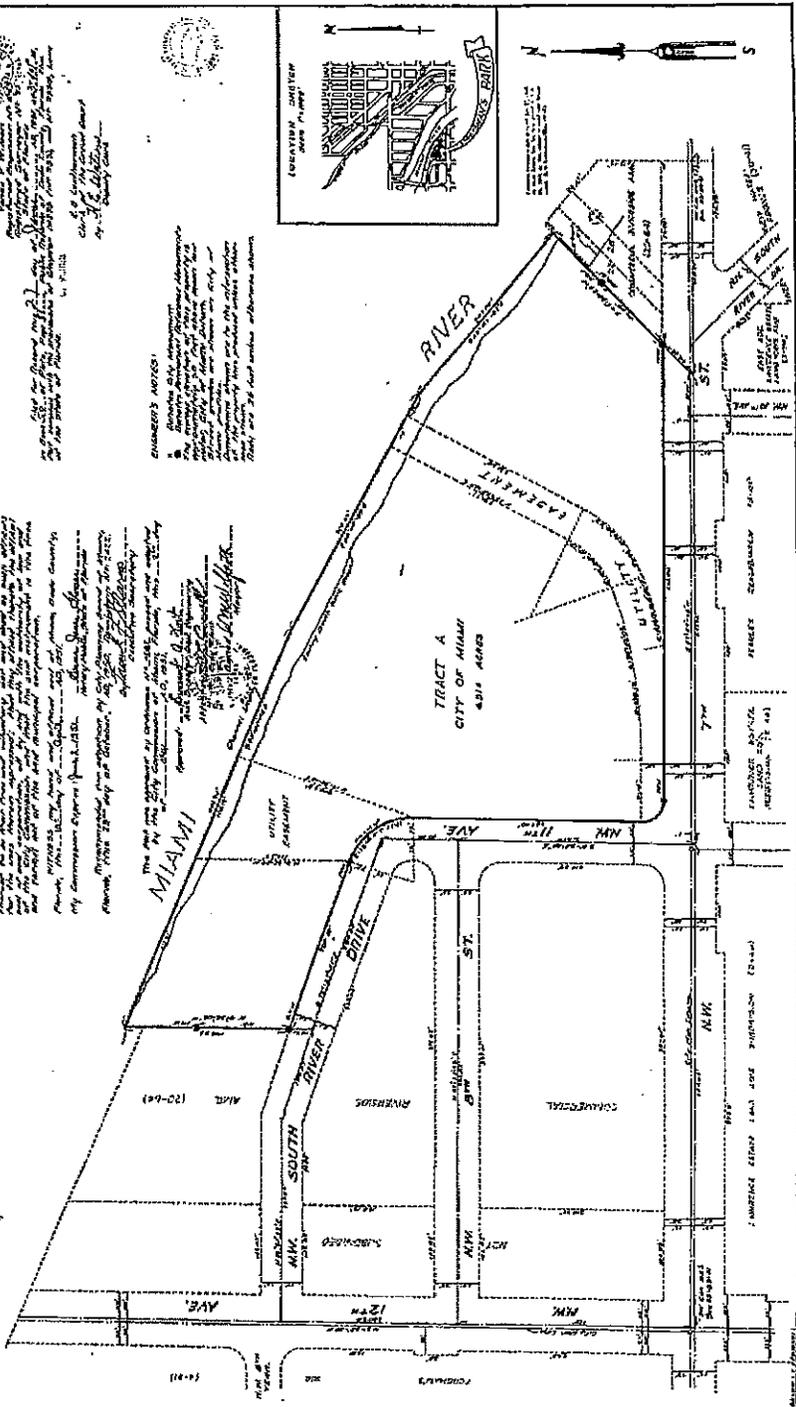
BEFORE ALL MEN BY THESE PRESENTS: I, the Mayor of the City of Miami, do hereby certify that the foregoing plat of Tract A, City of Miami, 4.314 Acres, is a true and correct copy of the original plat as the same appears on file in the Office of the City Clerk of the City of Miami, Florida, and that the same has been duly recorded in the Office of the City Clerk of the City of Miami, Florida, and that the same is a true and correct copy of the original plat as the same appears on file in the Office of the City Clerk of the City of Miami, Florida, and that the same has been duly recorded in the Office of the City Clerk of the City of Miami, Florida.

Witness my hand and the seal of the City of Miami, Florida, this 15th day of April, 1924.

Approved: *[Signature]*  
City of Miami, Florida



ENGINEER'S NOTES:  
1. The proposed streets shown on this plat are subject to the approval of the Board of Public Works of the City of Miami, Florida.  
2. The proposed streets shown on this plat are subject to the approval of the Board of Public Works of the City of Miami, Florida.



ENGINEER'S NOTES:  
1. The proposed streets shown on this plat are subject to the approval of the Board of Public Works of the City of Miami, Florida.  
2. The proposed streets shown on this plat are subject to the approval of the Board of Public Works of the City of Miami, Florida.

## GRANT OF EASEMENT

TO DREDGE OR EXCAVATE MATERIAL FOR THE  
PURPOSE OF DEEPENING AND WIDENING MIAMI RIVER

THIS INDENTURE, Made this 15th day of January  
A. D. 1931, by and between Orange State Oil Company, a corporation  
existing under the laws of the State of Florida,

party of the first part, and THE CITY OF MIAMI, a municipal  
corporation of the State of Florida, party of the second part,

WITNESSETH: That for and in consideration of the sum  
of one dollar (\$1.00) in hand paid to the parties of the first  
part by the party of the second part, the receipt of which is  
hereby acknowledged, and other good and valuable considerations,  
the party of the first part hereby grants, gives and con-  
veys to the party of the second part, its successors and assigns,  
the right to dredge or excavate material for the purpose of deepening  
and widening Miami River, upon, beneath, through and across  
the following described land, situated, lying and being in Dade  
County, Florida, and more particularly described as follows:

Beginning at a point on the Northwestern line of Lot 17, Block  
2, Commercial Riverside Amended, as recorded in Plat Book 20, Page  
64, Public Records of Dade County, Florida, said point being thirteen  
(13) feet, more or less, southwesterly from the intersection of said  
Northwestern line of Lot 17 with the U. S. Pierhead and Bulkhead Line  
as now established; Thence Northeasterly along said Northwestern line  
of Lot 17 a distance of thirteen (13) feet, more or less, to the U. S.  
Pierhead and Bulkhead Line as now established; Thence southeasterly  
along said U. S. Pierhead and Bulkhead Line as now established to the  
southeasterly line of Lot 20 of said Block 2; Thence Southwesterly along  
said southeasterly line of Lot 20 a distance of Twelve and One Half (12.5)  
feet, more or less, to the Proposed New Pierhead and Bulkhead Line; Thence  
Northwesterly along said Proposed New Pierhead and Bulkhead Line across  
Lots 20, 19 and 18 of said Block 2 to a point on the Northwestern line  
of said Lot 18, said point being twelve and one-half (12.5) feet, more or  
less, southwesterly from the intersection of said Northwestern line of  
Lot 18 with the U. S. Pierhead and Bulkhead Line as now established; Thence  
run Northwesterly on a continuation of the last described course along  
said Proposed New Pierhead and Bulkhead Line a distance of 18 feet,  
more or less; Thence with a deflection angle to the left continue along  
said Proposed New Pierhead and Bulkhead Line to the point of beginning.

together with the rights of the agents, servants and employees of the said party of the second part, its successors and assigns, of ingress and egress to and over and under the said property, and for doing anything necessary or convenient for the enjoyment of the easement herein granted, also together with the rights, easements, or privileges in and to said lands which may be required for the full enjoyment of the rights herein granted.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that The City of Miami, a municipal corporation, agrees that the said dredging or excavating shall always be maintained as not to be a nuisance, or as to injure the remainder of the said lot or property in any way whatsoever.

Should the above easement be abandoned or discontinued by operation of law, or otherwise, the said easement shall cease and revert to the grantor herein, or its successors or assigns,

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

Signed, sealed and delivered in the presence of:

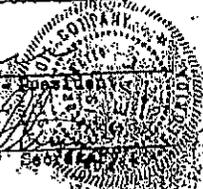
[Signature]  
Margaret J. Mason

Oxiana State Oil Company

BY: [Signature]

ATTEST: [Signature]

Mortgages or Leases



State of Florida County of Dade,  
This instrument was filed for record, this 2 day of May  
1931 at 11:20 A.M. and duly recorded in Book 1485  
Page 184 on Page 184 File No. 114624

STATE OF FLORIDA }  
COUNTY OF DADE } ss:

E. B. LEATHERMAN,  
CLERK COUNTY COURT  
By [Signature] D. C.

I HEREBY CERTIFY, that on this day personally appeared  
before me, an officer duly authorized to administer oaths  
and take acknowledgments, \_\_\_\_\_

to me well known to be the person described in and who executed  
the foregoing instrument, and acknowledged before me that  
executed the same freely and voluntarily for the purpose therein  
expressed.

and I further certify that the said \_\_\_\_\_

known to me to be the wife of the said \_\_\_\_\_

on a separate and  
private examination taken and made by and before me, separately  
and apart from her said husband, did acknowledge that she made  
herself a party to said instrument for the purpose of renouncing  
relinquishing and conveying all her right, title and interest,  
whatsoever, to her said husband or of separate property, statutory or  
otherwise, in and to the lands described therein, and that she  
executed the said instrument freely and voluntarily and without  
any compulsion, constraint, apprehension or fear of or from her  
said husband.

Witness my hand and official seal at \_\_\_\_\_  
County of \_\_\_\_\_ and State of \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1931

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Dade

I, an officer authorized to take acknowledgments of  
deeds and other instruments, duly qualified and acting, hereby  
certify that J. E. Fann and \_\_\_\_\_  
\_\_\_\_\_ vice-

C. E. Chinn respectively, as President and  
Secretary of the Orange State Oil Company

to me personally known,  
this day acknowledged before me that they executed the foregoing  
instrument as such officers of said corporation, and that they  
affixed thereto the official seal of said corporation; and I  
further certify that I know the said persons making said ac-  
knowledgment to be the individuals described in and who executed  
the said instrument.

In witness whereof, I hereunto set my hand and official  
seal at said County and State this 15th day of January  
A. D. 1931



Margaret D. ...  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_



CFN 2005R0480800  
 DR Bk 2336f Pgs 252B - 253B; (11pgs)  
 RECORDED 05/11/2005 15:48:06  
 HARVEY RUBIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared By:  
Dave Fewell  
 Recurring Revenue Section  
 Bureau of Public Land Administration  
 3900 Commonwealth Boulevard  
 Mail Station No. 125  
 Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
 OF THE STATE OF FLORIDA

SOVEREIGN SUBMERGED LANDS MODIFIED EASEMENT

NO. 00255(411)-13  
 BOT File NO. 131921336  
 PA No. 13-02444-P

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Florida Department of Transportation, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of submerged land in Section 35, Township 53 South, Range 41 East, in Miami River, Miami-Dade County, as is more particularly described and shown on Attachment A, dated August 30, 2004.

TO HAVE THE USE OF the hereinabove described premises from November 5, 2004, the effective date of this modified easement. The terms and conditions of and for which this modified easement is granted are as follows:

1. **USE OF PROPERTY:** The above described parcel of land shall be used solely for public transportation purposes only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. Grantee shall not engage in any activity except as described in the South Florida Water Management District, Environmental Resource Standard General Permit No. 13-02444-P, dated November 5, 2004, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.
2. **AUTOMATIC TERMINATION:** This easement shall automatically terminate when, in the opinion of Grantor, the easement is not utilized for the purposes authorized. Any costs or expenses incurred by Grantor in removing Grantee or its property from the easement area shall be paid by Grantee.
3. **WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND:** Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.
4. **RIGHTS GRANTED:** The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

[41]

RETURN TO:  
 State of Florida Dept. of Transportation  
 1000 N.W. 111 Avenue • Miami, FL 33172  
 Attention: R/W Administration • Room 6106

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE BASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. RESOLUTION OF ANY INEQUITIES: Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective parties to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES: Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

15. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

16. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

Page 2 of 11 Pages  
Easement No. 00255(4111-13)

RETURN TO:  
State of Florida Dept. of Transportation  
1000 N.W. 111 Avenue - Miami, FL 33172  
Attention: R/W Administration - Room 6105

**17. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS:** No additional structures shall be erected and/or activities undertaken, including but not limited to dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

**18. UPLAND RIPARIAN PROPERTY INTEREST:** During the term of this easement, Grantee, pursuant to section 18-21.009, Florida Administrative Code, must either be the record owner of the riparian upland property or have the written consent of the riparian upland property owner(s) to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

Page 3 of 11 Pages  
Easement No. 00255(4111-13)

WITNESSES:

[Signature]  
Original Signature

Kathy C. Griffin  
Print/Type Name of Witness

[Signature]  
Original Signature

David Clark  
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

BY: [Signature] (SEAL)

Dale Adams, Operations and Management Consultant  
Manager, Bureau of Public Land Administration,  
Division of State Lands, Department of Environmental  
Protection, as agent for and on behalf of the Board of Trustees of  
the Internal Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 2005 by Dale Adams, Operations and Management Consultant, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

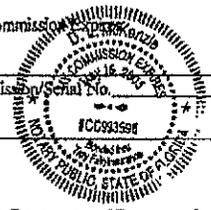
APPROVED AS TO FORM AND LEGALITY:

[Signature]  
DEP Attorney

[Signature]  
Notary Public, State of Florida

D.L. McKonee  
Printed, Typed or Stamped Name

My Commission Expires \_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_



WITNESSES:

[Signature]  
Original Signature

Margaret Higgins  
Typed/Printed Name of Witness

[Signature]  
Original Signature

REGINA SOTO  
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2005, by John Martinez as District Six Secretary, for and on behalf of the Florida Department of Transportation. He is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

My Commission Expires \_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_  
Expires 03/26/2006

Page 4 of 11 Pages  
Basement No. 00255(4111-13)

Florida Department of Transportation

BY: [Signature]  
Original Signature of Executing Authority

John Martinez  
Typed/Printed Name of Executing Authority

District Six Secretary  
Title of Executing Authority

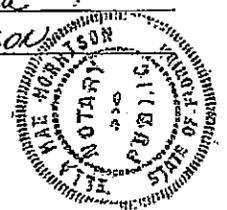
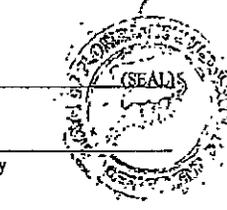
APPROVED AS TO FORM AND LEGAL SUFFICIENCY "GRANTEE"

BY: [Signature]  
D. MICHAEL SCHLOSS, ESQ.

DATE: 3/9/05

[Signature]  
Notary Public, State of Florida

Ella L. Morrison  
Printed, Typed or Stamped Name



**SPECIFIC PURPOSE SURVEY  
FOR  
PARCEL 800  
FOR PERMANENT EASEMENT  
THE FLORIDA DEPARTMENT OF TRANSPORTATION  
CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA**

FED. PROJ. ID.  
250686338

SITUATE, LYING AND BEING IN SECTION 35, TOWNSHIP 53 SOUTH, RANGE 41  
EAST COMPRISING PORTIONS THE MIAMI RIVER, N.W. 12th AVENUE AND  
UNDERLYING PLATS AS RECORDED IN THE PUBLIC RECORDS OF DADE  
COUNTY, FLORIDA

ADD/REVISED SUBMITTAL

PREPARED BY:



SEP 09 2004

030206-10

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB 24  
2001 N.W. 107th AVENUE  
MIAMI, FLORIDA 33172-2507  
(305) 592-7275

**ABBREVIATIONS:**

- R - RADIUS
- Δ - CENTRAL ANGLE OR DEFLECTION ANGLE
- A - ARC LENGTH
- P.I. - POINT OF INTERSECTION
- PNT - POINT OF NON-TANGENT INTERSECTION
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- L, LT - LEFT
- R, RT - RIGHT
- M - METER
- R/W - RIGHT-OF-WAY
- W.P.I. - WORK PROGRAM ITEM
- S.W. - SOUTHWEST
- S - SOUTH
- STY - STORY
- CBS - CONCRETE & BLOCK STRUCTURE
- U.S. - UNITED STATES
- P.B. - PLAT BOOK
- N/A - NOT APPLICABLE
- NO. - NUMBER
- BK. - BOOK
- STA. - STATION
- PYMT - PAVEMENT
- P. - PAGE
- N.T.S. - NOT TO SCALE
- SPWMD - SOUTH FLORIDA WATER MANAGEMENT DISTRICT



LOCATION MAP  
NOT TO SCALE

**FLORIDA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY MAPPING**

**SPECIFIC PURPOSE SURVEY**

STATE ROAD NO. 933 MIAMI-DADE COUNTY

| BY                          | DATE     | APPROVED BY      | DATE     |
|-----------------------------|----------|------------------|----------|
| PRELIM R. PEREZ             | 03-24-04 | ROBERTO NARTECON | 08-30-04 |
| FINAL J.C.J. DEZ            | 06-30-04 |                  |          |
| CHECKED D. DEANS            | 06-07-04 |                  |          |
| MAPS PREPARED BY P.B.S.M.I. |          | FIELD BOOK NO.'S |          |
| W.P.I. NO. C-8474           |          | SCALE: N.T.S.    |          |
| F.W. PROJ. NO. 250686338    |          |                  |          |
| SECTION 187085-2510         |          | SHEET 107 7      |          |

**PBS** 2001 N.W. 107th AVE.  
MIAMI, FL 33172-2507  
(305) 592-7275

NOT A FIELD BOUNDARY SURVEY

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

THIS DOCUMENT CONSISTS OF TEN (10) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

| REVISION | BY           | DATE     |
|----------|--------------|----------|
|          | SPWMD REVIEW | 04-26-04 |
|          | FDOT REVIEW  | 06-30-04 |

Attachment A  
Page 5 of 11 Pages  
BOT No. 131922336

77

SURVEYOR'S REPORT  
 SPECIFIC PURPOSE SURVEY  
 FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION  
 PARCEL 800 (PERMANENT EASEMENT)  
 AT THE N.W. 12TH AVENUE CROSSING OF THE MIAMI RIVER  
 CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA

FED. PROJ. ID.

2506861321

**ARTICLE I**  
 DEFINITIONS, GENERALLY:

**CLIENT:** Shall mean the Florida Department of Transportation.  
**SURVEY MAP:** Shall mean the graphic depiction of the Specific Purpose Survey in the form of the 'Specific Purpose Survey' Map and Report in ten (10) Sheets, attached hereto, made a part hereof and incorporated herein by reference.  
**SUBJECT PROPERTY:** Shall mean all those lots, parcels or pieces of land indicated in the Legal Description portion (Article III) of this Report, reference to which is made for a more full and complete description thereof.  
**CITY:** Shall mean the City of Miami, a municipal corporation of the State of Florida  
**COUNTY:** Shall mean Miami-Dade County, a political subdivision of the State of Florida, the name of which was changed from 'Dade County' by its electors on November 13, 1997 and codified by its Board of County Commissioners pursuant to County Ordinance Number 97-212. Hence, all references to documents filed for record prior to that date shall refer to the old County name and documents filed for record subsequent to that date (or mention by Common Report, as the case may be) shall make reference to the new County name.

**ARTICLE II**  
 MAP OF SPECIFIC PURPOSE SURVEY:

See Survey Map in seven (7) Sheets incorporated herein and made a part hereof by reference. The date of completion of original field survey (the 'Survey Date') in connection with same was on November 25, 2002.  
 Revision Note: This Survey Map and Report is hereby revised and recertified this 24th day of March, 2004 to reflect changes and additional measurements made pursuant to the letter of review issued by the South Florida Water Management District.

**ARTICLE III**  
 LEGAL DESCRIPTION  
 PARCEL 800:

All that lot, place or parcel of land situate, lying and being in Section 35 Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida, being portions of CORRECTED PLAT OF 'RIVERMONT', as recorded in Plat Book B of Page 95, FORDMAN'S SUBDIVISION, as recorded in Plat Book 4 of Page 93, COUNTRY CLUB ADDITION, as recorded in Plat Book 8 of Page 72 and AMENDED PLAT COMMERCIAL RIVERSIDE, according to the Plat thereof, as recorded in Plat Book 20 of Page 84, all of the Public Records of Miami-Dade County, Florida, together with a portion of the Waterway known as the Miami River and the Right of Way known as N.W. 12th Avenue (State Road No. 933), the same parcel of land being more particularly described by metes and bounds as follows:

COMMENCE of the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 35; thence N07°24'40"W along the East line of said Southeast 1/4 of the Southwest 1/4 of Section 35 for 763.16 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; from said POINT OF BEGINNING and departing said West line of Southeast 1/4 of the Southwest 1/4 of Section 35, thence N84°43'02"W for 2.98 feet; thence S86°13'55"W for 18.12 feet; thence S83°01'22"W for 8.37 feet; thence N88°51'00"W for 0.60 feet; thence N07°24'40"W for 47.42 feet; thence S68°26'14"E for 3.83 feet; thence N07°43'46"E for 184.28 feet; thence S82°52'25"E for 28.55 feet; thence S6°03'14"E for 40.61 feet; thence S68°13'00"E for 22.70 feet; thence S84°36'39"E for 87.84 feet; thence S30°40'39"E for 3.96 feet; thence S10°24'56"W for 191.03 feet; thence N68°33'16"W for 20.81 feet; thence N78°57'24"W for 81.95 feet; thence N54°22'59"W for 3.07 feet; thence N70°16'54"W for 11.36 feet; thence N84°43'02"W for 11.41 feet to the POINT OF BEGINNING.

Said Parcel 800 contains 36,222 square feet, more or less, by calculation.

Parcel 800 as herein shown is an enlargement of Parcel 800 granted to Florida Department of Transportation by the Board of Trustees of the Internal Improvement Trust Fund on September 12, 1991 under Easement No. 00255 (411-13).

|   |          |                    |                           |
|---|----------|--------------------|---------------------------|
| <b>FLORIDA DEPARTMENT OF TRANSPORTATION</b> |          |                    |                           |
| <b>RIGHT OF WAY MAPPING</b>                 |          |                    |                           |
| <b>SPECIFIC PURPOSE SURVEY</b>              |          |                    |                           |
| STATE ROAD NO. 933                          |          | MIAMI-DADE COUNTY  |                           |
| BY  | DATE     | APPROVED BY        | DATE                      |
| PRELIM                                      | R. PEREZ | 03-24-04           |                           |
| FINAL                                       | J.C. DEZ | 08-30-04           | ROBERTO MANTECON 08-30-04 |
| CHECKED                                     | D. DEANS | 06-01-04           |                           |
| MAPS PREPARED BY                            |          | FIELD BOOK NO.'S   |                           |
| P.B.S.&L.                                   |          |                    |                           |
| W.P.J. #0, C-8474                           |          | SCALE, N.T.S.      |                           |
| FED. PROJ. NO. 2506861321                   |          | SECTION 187098-250 |                           |
|   |          | SHEET 4 OF 7       |                           |



NOT A FIELD BOUNDARY SURVEY

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LHM  
 THIS DOCUMENT CONSISTS OF TEN (10) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

|              |          |
|--------------|----------|
| SPRVD REVIEW | 04-26-04 |
| FOOT REVIEW  | 08-30-04 |
| REVISION     | BY DATE  |

Attachment A  
 Page 6 of 11 Pages  
 BOT No. 131922336

**ARTICLE IV  
ACCURACY:**

FED. PROJ. ID.  
250606132J

Although the majority of the subject property falls within submerged areas, this survey was predicated on the expected use of same as "Commercial/High Risk", as classified in the "Minimum Technical Standards for Land Surveying in the State of Florida," pursuant to Rule 68G17-6 of the Florida Administrative Code. The minimum relative distance accuracy for this type of Survey is 1 foot in 10,000 feet. Though a boundary survey was not performed, per se, (See Article VIII the accuracy obtained by measurement and calculation of closed geometric figures were found to exceed this requirement. For more information regarding methods and procedures for this survey, refer to the Boundary Inconsistencies portion (Article VII) of this Report.

The Survey Map is intended to be displayed on the graphic and stated scales in English Units of measurement. Attention is directed to the fact that said Survey Map may be altered in scale by reproduction. This must be considered when obtaining scaled data.

**ARTICLE V  
SOURCES OF DATA:**

The recorded Plot of MAP OF MIAMI, DADE CO., FLA., according to the Plat thereof, as recorded in Plat Book B at Page 41 of the Public Records of Dade County (now Miami-Dade County), Florida.

The recorded Plot of CORRECTED PLAT OF "RIVERMONT," according to the Plat thereof, as recorded in Plat Book B at Page 95 of the Public Records of Dade County (now Miami-Dade County), Florida.

The recorded Plot of FORDHAM'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 4 at Page 93 of the Public Records of Dade County (now Miami-Dade County), Florida.

The recorded Plot of COUNTRY CLUB ADDITION, according to the Plat thereof, as recorded in Plat Book 8 at Page 72 of the Public Records of Dade County (now Miami-Dade County), Florida.

The recorded Plot of AMENDED PLAT COMMERCIAL RIVERSIDE, according to the Plat thereof, as recorded in Plat Book 20 at page 64 of the Public Records of Dade County (now Miami-Dade County), Florida.

The State of Florida Department of Transportation Right of Way Map in four sheets for N.W. 12th Avenue (State Road No. 933, W.P.J. 611397, State Project No. 87085-2510 dated September 25, 2002. The Baselines of Survey and center line of construction provided by Florida Department of Transportation as shown on the Survey Map, along with the stationing thereof, were derived from said Map series.

Bearings as shown hereon refer to a bearing of N0124°40'W along the Baseline of Survey. This line is well-monumented and is more fully described in the State of Florida Department of Transportation Right of Way Map in four sheets for N.W. 12th Avenue (State Road No. 933, W.P.J. 611397, State Project No. 87085-2510 dated September 25, 2002 as noted above. The field survey and this Survey Map and Report resulting therefrom, was performed in accordance with the applicable provisions of Rule 18-21.009 of the Florida Administrative Code as it pertains to Public Easements.

**ARTICLE VI  
LIMITATIONS:**

Since no other information other than what is cited in the Sources of Data were furnished, the client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Survey Map or contained within this Report that may be found in the Public Records of Miami-Dade County, the City of Miami, or any other public and private entities as their jurisdictions may appear. The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear of public record.

No excavation or determination was made as to how the subject property is served by utilities. Subsurface utilities, including, but without limitation to pipes, wires, vaults, boxes, drain tiles, voids, cables and other materials ancillary to the delivery and/or disposal of water, wastewater, sewage, electricity, gas, telephone service, cable television & etc. as they may exist within, upon, across or abutting the subject property were not located and are not shown. In addition, the foundations

| FLORIDA DEPARTMENT OF TRANSPORTATION<br>RIGHT OF WAY MAPPING |            |                             |                           |
|--|------------|-----------------------------|---------------------------|
| SPECIFIC PURPOSE SURVEY                                      |            |                             |                           |
| STATE ROAD NO. 933   |            | MIAMI-DADE COUNTY           |                           |
|  | BY         | DATE                        | APPROVED BY               |
| PRELIM   | R. PEREZ   | 03-24-04                    |                           |
| FINAL  | J. L. Fdez | 08-30-04                    | ROBERTO MANTECÓN 08-30-04 |
| CHECKED  | D. DENNIS  | 06-07-04                    |                           |
| NOT A FIELD BOUNDARY SURVEY                                  |            | MAPS PREPARED BY P.B.S.A.I. |                           |
| SPRWD REVIEW   | 04-26-04   | FIELD BOOK NO.'S            |                           |
| FOOT REVIEW  | 09-30-04   | SCALE: N.T.S.               |                           |
| W.P.J. NO. C-8474  |            | FW. PROJ. ID. 250606132J    |                           |
| SECTION : 87085-2510   |            | SHEET 5 OF 7                |                           |

**PBSI** 200 N.W. 10TH AVE.  
MIAMI, FL 33137-2507  
1-800-242-7875

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 1388

THIS DOCUMENT CONSISTS OF TEN (10) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

Attachment A  
Page 7 of 11 Pages  
BOT No. 131922336

79

FED. PROJ. ID.

2506861321

of the existing buildings and other surface structures as they may exist within, upon, across or abutting the subject property were not located. This notice is required by the "Minimum Technical Standards for Land Surveying in the State of Florida," pursuant to Rule 61G17-6 of the Florida Administrative Code.

Underwater and subsurface soil conditions were not determined, as this falls outside the purview of this survey. These conditions may include the determination of wetlands, filled-in areas, geological and archeological conditions, or possible contamination by hazardous liquid or solid waste that may occur within, upon, across, abutting or adjacent to the subject property.

Well-identified features as depicted on the Survey Map were measured to an estimated horizontal positional accuracy of 1/10 foot, unless otherwise shown.

Notice is hereby given that Sunshine State One Call of Florida, Inc. must be contacted at 1-800-432-4770 at least 2 business days in advance of any construction, excavation or demolition activity within, upon, abutting or adjacent to the subject property. This notice is given in compliance with the "Underground Facility Damage Prevention and Safety Act," pursuant to Chapter 556.001-III of the Florida Statutes.

The Specific Purpose Survey does not constitute a field boundary survey of the premises described in Article III. However, determinations were made as to location of portions of the Miami River for the purposes of this survey using the location of the waterward face of existing bulkheads, pilas, docks and other physical features along the Miami River within the subject property.

It is important to note that the methods as described above do not represent a Mean High Water Line Survey as defined under Chapter 177, Part II of the Florida Statutes. The applicable portion of each is more fully shown on the Survey Map. Further, Title to the submerged portions of the Subject Property as depicted on the Survey Map is not to be construed as being conveyed by Chapter 253J2 of the Florida Statutes.

**ARTICLE VII  
BOUNDARY INCONSISTENCIES:**

This Specific Purpose Survey and the Survey Map and Report resulting therefrom was prepared for the specific purpose of depicting the measurement of horizontal spatial data for the subject property as described therein. The comparative values between field, plot and calculated measurements as may apply, are fully shown on the Survey Map.

**ARTICLE VIII  
APPARENT PHYSICAL USE:**

The subject property is occupied by physical features conducive to the use and maintenance of public rights of way (that is to say, pavements, sidewalks, surface indications of public utilities) as well as commercial facilities. Furthermore, the subject property crosses the Miami River, a waterway that is used for public purposes. The character and location of these facilities and how they relate to each other are fully shown on the Survey Map.

These measurements and examinations were performed under my direct supervision and in my professional judgment, every attempt was made to locate the boundaries in question using the standards of care for surveying and mapping in these matters, subject to the limitations as set forth in this Survey Map and Report.

**ARTICLE IX  
EASEMENTS:**

No information was provided as to the existence of any easements other than what appears on the underlying plat of record. Please refer to the Limitations portion (Article VII) of this Report with respect to possible restrictions of record and utility services.

**FLORIDA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY MAPPING**

**SPECIFIC PURPOSE SURVEY**

STATE ROAD NO. 833 MIAMI-DADE COUNTY

BY DATE APPROVED BY DATE

PRELIM R. PEREZ 03-24-04 ROBERTO MARTEGON 08-30-04

FINAL

CHECKED D. DEANS 06-07-04

MAPS PREPARED BY FIELD BOOK NO.'S

P.B.S.#1, W.P.I. NO. C-8474 SCALE: N.T.S.

FED. PROJ. ID. 2506861321 SECTION: 87085-2540 SHEET 6 OF 7

**PBSJ** 2001 N.W. 107th Ave.  
Miami, FL 33172-2507  
13051 084-7219

**NOT A FIELD BOUNDARY SURVEY**

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 1284

SPRING REVIEW 04-26-04

FIELD REVIEW 08-30-04

THIS DOCUMENT CONSISTS OF TEN (10) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULLY VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

REVISION BY DATE

Attachment A  
Page 8 of 11 Pages  
BOT No. 131922336

80

FED. PROJ. ID.

2506861321

ARTICLE X

CLIENT INFORMATION:

This Specific Purpose Survey and the Survey Map and Report resulting therefrom were prepared at the discretion of:

The Florida Department of Transportation, an agency and instrumentality of the State of Florida District VI Surveying and Mapping Center 1000 N.W. 107th Avenue Miami, Florida 33172 (305) 470-5190

The Safe Upland Line and Mean High Water Line Elevation definitions as indicated in this Survey Map and Report were acquired from Douglas Thompson, PSW of the Florida Department of Environmental Protection, Bureau of Survey and Mapping. These elevations are shown for informational purposes only.

Mean High Water Line Elevation= 1.70 feet Safe Upland Line= 2.20 feet

ARTICLE XI

SURVEYOR'S CERTIFICATE:

I hereby certify to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the Florida Department of Transportation, an agency and instrumentality of the State of Florida that this "Specific Purpose Survey" and the Survey Map and Report resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Specific Purpose Survey" meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 61G17-6 of the Florida Administrative Code and its implementing rule, Chapter 472.027 of the Florida Statutes.

PBS, a Florida Certificate of Authorization Number LB24 2001 N.W. 107th Avenue Miami, Florida 33172-2507 (305) 592-7275

By: [Signature]

Roberto Mantecón, PLS Professional Land Surveyor No. 4431 State of Florida Date of Completion of Field Survey: March 19, 2004 Date of Certification: August 30, 2004

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps and Reports by other than the signing party or parties are prohibited without the written consent of the signing party or parties. This document consists of ten (10) sheets and each sheet shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 61G17-6 of the Florida Administrative Code. © 2001-PBS&J, a Florida Corporation All Rights Reserved U.S. Copyright Office Registration No. TXU1-004-364

| FLORIDA DEPARTMENT OF TRANSPORTATION  |            |                            |                           |
|---|------------|----------------------------|---------------------------|
| RIGHT OF WAY MAPPING  |            |                            |                           |
| SPECIFIC PURPOSE SURVEY   |            |                            |                           |
| STATE ROAD NO. 935  |            | MIAMI-DADE COUNTY          |                           |
|   | BY         | DATE                       | APPROVED BY               |
| PRELIM  | R. PEREZ   | 03-24-04                   |                           |
| FINAL   | J.C. FEDEZ | 08-30-04                   | ROBERTO MANTECON          |
| CHECKED   | G. DEANS   | 08-07-04                   |                           |
| NOT A FIELD BOUNDARY SURVEY   |            | FIELD BOOK NO.'S           |                           |
| SPRWD REVIEW  | 04-26-04   | MAPS PREPARED BY P.B.S.&J. |                           |
| TECH REVIEW   | 08-30-04   | W.P.J. NO. C-8474          |                           |
| THIS DOCUMENT CONSISTS OF TEN (10) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS |            | SCALE: N.T.S.              |                           |
| REVISION  | BY         | DATE                       | FED. PROJ. NO. 2506861321 |
|   |            |                            | SECTION: 87085-250        |
|   |            |                            | SHEET 7 OF 7              |

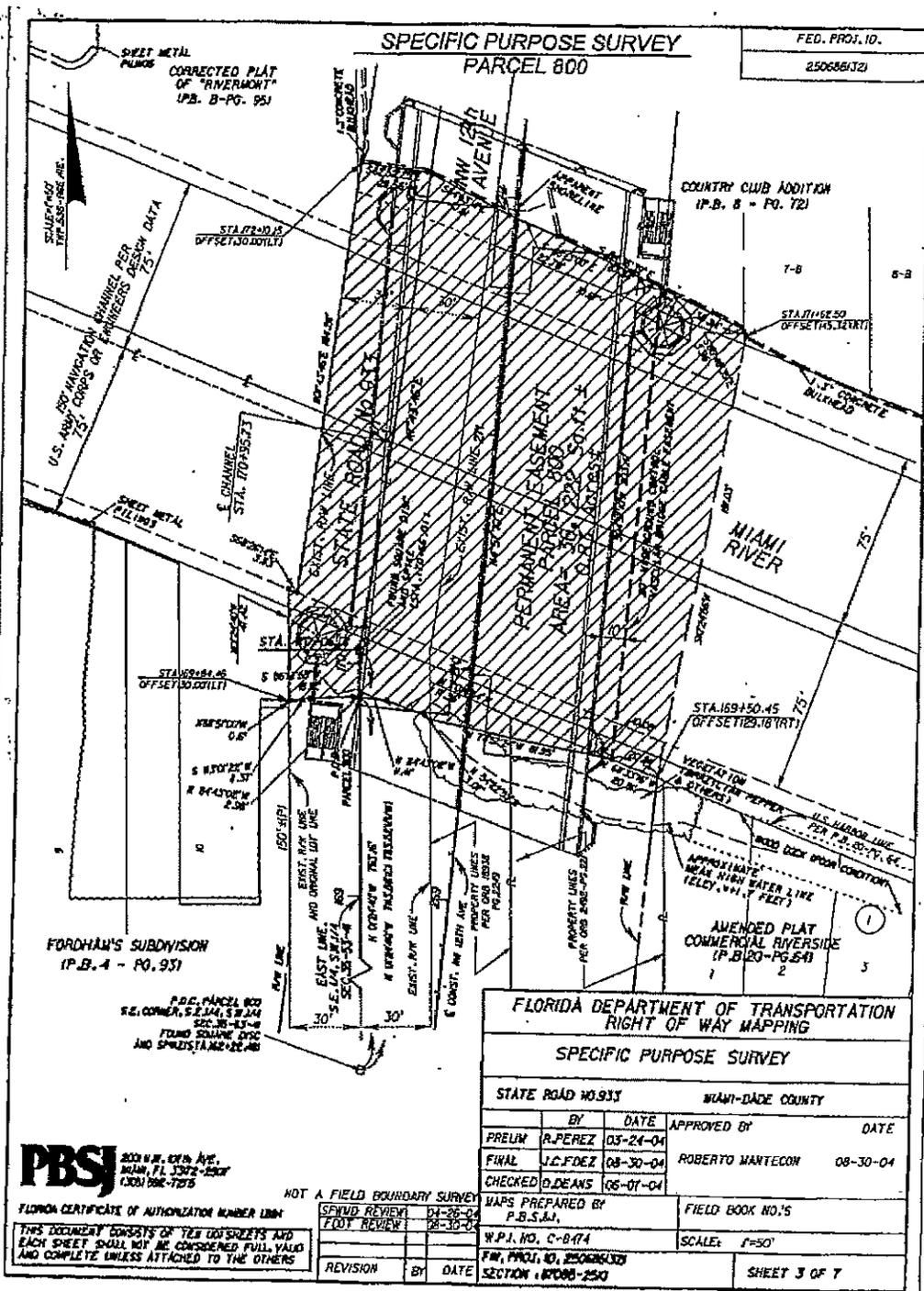
PBS 200 N.W. 107th Ave. Miami, FL 33172-2507 (305) 592-7275

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

THIS DOCUMENT CONSISTS OF TEN (10) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

Attachment A Page 9 of 11 Pages BOT No. 131922336

81



FORDHAM'S SUBDIVISION  
(P.B. 4 - PG. 95)

P.D.C. PARCEL 800  
S.E. CORNER, S.E. 1/4, S.W. 1/4  
SEC. 36-43-W  
FOUND SQUARE DISC  
AND SPINDLE MARKS

**PBS** 200 N.W. 27th Ave.  
MIAMI, FL 33127-2537  
(305) 296-7275

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LHM  
THIS DOCUMENT CONSISTS OF TEN (10) SHEETS AND  
EACH SHEET SHALL NOT BE CONSIDERED FULLY VALID  
AND COMPLETE UNLESS ATTACHED TO THE OTHERS

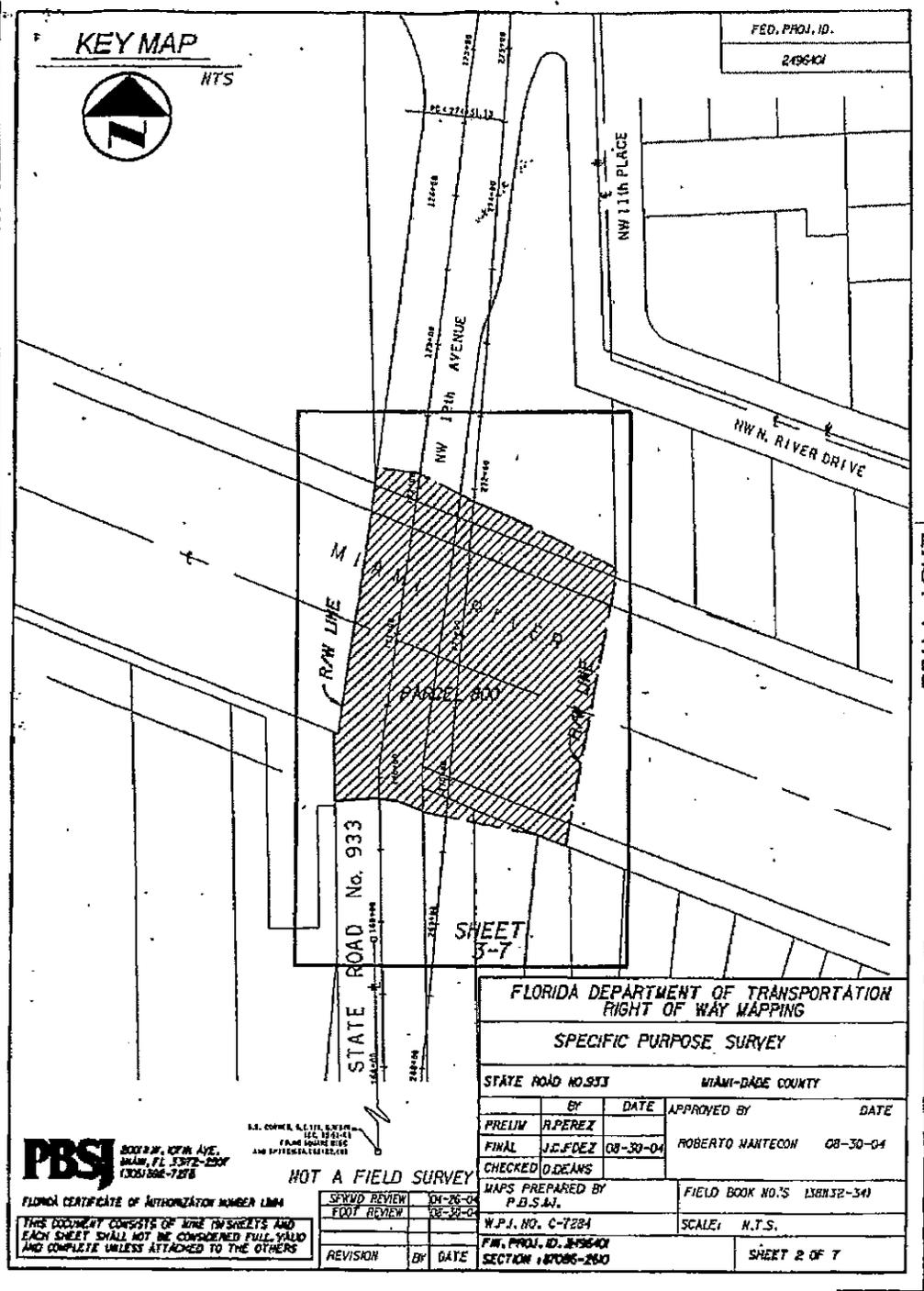
NOT A FIELD BOUNDARY SURVEY

|              |          |
|--------------|----------|
| SPIND REVIEW | 04-26-04 |
| FOOT REVIEW  | 06-30-04 |
| REVISION     | BY DATE  |

| FLORIDA DEPARTMENT OF TRANSPORTATION<br>RIGHT OF WAY MAPPING |           |                    |                           |
|--|-----------|--------------------|---------------------------|
| SPECIFIC PURPOSE SURVEY                                      |           |                    |                           |
| STATE ROAD NO. 933   |           | MIAMI-DADE COUNTY  |                           |
| BY   | DATE      | APPROVED BY        | DATE                      |
| PRELIM   | R. PEREZ  | 03-24-04           |                           |
| FINAL  | J.C. FDEZ | 08-30-04           | ROBERTO MANTECON 08-30-04 |
| CHECKED  | D. DEANS  | 06-01-04           |                           |
| MAPS PREPARED BY<br>P.B.S.J.M.                               |           | FIELD BOOK NO.'S   |                           |
| N.P.I. NO. C-8474  |           | SCALE: 1"=50'      |                           |
| F.W. PROJ. NO. 250686320                                     |           | SECTION: 87008-250 |                           |
|  |           | SHEET 3 OF 7       |                           |

Attachment A  
Page 10 of 11 Pages  
BOT No. 131922336

82



DR BK 23361 PG 2538  
LAST PAGE

**PBSI** 800 N.W. 17th Ave.  
Miami, FL 33172-2207  
13051588-7878

U.S. CORNER & UTIL. DEPT.  
SEC. 19-01-01  
FROM SQUARE BENCH  
AND SPOT ELEVATIONS

**NOT A FIELD SURVEY**

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LMM  
THIS DOCUMENT CONSISTS OF NINE (9) SHEETS AND  
EACH SHEET SHALL NOT BE CONSIDERED FULL YALID  
AND COMPLETE UNLESS ATTACHED TO THE OTHERS

|              |          |
|--------------|----------|
| SPVWD REVIEW | 04-26-04 |
| FOOT REVIEW  | 08-30-04 |
| REVISION     | BY DATE  |

|  |          |                             |              |
|--|----------|-----------------------------|--------------|
| FLORIDA DEPARTMENT OF TRANSPORTATION<br>RIGHT OF WAY MAPPING |          |                             |              |
| SPECIFIC PURPOSE SURVEY                                      |          |                             |              |
| STATE ROAD NO. 933   |          | MIAMI-DADE COUNTY           |              |
| BY   | DATE     | APPROVED BY                 | DATE         |
| PRELIM   | R.PEREZ  |                             |              |
| FINAL  | J.C.FDEZ | ROBERTO NANTECON            | 08-30-04     |
| CHECKED O.DEANS  |          |                             |              |
| MAPS PREPARED BY<br>P.B.S.W.                                 |          | FIELD BOOK NO.'S 138132-341 |              |
| N.P.I. NO. C-7284  |          | SCALE: N.T.S.               |              |
| F.W. PROJ. ID. 2496401                                       |          | SECTION # 87086-260         |              |
|  |          |                             | SHEET 2 OF 7 |

Attachment A  
Page 11 of 11 Pages  
BOT No. 131922336

83

RESOLUTION NO. 16065

A RESOLUTION OFFERING TO DEDICATE TO THE U. S. NAVAL RESERVE A PLOT OF GROUND IN COMMERCIAL RIVERSIDE PARK, MIAMI, FOR THE PURPOSE OF PROVIDING AN AREA FOR THE CONSTRUCTION OF AN ARMORY AND A DRILL FIELD.

RESOLUTION NO. 16065  
REMARKS:

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:  
THAT THE CITY DOES HERewith OFFER TO DEDICATE TO THE U. S. NAVAL RESERVE, OR SUCH AGENCY AS THE LAW MAY REQUIRE, A SUFFICIENT AREA IN COMMERCIAL RIVERSIDE PARK, MIAMI, BOUNDED ON THE NORTH BY THE MIAMI RIVER, ON THE WEST BY NORTHWEST 12TH AVENUE AND ON THE EAST BY N. W. 7TH STREET, FOR DRILL PURPOSES AND FOR THE ERECTION OF AN ARMORY OF SUITABLE SIZE, AND

IT IS FURTHER AGREED THAT THIS DEDICATION SHALL INCLUDE AN AREA ON THE RIVER WATERFRONT NOT TO EXCEED 200 FEET WITHIN SUCH COMMERCIAL RIVERSIDE PARK.

PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF MARCH, A. D. 1940.

CITY COMMISSION  
MEETING OF  
3-20-40  
RESOLUTION NO. 16065  
REMARKS:

"DOCUMENT INDEX  
ITEM NO. 6"

GA: Miami: K12/707  
(6:ko)

15 March 1940.

From: Commandant, SEVENTH Naval District.  
To: Lieut. Commander David Sholts, USNR  
Subject: Naval Reserve Armory at Miami, Florida.  
Reference: (a) Your letter to Comdt. Seventh Naval District  
dated 11 March 1940.  
(b) Your personal letter to Captain S. A. Clement,  
dated 11 March 1940.

1. The Commandant is very much gratified with your efforts to obtain an adequate Naval Reserve Armory for the First Organized Division at Miami, Florida, and hopes that you will follow it through to a successful conclusion.

2. It is noted in reference (a) that the sum of \$12,500. will be included in the County Budget as a sponsor's contribution, and that resolutions will be passed to that effect. However, there is no mention made of any site being set aside for this projected armory. Both of these things will have to be done, and the Commandant officially informed prior to 1 May 1940.

3. In regard to the resolutions being passed, the Commandant will require copies of same. However, the R.P.A. project will have to be sponsored and carried through by either local authorities or the Adjutant General of the State of Florida.

4. It is noted that you state in reference (b) - "I believe the real reason for the tentative delay is the fact that they are hoping that the Virginia Key project will be approved, and they would then be called upon for two expenditures for the same purpose." In view of the very uncertain nature of the Virginia Key project, which carries with it a large harbor development and a vast expenditure of money, the Commandant does not feel that this project enters into the consideration, due to the uncertainty and length of time for its completion, and feels that it is necessary to take other measures to procure an armory.

Subject: Naval Reserve Armory at Miami, Florida.

---

5. The proposed location of a Naval Reserve Armory in the above mentioned project is considered to be undesirable, as it is far from the center of population of the city, should the project ever materialize. Therefore, the Commandant would not approve of that site.

W. H. ALLEN.

Copy to:  
Lieutenant (jg) L. J. McLeod, USNR  
The Mayor of the City of Miami, Fla.  
Mr. H. F. Lowrey, Chairman, Board of  
County Commissioners.

A REQUE. . PRESENTED BEFORE THE CITY COMMISSION, CITY OF MIAMI, FLA., FOR A GRANT OF CERTAIN PROPERTY TO THE FIRST DIVISION, UNITED STATES NAVAL RESERVE, IN THE NAME OF THE FLORIDA NAVAL MILITIA, TO SERVE AS A SITE FOR AN ARMORY.

The First Division, United States Naval Reserve, also the Florida Naval Militia, is at present housed in a section under the Roddy Burdine Stadium, and these quarters are inadequate for the proper training of this unit. Furthermore, it was generally understood when this arrangement was made, that it was temporary.

The Navy Department and the Adjutant General of the State of Florida consider this condition unsatisfactory. A survey has been made of the various city and county properties which would be suitable to accommodate such an armory, and it was found that the only practical location for such an armory is the city property on the South East side of the Twelfth Avenue Bridge, on the Miami River, as shown on the attached sketch.

It is therefore respectfully requested that the City Commission of the City of Miami consider the possibility of granting to the Florida Naval Militia the property at this location shown as areas "A", "B" and "C", for the purpose of providing a site for an armory, and of providing a suitable drill ground adjacent to such site, such a grant to be made with the condition that the ownership of this property revert to the City of Miami, if and when its use for this purpose should cease.

The indications are that W.P.A. funds will be available for the construction of the proposed armory, and the County Commission of Dade County has been requested to consider the furnishing of the necessary subscription of funds.

It is hoped that the City Commission will see fit to authorize such a grant, as it is feared that not only the efficiency, but perhaps also the local status of the First Division may be affected, if suitable housing arrangements other than those now available for this unit are not provided.

---

L. J. McLeod, Lt. (j.g.) USNR  
Commanding Officer  
First Division  
Florida Naval Militia

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L. J. McLeod, Lt. (j.g.) EO, USNR  
Commanding Officer  
First Division  
Florida Naval Militia

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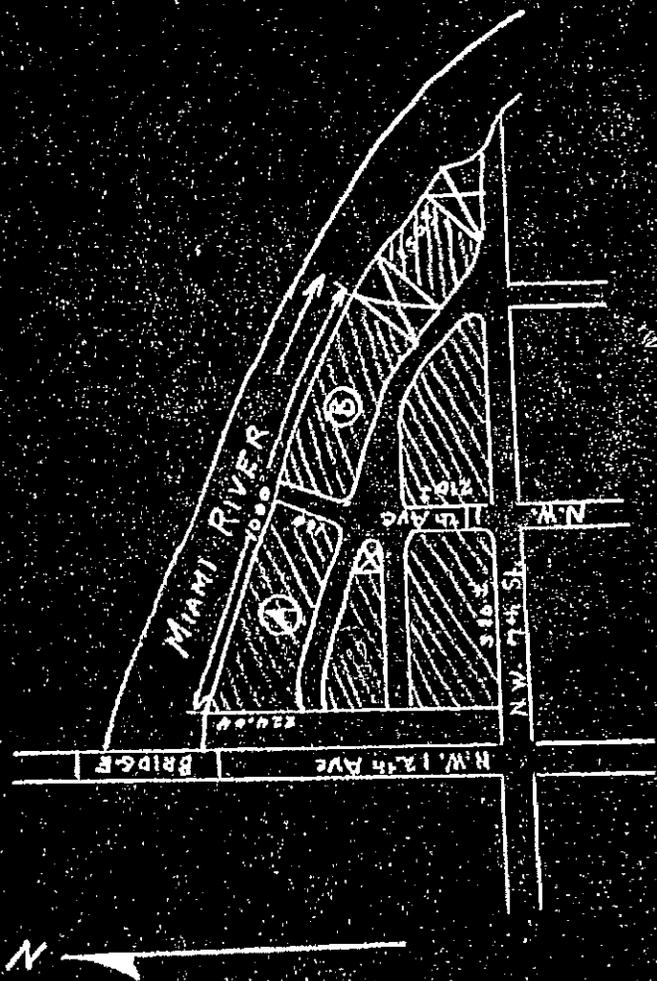
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---

L. J. McLeod, Lt. (j.g.) USNR  
Commanding Officer  
First Division  
Florida Naval Militia



☒ NOT OWNED BY CITY

▨ OWNED BY CITY

RESOLUTION NO. 16065.

A RESOLUTION OFFERING TO DEDICATE TO THE U. S. NAVAL RESERVE A PLOT OF GROUND IN COMMERCIAL RIVERSIDE PARK, MIAMI, FOR THE PURPOSE OF PROVIDING AN AREA FOR THE CONSTRUCTION OF AN ARMORY AND A DRILL FIELD.

-----  
BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

That the City does herewith offer to dedicate to the U. S. Naval Reserve, or such agency as the law may require, a sufficient area in Commercial Riverside Park, Miami, bounded on the North by the Miami River, on the West by Northwest 12th Avenue and on the East by Northwest 7th Street, for drill purposes and for the erection of an armory of suitable size, and

It is further agreed that this dedication shall include an area on the river waterfront not to exceed 200 feet within such Commercial Riverside Park.

PASSED AND ADOPTED this 20th day of March, A. D. 1940.

STATE OF FLORIDA )  
COUNTY OF DADE :  
CITY OF MIAMI )

I, FRANK J. KELLY, Clerk of the City of Miami, Florida, hereby certify that the above is a true and correct copy of a Resolution adopted by the Commission of said City at a meeting held on the 20th day of March, A. D. 1940, and designated Resolution No. 16065.

WITNESS my hand and the official seal of the City of Miami, Florida, this 21st day of March, A. D. 1940.

  
Frank J. Kelly, City Clerk.

RESOLUTION NO. 16065

A RESOLUTION OFFERING TO DEDICATE TO THE U.S. NAVAL RESERVE A PLOT OF GROUND IN COMMERCIAL RIVERSIDE PARK, MIAMI, FOR THE PURPOSE OF PROVIDING AN AREA FOR THE CONSTRUCTION OF AN ARMORY AND A DRILL FIELD

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

THAT THE CITY DOES HERewith OFFER TO DEDICATE TO THE U. S. NAVAL RESERVE, OR SUCH AGENCY AS THE LAW MAY REQUIRE, A SUFFICIENT AREA IN COMMERCIAL RIVERSIDE PARK, MIAMI, BOUNDED ON THE NORTH BY THE MIAMI RIVER, ON THE WEST BY NORTHWEST 12TH AVENUE AND ON THE EAST BY N.W. 7TH STREET, FOR DRILL PURPOSES AND FOR THE ERECTION OF AN ARMORY OF SUITABLE SIZE, AND

IT IS FURTHER AGREED THAT THIS DEDICATION SHALL INCLUDE AN AREA ON THE RIVER WATERFRONT NOT TO EXCEED 200 FEET WITHIN SUCH COMMERCIAL RIVERSIDE PARK.

PASSED AND ADOPTED THIS 20TH DAY OF MARCH, A.D., 1940.

RESOLUTION NO. 16066

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO PROCEED WITH CONDEMNATION PROCEEDINGS AGAINST CERTAIN PROPERTY IN COMMERCIAL RIVERSIDE SUBDIVISION FOR THE PURPOSE OF DEVELOPING A PARK

WHEREAS, the City of Miami has heretofore acquired certain lots in Commercial Riverside Subdivision, lying along Miami River and N. W. 7th Street in the vicinity of N. W. 12th Avenue; and

WHEREAS, there are certain scattered lots, as hereafter described, within this area which are necessary to obtain in order to have an unbroken area for the construction of a park on the property; and

WHEREAS, a W. P. A. Park Project has heretofore been approved for said area, which cannot be made effective until the City has acquired these scattered lots;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

SECTION 1. That the City Attorney is hereby authorized to immediately proceed with condemnation proceedings against the following described lots:

Lots 17, 18, 19, 20, Block 2

Lots 8 and 9, Block 3

Lots 5, 6, 21, 22, Block 4

All in Commercial Riverside Subdivision.

PASSED AND ADOPTED this 20<sup>th</sup> day of March, 1940.

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

"DOCUMENT INDEX  
ITEM NO. 7"

CITY COMMISSION  
MEETING OF  
3-20-40  
RESOLUTION NO. 16066  
REMARKS: \_\_\_\_\_

MEMORANDUM

TO L. L. Lea,  
City Manager,  
City of Miami.

DATE March 12, 1940

FROM A. E. Fuller, Director  
Department of Finance  
City of Miami

FILE

CITY COMMISSION  
MEETING OF

SUBJECT Condemnation proceedings  
against lots in Commercial  
Riverside

MAR 29 1940

RESOLUTION NO. 6066

REMARKS.....

I hand you, herewith, a sketch showing the boundaries of Commercial Riverside, lying along Miami River, which have, heretofore, been acquired for Park purposes.

By special red lines, there are designated certain lots included in the overall boundary, which are not owned by the City of Miami. By special blue lines are shown additional tracts, outside the boundaries of the City-owned land, but between such boundaries and the street intersection. These latter mentioned tracts, may be considered as desirable, in order that the City may own the entire area from street to street, but, inasmuch as the land within the present boundaries of City-owned property comprises approximately nine and one-half acres, it is my suggestion that, at this time, we make no effort to acquire the tracts beyond the limit of the land as now owned by the City, but I do believe it would be advisable that we take definite steps to acquire those scattered lots within the limits of the land as now owned, in order that we may have an unbroken tract, available for improvement as a Park, at the earliest date possible. These scattered lots have a 1939 Assessed Value of Two Thousand Seven Hundred Ninety Dollars (\$2790.00) and have been previously appraised by the Appraisal Committee, composed of Mr. Couric and J. O. Davis of the Finance Department and Mr. Moore of the Tax Assessors Division, at a value of Thirty-five Hundred Dollars (\$3500.00).

I recommend, at this time, that the Commission instruct the City Attorney to file condemnation proceedings against these lots, which are described as follows: Lots 17, 18, 19, 20, Block 2; Lots 8, 9, Block 3; Lots 5, 6, 21, 22, Block 4; all in Commercial Riverside.

After acquiring these lots, it will be advisable, in my opinion, to take the necessary steps to close the streets as they are shown, in order that sufficient drives and walk-ways as would fit into the Park Program, could be provided.

94

MEMORANDUM

TO Mr. Lee

DATE March 12, 1940

FILE

FROM Mr. Fuller

SUBJECT Condemnation proceedings  
against lots in Commercial  
Riverside

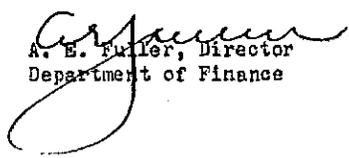
Page 2

Please note, particularly, that I am not recommending condemnation of Lots 27 and 28, and a strip designated as A, all in Block 2, as a portion of this property is improved as a Boatyard.

If condemnation proceedings are instituted, we can endeavor to deal with the owners direct, but we have found that better terms can be arranged if condemnation is actually under way, and also where owners cannot located, The acquirement of the property would be expedited through such means.

A larger map, outlining this property and the lots privately owned, is available as needed.

Yours respectfully,

  
A. E. Fuller, Director  
Department of Finance

AEF/s



CITY COMMISSION  
MEETING OF  
5-10-40  
RESOLUTION NO. 16162  
TARIS:

RESOLUTION NO. 16162

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE A WARRANTY DEED IN BEHALF OF THE CITY OF MIAMI, CONVEYING CERTAIN REAL ESTATE HERINAFTER MORE FULLY DESCRIBED AND LOCATED IN THE AMENDED PLAT OF COMMERCIAL RIVERSIDE, TO COUNTY OF DADE, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AS A SITE FOR ERECTING A UNITED STATES NAVAL RESERVE ARMORY

\*\*\*\*\*

"DOCUMENT INDEX  
ITEM NO. 2"

WHEREAS, representatives of the County of Dade, a political subdivision of the State of Florida and officers of the United States Naval Reserve Corps requested that pursuant to the offer made in Resolution No. 16065 The City of Miami deed certain real estate to the County of Dade for the purpose of providing a site for erecting a United States Naval Reserve Armory; and

WHEREAS, the County Engineer and representatives of the United States Naval Reserve Corps approved all that portion of Block One (1) of the Amended Plat of Commercial Riverside, recorded in Plat Book 20, Page 64 of the Public Records of Dade County, Florida, lying west of a line which is 200 feet east of and parallel to the west line of said Plat of Commercial Riverside, as the location for the proposed armory; and

WHEREAS, The City of Miami is the owner of the fee simple title in and to the above described real estate;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. That the City Manager and the City Clerk be and they are hereby authorized and directed to execute a warranty deed in behalf of The City of Miami, Florida, conveying all that portion of Block One (1) of the Amended Plat of Commercial Riverside, recorded in Plat Book 20, Page 64 of the

Public Records of Dade County, Florida, lying west of a line which is 200 feet east of and parallel to the west line of said Plat of Commercial Riverside, to County of Dade, a political subdivision of the State of Florida (using the foregoing words to designate the grantee), so as to afford a site for the erection of a United States Naval Reserve Armory.

Section 2. That in the event the property described in Section 1 of this resolution shall not be devoted to federal, state, county or municipal purposes, or such use shall be discontinued at some future time, title shall revert to The City of Miami.

PASSED AND ADOPTED this 10<sup>th</sup> day of May, 1940.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM

DATE..... 19.....

BY.....

CITY ATTORNEY OF MIAMI

WHEREAS, the development of public airport facilities in Dade County, Florida would be in the public interest and to the advantage of Dade County, Florida;

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

Section 1. That Edmund Friedman, County Engineer, be and he is hereby authorized to write to the Administrator, on behalf of Dade County, Florida, advising that Dade County, Florida is greatly interested in the possibility of obtaining Federal aid in financing the development of public airport facilities in Dade County, Florida, and, in this connection, is prepared to furnish any legal or factual information that may reasonably be requested, is desirous of assisting and cooperating in every way possible in connection with any and all engineering surveys of airports and proposed airport sites in Dade County, Florida that the Administrator may wish to make, and will be willing, if an offer of aid in financing the development of public airport facilities in Dade County, Florida is made, to enter into an agreement with the United States, through the Administrator, undertaking, among such other things as may be agreed upon: (1) that all title to property and other property interests necessary to prosecution of the project will be acquired by Dade County, Florida; (2) that Dade County, Florida will cooperate with the Government in the prosecution of the project; (3) that the aerial approaches of the airport will be protected against obstruction to the fullest extent possible; (4) that the airport will be operated as an airport during the useful life of the facilities thereof established or improved with Federal aid; (5) that the airport and all its facilities will be maintained in reasonably good condition and kept in good repair; and (6) that the airport will be operated and managed for the use and benefit of the public, on reasonable terms and without unjust discrimination.

Section 2. That Edmund Friedman, County Engineer, be and is directed to make such studies as may be necessary to determine what obligations Dade County, Florida could assume, practically, financially, and legally, in entering into an agreement such as that referred to in Section 1 hereof, and report thereon to this Board of County Commissioners as soon as possible.

Section 3. That Edmund Friedman, County Engineer, be and is authorized to furnish such legal and factual information to the Administrator as he may reasonably request in connection with consideration of the desirability of an airport project in Dade County, Florida.

Section 4. That this resolution shall be in full force and effect from and after its passage.

PASSED AND ADOPTED this 8th day of November 1940.

RESOLUTION No. 1289.

The following resolution was offered by Commissioner J. D. Redd, who moved its adoption. The motion was seconded by Commissioner C. H. Crandon and upon being put to a vote was duly carried.

WHEREAS The Board of County Commissioners has submitted a project to W. P. A. for the construction of a Naval Fleet Reserve Armory Building, and

WHEREAS the W. P. A. has approved the project and is ready to proceed with the construction with the stipulation that the County will provide skilled labor when needed for efficient operation of the project, if for any reason such labor is not available from the certified relief rolls, and

WHEREAS The Board considers the project of importance from a National Defense standpoint,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that the Board will provide skilled labor when needed for efficient operation of the project, if for any reason such labor is not available from the certified relief rolls.

PASSED AND ADOPTED this 8th day of November, 1940

Reserve employment of skilled labor for construction of Naval Fleet Reserve Armory Bldg.

①

Allocations made for Publicity Fund.

It was moved by Commissioner E. P. Lowrey that the Board proceed to allocate the Publicity Fund for the current fiscal year. The motion was seconded by Commissioner J. D. Reed, and upon being put to a vote, was duly carried. Whereupon, the following allocations were made:

**DADE COUNTY PUBLICITY FUND  
YEAR ENDING SEPTEMBER 30, 1941**

|  |                    |
|--|--------------------|
| Miami All American Air Maneuvers .....         | \$ 2,500.00        |
| Orange Bowl Festival .....                     | 1,500.00           |
| Everglades National Park Association .....     | 1,000.00           |
| Miami Chamber of Commerce .....                | 7,000.00           |
| Miami Beach Chamber of Commerce .....          | 1,000.00           |
| Coral Gables Chamber of Commerce .....         | 1,000.00           |
| Redland District Chamber of Commerce .....     | 1,000.00           |
| South Miami District Chamber of Commerce ..... | 250.00             |
| Metropolitan Miami Fishing Tournament .....    | 750.00             |
| Greater Miami Boys Drum & Bugle Corps .....    | 250.00             |
| American Legion, Harvey W. Seeds Post .....    | 250.00             |
| Palmetto Pistol Club .....                     | 200.00             |
| Flamingo National Pistol Tournament .....      | 200.00             |
| Royal Polynesian Committee .....               | 250.00             |
| Flagler Memorial Library .....                 | 1,000.00           |
| Public Library Board of Homestead .....        | 300.00             |
| Coral Gables Women's Club Library .....        | 200.00             |
| Lemon City Library Association .....           | 200.00             |
| Coconut Grove Library Association .....        | 200.00             |
| Coco Plum Woman's Club Library .....           | 200.00             |
| Riverside Public Library .....                 | 200.00             |
| Perrine Woman's Club Library .....             | 200.00             |
|  | <u>\$19,650.00</u> |
| Unappropriated .....                           | 2,150.00           |
| TOTAL County Publicity .....                   | \$21,800.00        |
| University of Miami .....                      | \$10,000.00        |
| TOTAL Publicity Fund Budget for 1940-41 .....  | \$31,800.00        |

Notary public bonds approved.

Upon motion duly seconded and carried, the following notary public bonds were approved:

**PRINCIPAL**

- Stanley C. Myers
- Dorothy Vaughn
- Ruth Simmons
- F. B. Paibloke
- Julian L. Friedman
- Helen T. Merchant
- Naomi H. Brandels
- R. H. Piper
- James H. Bush
- Herbert Lee Simon
- B. B. Gordon
- Rhoda Martin
- Mrs. Ralph S. Tyson, Jr.
- Lionel Cassel
- P. A. Miskley
- Danielle Franklin
- Beulah McDonald
- Andy Peck
- Edd Gale Moore
- Wm. H. Trapp
- Georgia P. Casazza
- Lily Curry Boyd
- H. I. Bjelstrom
- Walter B. Wilson
- R. B. Stewart

**SURETY**

- American Surety Company of New York
- " " " " " "
- " " " " " "
- " " " " " "
- " " " " " "
- " " " " " "
- " " " " " "
- Continental Casualty Company
- Columbia Casualty Company
- The Fidelity & Casualty Company of New York
- " " " " " "
- " " " " " "
- The Hartford Accident & Indemnity Company
- " " " " " "
- " " " " " "
- Indemnity Insurance Company of North Amer.
- Maryland Casualty Company
- " " " " " "
- Massachusetts Bonding & Insurance Company
- National Surety Corporation
- Seaboard Surety Company of New York
- " " " " " "
- " " " " " "
- Fidelity and Deposit Company of Maryland
- American Employers' Insurance Company
- Massachusetts Bonding & Insurance Company
- Maryland Casualty Company

There being no further business to come before them, upon motion duly seconded and carried, the Board adjourned.

*James P. ...*  
Chairman.

Attest: E. B. LEATHERMAN, Clerk,

*[Signature]*  
Deputy Clerk.

2

\*\*\*\*\*

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Dade County, Florida, that our Representatives in Congress be urged to use every means at their command in assisting this project through the Reconstruction Finance Corporation to the end that the County may secure this "bypass" and, as a result thereof, this splendid recreational beach, park and proposed harbor development plan.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Honorable Claude Pappas and the Honorable Pat Cannon, together with a blueprint showing the proposed developments.

ADOPTED March 29, 1940.

RESOLUTION No. 1145A

W  
Resolved estab-  
lishment of  
cabin & trailer  
camp on proper-  
ty of Gaunt  
Grove Corp.

The following resolution was offered by Commissioner C. H. Crandon seconded by Commissioner H. P. Lowrey and upon being put to vote was duly adopted:

WHEREAS, an application was heretofore filed by the Gaunt Grove Corporation for the operation of a cabin and trailer camp on the following described property, situate in Dade County, Florida:

Tracts 45-A, 45-B and 41-A of Tamiami City  
Section 11 Subdivision; and

WHEREAS a public hearing was advertised by the Zoning Director as required by law, at which hearing no one appeared in protest; and

WHEREAS this Board is of the opinion that the establishment on said property of a cabin and trailer camp would not be detrimental to the area in question;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Dade County, Florida that the establishment of a cabin and trailer camp on the above described land be and the same is hereby approved and that the Zoning Director be and he is hereby authorized to issue a permit for the establishment of the same on said property, such permit and such establishment, however, to be subject to all the rules and provisions contained in the zoning regulations of Dade County, Florida now or hereafter in force and effect.

ADOPTED this 29th day of March 1940.

RESOLUTION No. 1146

X  
Resolved sponsor-  
ing project for  
Armory for Fla.  
Naval Militia.

The following resolution was offered by Commissioner C. H. Crandon, who moved its adoption. The motion was seconded by Commissioner H. P. Lowrey and, upon being put to a vote, was duly carried.

WHEREAS, this Board has been requested to sponsor a proposed W. P. A. project providing for the construction of an Armory Building for the use of the Miami Unit of the Florida Naval Militia, and to appropriate \$20,000.00 as the sponsor's share of the said proposed project; and,

WHEREAS, this Board is assured that the City of Miami will convey to Dade County without cost a suitable site located on the Miami River for the said proposed Armory Building; and,

WHEREAS, this Board is informed that, unless suitable housing is provided for the Miami Unit of the Florida Naval Militia, the said Unit will, in all probability, be moved to a location outside Dade County; and,

WHEREAS, this Board believes that it would be to the best interests of the public to retain in Dade County the said Unit; and,

WHEREAS, there is appropriated in the General Fund Budget for the current fiscal year under Code 572-2 an item of \$25,000.00 for Buildings for the County Hospital, which could be used for the said purpose, for the reason that this Board does not contemplate constructing any new buildings at the County Hospital during the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Dade County, Florida, that this Board agree to sponsor a proposed W. P. A. project for the construction of an Armory Building for the use of the Miami Unit of the Florida Naval Militia, and that the amount of \$20,000.00 necessary to cover the sponsor's share of the said project be transferred from the item of Buildings for the County

(1)

Hospital under Code 572-2 to the item of Armory Buildings under Code 373, in the General Fund Budget for the current fiscal year.

BE IT FURTHER RESOLVED that the Dade County Budget Commission be, and they are hereby requested to concur in the action of this Board and approve the said transfer.

BE IT FURTHER RESOLVED that a certified copy of this resolution be furnished to the Dade County Budget Commission.

ADOPTED March 29, 1940.

Clerk of the Circuit Court E. B. Leatherman presented the following Affidavit relative to lost tax certificates:

Affidavit of F.A. Archer re lost tax cert.

TO THE HON. BOARD OF COUNTY COMMISSIONERS, DADE COUNTY, MIAMI, FLORIDA.

I, F. A. Archer, of the County of Dade, State of Florida, being the owner of Tax Sale Certificate No. 2695, dated the 4th day of August, 1924, in the sum of \$4.64, covering the following described property, to-wit;

N 30 ft Lot 6, Block 37, Waddells resub Plat Book 1 Page 169

hereby make application to your Honorable Body to issue a duplicate Tax Sale Certificate in lieu of the original described herein for the following reasons:

1. That said Tax Sale Certificate was purchased by me at the regular sale of 1924, for which I paid the sum of \$4.64
2. That said Tax Sale Certificate or any interest therein, has not been hypothecated, sold, assigned, transferred or delivered by me and I have received no consideration therefor.
3. That said Tax Sale Certificate has been lost or destroyed and that I have made diligent search and am unable to locate said certificate.
4. That if duplicate Certificate is issued in lieu thereof and the original described should at any time be located, the same will be surrendered to the Clerk of the Circuit Court of Dade County, for cancellation.

5. That I, F. A. Archer, as a further consideration acknowledge myself held and firmly bound unto E. B. Leatherman, Clerk of the Circuit Court of Dade County, and his successors in office, in the sum of \$22.34, being double the amount of the face value of said Tax Certificate, for payment whereof well and truly to be made, I bind myself, heirs, executors and administrators firmly by these presents should said Certificate be presented by any person whatsoever assigned or otherwise, for payment or application for Tax Deed thereon.

I solemnly swear, or affirm, that the statements contained herein in support of my application for issuance of duplicate Tax Sale Certificate are true and correct. So help me God.

Witnesses:

(Signed) F. A. Archer (SEAL)

Gladys Lornine

Vera Hojiser

Sworn to and subscribed before me this 18 day of Mar., 1940.

Gladys Lornine  
Notary Public  
Notary Public, State of Florida at Large.  
My Commission Expires Jan. 16, 1943. (N. P. SEAL)

The Board having considered the affidavits of F. A. Archer, it is moved by Commissioner N. P. Lowrey, that the Clerk of the Circuit Court of Dade County be and he is hereby instructed to issue a duplicate tax sales certificate in favor of F. A. Archer in lieu of tax sales certificate No. 2695 dated the 4th day of August, A. D. 1924, which have been lost or destroyed and that proper record of the same be entered in the tax sales record in the office of said Clerk as provided by Section 8 of Senate Bill No. 72, Acts of 1929. The motion was seconded by Commissioner J. D. Redd and upon a vote was duly carried.

Clk. authorized issue dup. cert. to F.A. Archer.

Upon motion duly seconded and carried, the following applications for liquor license were approved:

Liquor applications approved.

NAME OF BUSINESS

ADDRESS

Pioneer Bar  
Tropical Bar

155 N. E. 1st Street, Miami, Florida  
616 Collins Avenue, Miami Beach, Florida.

2

102

THIS INDENTURE

Made this fifteenth day of July, A. D., 1940,

BETWEEN

THE CITY OF MIAMI

a municipal corporation of the State of Florida, of the County of Dade in the State of Florida, party of the first part, and the

COUNTY OF DADE

a political subdivision of the State of Florida, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns, forever, the following described land, situate, lying and being in the County of Dade and State of Florida, to-wit:

ALL THAT PORTION of Block One (1) of the Amended Plat of COMMERCIAL RIVERSIDE, recorded in Plat Book 20, page 64 of the Public Records of Dade County, Florida, lying west of a line which is Two hundred feet (200') east of and parallel to the west line of said Plat of Commercial Riverside;

The purpose of this conveyance is to afford a site for the erection of a United States Naval Reserve Armory.

AND THE SAID PARTY OF THE FIRST PART does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in its name and its corporate seal to be affixed hereto by its City Manager and its City Clerk as of the date first above written.



Signed, sealed and delivered in the presence of:

*Joseph L. Paris*  
*[Signature]*

THE CITY OF MIAMI,

BY *[Signature]*  
City Manager

ATTEST: *[Signature]*  
City Clerk

*Resolution # 1612*

STATE OF FLORIDA }  
COUNTY OF DADE }

I HEREBY CERTIFY, That on this day personally ap-  
peared before me, an officer duly authorized to administer  
oaths and take acknowledgments L. L. LEE, and FRANK KELLY  
as City Manager and City Clerk, respectively, to me well  
known to be the persons described in and who executed the  
foregoing deed, and acknowledged before me that they executed  
the same freely and voluntarily for the purposes therein ex-  
pressed.

WITNESS MY HAND and seal at Miami, County of Dade, and  
State of Florida, this <sup>24th</sup> day of July, A. D., 1940.

MY COMMISSION EXPIRES:  
Notary Public, State of Florida at Large,  
My commission expires Sept. 23, 1941.

Josephine L. Paris  
Notary Public  
State of Florida at Large



APPROVED AS TO FORM  
DATE 7/15/40 19 40  
John S. Livingston  
CITY ATTORNEY OF MIAMI

APPROVED AS TO DESCRIPTION  
W. Sydney  
DIRECTOR OF PUBLIC SERVICE

State of Florida, County of Dade  
This instrument was filed for record the 20th day of Aug  
1940, at 1:50 P.M. and duly recorded in Book 2088  
Page 398 File No. 7-44329  
B. J. PATTERMAN  
Clerk of Court  
W. Gardner, D.C.

This Indenture, Made this 15th day of April

A. D. 1932, BETWEEN T. HARRISON GIBSON, a single man,

of the County of Dade and State of Florida

part y of the first part, and CITY OF MIAMI, a municipal corporation corporation

existing under the laws of the State of Florida, having its principal place of

business in the County of Dade and State of Florida

and lawfully authorized to transact business in the State of Florida, party of the second part.

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION Dollars,

to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its

successors and assigns, forever, the following described land, situate, lying and being in the County of Dade and State of Florida, to-wit:

All of Blocks 1, 2, 3, 4 and 5, of COMMERCIAL RIVERSIDE, a subdivision of Miami, Dade County, Florida, according to the plat thereof recorded in Plat Book 20, at Page 64, of the Public records of Dade County, Florida, excepting the following lots, to-wit:

Lots 17, 18, 19, 20, 27, 28 and A, of Block 2; Lots 8 and 9, of Block 3, and Lots 5, 6, 21 and 22, of Block 4. (Said lot "A", blk. 2 being the unnumbered lot lying SE of lot 28).

This deed is given subject to all outstanding municipal, State, County and Drainage taxes and assessment and improvement liens.

And the said part y of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part y of the first part has hereunto set his hand and seal on the day and year above written.

Signed, sealed and delivered in presence of us:

Marguerite Black  
John ...

T. Harrison Gibson (Seal)

(Seal)

APPROVED AS TO DESCRIPTION

for Gibson  
DIRECTOR OF PUBLIC SERVICE

approved as to form  
J. H. ...

STATE OF FLORIDA,  
 COUNTY OF \_\_\_\_\_  
 I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,  
 \_\_\_\_\_  
 to me known to be the person described in and who executed the foregoing deed, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.  
 AND I FURTHER CERTIFY, That the said \_\_\_\_\_, known to me to be the wife of the said \_\_\_\_\_, on a separate and distinct occasion, and before me, separately and apart from her said husband, did acknowledge that she executed the same deed for the purpose of relinquishing and conveying all her right, title, interest, claim, demand, homestead or separate property, statutory or equitable, in and to the lands described in said deed, from her said husband.  
 Witness my hand and notary seal at \_\_\_\_\_, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.

Notary Public, State of \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

STATE OF FLORIDA,  
 Dade  
 I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **T. HARRISON GIBSON, a single man,**  
 \_\_\_\_\_  
 described in and who executed the foregoing deed, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.  
 WITNESS my hand and official seal at **Miami**, \_\_\_\_\_ County of **Dade**,  
 and this \_\_\_\_\_ day of **April**, A. D. 19\_\_\_\_.

*Margaret H. Gibson*  
 Notary Public, State of Florida at Large  
 My Commission Expires Nov. 9, 1927  
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court of the \_\_\_\_\_ Judicial Circuit of said State in and for said County \_\_\_\_\_, D. C.

**Warranty Deed**  
 TO CORPORATION  
 T. HARRISON GIBSON  
 To  
 CITY OF MIAMI  
 Date April 15th, 1907  
 ABSTRACT OF DESCRIPTION  
 Commercial Riverside

K 15334



This Indenture, Made this 9th day of March, A. D. 1937  
 BETWEEN BURKE PROPERTIES, INC., a corporation  
 existing under the laws of the State of Florida, having its principal place of  
 business in the County of Dade and State of Florida,  
 and lawfully authorized to transact business in the State of Florida, party of the first part, and  
F. HARRISON GIBSON

of the County of DADE and State of FLORIDA

part Y of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of \_\_\_\_\_  
TEN DOLLARS AND OTHER VALUABLE CONSIDERATION Dollars

to and in hand paid by the said part Y of the second part, the receipt whereof is hereby acknow-  
 ledged and accepted, bargained and sold to the said part Y of the second part, his

heirs and assigns forever, the following described land situate, lying and being in the County of  
Dade and State of Florida, to-wit: Blocks One (1) to Five (5),  
 both inclusive of COMMERCIAL RIVERSIDE, an addition to the City of  
 Miami, Florida, and a subdivision of the following described prop-  
 erty, to-wit: Commence at a point on Section Line One Hundred  
 Thirty-two (132) feet east of the Southwest corner of Southwest Quar-  
 ter (SW $\frac{1}{4}$ ) of Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty-five (35),  
 Township Fifty-three (53) South of Range Forty-one (41) East, thence  
 run due North to thread or center of Miami River; thence meander  
 said thread or center of said Miami River in a southeasterly  
 direction to a point where said center line intersects the South line  
 of said Section Thirty-five (35); thence due West to a point of  
 beginning. Being all of the Southwest Quarter (SW $\frac{1}{4}$ ) of Southeast  
 Quarter (SE $\frac{1}{4}$ ) of Section Thirty-five (35), Township Fifty-three (53)  
 South of Range Forty-one (41) East, lying South of the Miami River,  
 except the West One Hundred Thirty-two (132) feet thereof, as per  
 plat thereof recorded with the Clerk of the Circuit Court in and  
 for Dade County, Florida, in Plat Book 20, at page 64, of the Public  
 Records of Dade County, Florida, less the following described prop-  
 erty, to-wit: Lots Seventeen (17), Eighteen (18), Nineteen (19), and  
 Twenty (20) of Block Two (2), and Lots Five (5), Six (6), Twenty-one  
 (21) and Twenty-two (22) of Block Four (4) of Commercial Riverside.

And the said party of the first part does hereby fully warrant the title to said land, and will  
 defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these

present to be signed in its name by its proper  
 officers, and its corporate seal to be affixed, at-  
 tested by its secretary, the day and year above  
 written.

Corporate  
 Seal

ATTEST: H. M. Mack  
 Secretary

BURKE PROPERTIES, INC.  
James A. ...  
 President

Signed, sealed and delivered in the presence of us:

William L. Martin  
Charles E. ...



STATE OF FLORIDA,  
COUNTY OF DADE

I HEREBY CERTIFY, that on this 9th day of March A. D. 1937  
before me personally appeared JOSEPH WEINTRAUB  
and M. R. DACK President and Secretary respectively of  
DURKE PROPERTIES, INC. a corporation under the laws of  
the State of Florida to me known to be the persons who signed the fore-  
going instrument as such officers and severally acknowledged the execution thereof to be their free  
act and deed as such officers for the uses and purposes therein mentioned and that they affixed  
thereto the official seal of said corporation, and that the said instrument is the act and deed of  
said corporation.

WITNESS my signature and official seal at Miami  
in the County of Dade and State of Florida  
the day and year last aforesaid.

*Melvin L. Mack* (Seal)  
Notary Public

My commission expires July 21, 1938 State of Florida at Large.

**Mortgage Book**

DURKE PROPERTIES, INC.

TO

Dated March 9th 1937

ABSTRACT OF DESCRIPTION  
CORRECTIONAL REVERSE

STATE OF FLORIDA

COUNTY OF DADE

on this 9th day of March 1937

A. P. 1937 at 347 of Book 1782  
the same on pages 347 of Book 1782  
in the public records of said County.  
IN WITNESS WHEREOF I have here-  
unto set my hand and affixed the seal of the  
Special Court of the 11th Judicial  
Circuit of said State in and for said County.

*G. S. Featherman*  
G. S. Featherman, Clerk  
M. R. DACK

K 9341 25

FILED IN BOOK 1782  
MARCH 10 1937  
MARIETTA, FLORIDA



of Block Two (2), and Lots Five (5), Six (6),  
Twenty-one (21), and Twenty-two (22) of Block  
Four (4), of Commercial Riverside - - - - -  
Subject, however, to conditions, restrictions,  
and limitations of record, and - - - - -  
Subject, further, to all City, State and County  
taxes, and also subject to all certified liens,  
together with interest and penalties thereon,  
assessed against the property hereby conveyed.

TOGETHER with all the tenements, hereditaments and appurtenances  
whenever, privilege, right, title, interest and estate, reversion, re-  
sidue or whatsoever thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same to the said Grantee.

TO SUFFER THE SAID GRANTOR, HIS HEIRS AND ASSIGNS, TO WARRANT AND DEFEND

THE SAID GRANTOR, HIS HEIRS AND ASSIGNS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

*[Handwritten Signature]*  
\_\_\_\_\_

*[Faint handwritten text]*  
\_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF GRANGE )

I hereby certify that on this 3rd day of March, A. D. 1937,  
before me personally appeared W. A. SAFFR, to me known to be the person  
described in and who executed the foregoing conveyance and known to me  
to be the liquidator of Bank of Ray Biscayne, and who acknowledged be-  
fore me that he executed the foregoing conveyance in the capacity as  
liquidator of Bank of Ray Biscayne, and acknowledged the said execution  
to be his free act and deed for the uses and purposes therein  
expressed.

WITNESS my signature and official seal at Orlando, in the  
County of Grange, and State of Florida, this 4th day of March, 1937.

W. A. Saffr  
Notary Public State of Florida at Large  
My Commission Expires July 17, 1939

Grant, Florida, date 4 1937.

... at the attached liquidator's Deed dated  
... FROM ... AS LIQUIDATOR OF BANK OF RAY BISCAYNE  
... INC., surviving (lock) to ..., both inclusive, of  
... less Lots 17, 18, 19, 20, Block 2, and Lots 21, 22,  
... Block 4, Dade County, Florida, is being made pursuant to the  
liquidation of the BANK OF RAY BISCAYNE, an insolvent bank, the assets of  
which are insufficient for the full payment of depositors. The Commissioner  
of Internal Revenue has ruled that under section 42 of the Act of March 1,  
1935, no stamp tax liability will be incurred by the parties to such trans-  
action. No Federal stamps are therefore attached.

W. A. SAFFR, AS LIQUIDATOR OF  
BANK OF RAY BISCAYNE  
BY Carl Neuss  
Liquidating Agent.

NOTE: For fraudulent use \$10,000 fine and imprisonment. (See section  
1114, Revenue Act of 1926).

State of Florida County of Dade  
This instrument was filed for record the 4 day of March  
1937 at 4:23 PM and duly recorded in Book 787A  
2 on Page 152 File No. 4-8649  
E. B. LEATHERMAN,  
Clerk of the Court  
E. B. Gardner, D.C.

1618 ne 14

6/1  
MAY

WARRANTY DEED

THIS INSTRUMENT, made this 8<sup>th</sup> day of April, A.D. 1935,  
between INVESTMENT COMPANY OF NORTH AMERICA, INC., a corporation  
existing under the laws of the State of Florida, having its principal  
place of business in the County of Dade and State of Florida, and  
lawfully authorized to transact business in the State of Florida,  
party of the first part, and M.A. SMITH, as LIQUIDATOR OF BANK OF BAY  
BISCAYNE, a Florida banking corporation in liquidation, of the County  
of Dade and State of Florida, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consider-  
ation of the sum of Ten Dollars (\$10.00) and other good and valuable  
considerations, to it in hand paid by the said party of the second  
part, the receipt whereof is hereby acknowledged, has granted, bar-  
gained and sold to the said party of the second part, his successors  
and assigns forever, the following described land situate, lying and  
being in the County of Dade and State of Florida, to-wit:

Lot Eight (8) in Block Fifty-nine (59) South, of  
the City of Miami, Florida, according to the Plat  
thereof recorded in Plat Book "B" at Page 41 of  
the Public Records of Dade County, Florida;

APR - 8  
50  
1935

Subject to that certain dedication, dated March 29,  
1924, filed February 3, 1925, in Deed Book 525, Page  
78 of the Public Records of Dade County, Florida,  
dedicating to the City of Miami, Florida "The North  
Ten (10) feet or less as the case may warrant, of  
Lot Eight (8), Block Fifty-nine (59) South (and other  
lands) of the Official Map of the City of Miami,  
Florida, as recorded in the Public Records of Dade  
County, Florida" for the perpetual use of the Public  
for street or highway purposes only;

ALSO:

Lots Thirteen (13) and Fourteen (14), Block Five (5)  
Crystal Bluff Addition, Silver Bluff, as per plat  
thereof recorded in Plat Book 9, Page 48, of the  
Public Records of Dade County, Florida;

ALSO:

Lot Three (3), Block One (1) Silver Bluff  
Addition, as per plat thereof recorded in Plat Book 9,  
Page 48, of the Public Records of Dade County, Florida;

ALSO

Lot Five (5) in GRANGE RIDGE COURT, a subdivision of the East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Fifteen (15), Township Fifty-three (53) South, Range Forty-one (41) East, as recorded in the Public Records of Dade County, Florida.

ALSO

Lot Five (5), Block Four (4) of Lawrence Estate Land Company's Subdivision according to the plat thereof recorded in Plat Book 2, Page 48, Public Records of Dade County, Florida.

ALSO

Lots or Tracts Numbers Six (6), Twenty-seven (27), Thirty-eight (38), Fifty-nine (59), Seventy (70), Seventy-one (71), Seventy-two (72), Eighty-nine (89), Ninety (90), Ninety-one (91), One Hundred Three (103), One Hundred Four (104), One Hundred Twenty-one (121), and One Hundred Twenty-two (122) of Section Eight (8), Township Fifty-two (52) South, of Range Forty-one (41) East, as per plat of MIAMI GARDENS recorded as a part of the Public Records of Dade County, Florida, in Plat Book 2, Page 96, which lands have been resubdivided as RADIO RIDGE according to plat thereof recorded in Plat Book 20, Page 81, Public Records of Dade County, Florida, excepting Lot Fifty-four (54), Block Six (6), Lots Five (5) and Six (6), Block Seven (7), Lot Fifty-four (54), Block Twelve (12), Lot Fifty-four (54), Block Thirteen (13), Lot Two (2), Block Thirteen (13), and Lot Fifty-four (54), Block Eleven (11) of RADIO RIDGE, according to plat thereof recorded in Plat Book 20, at page 81.

Said above described lands having been re-subdivided under date of May 24, 1923, according to "Revised Plat Radio Ridge", recorded in Plat Book 20, page 88, of the Public Records of Dade County, Florida.

ALSO

Lots Nineteen (19) and Twenty (20) Block Fifty-three (53) South, in the City of Miami, Florida, according to the plat thereof made by A.L. Knowlton, C.E., and recorded in Plat Book "B", Page 41, of the Public Records of Dade County, Florida.

Subject to that certain dedication to the Public dated March 31, 1924, and recorded in Deed Book 52E, page 95, of the South Ten (10) feet or less as the case may warrant.

ALSO

South Fifty (50) feet of Lots Nine (9) and Ten (10) of Block Forty-nine (49) North, City of Miami, as per plat thereof made by A.L. Knowlton, C.E., on file in the office of the Clerk of the Circuit Court in and for Dade County, Florida, in Plat Book "B", at Page 41.

ALSO

Lot Five (5) of Block Two (2) of ROMA VISTA ESTATES, recorded in Plat Book 10, Page 10, Public Records of Dade County, Florida, excepting the East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Fifteen (15), Township Fifty-three (53) South, Range Forty-one (41) East, as recorded in the Public Records of Dade County, Florida, in Plat Book 10, at Page 10.

ALSO

Lots Fifteen (15) and Sixteen (16), Block Eighty-four (84), OCEAN BEACH ADDITION # 5, according to plat thereof recorded in Plat Book 2, page 81, of the Public Records of Dade County, Florida.

ALSO

Lot Seven (7) except the Westerly eighty-eight (88) feet thereof in Block Five (5) South, City of Miami, Florida, according to the plat made by A.L. Knowlton, C.E., and on file in the office of the Clerk of the Circuit Court in and for Dade County, Florida, in Plat Book "B", at page 41, thereof.

ALSO

Lot Seven (7) and the East Fifty (50) feet of Lots Eight (8), Nine (9), and Ten (10) of Block Eighteen (18) of Lawrence Estate Land Company's Subdivision, according to map or plat thereof on file in the office of the Clerk of the Circuit Court in and for Dade County, Florida, at Book 2, page 46 of the Public Records of Dade County, Florida.

ALSO

Lot Fourteen (14), in Block Seven (7), of Miami Suburban Acres, same being a subdivision of the North Half (N $\frac{1}{2}$ ) of the North Half (N $\frac{1}{2}$ ) of Section Sixteen (16), Township Fifty-four (54) South, Range Forty-one (41) East, according to the amended plat thereof recorded in Plat Book 4, page 76, of the Public Records of Dade County, Florida.

ALSO

Lot Twenty-six (26) of Block Ninety-nine (99) South, according to amended plat of Erickell's Addition to the City of Miami, made by J.S. Frederick and recorded in Plat Book "B", at page 113 of the Public Records of Dade County, Florida.

ALSO

Lots Twenty-seven (27) and Twenty-nine (29) of FLAGLER PARK, same being a subdivision of part of the East Half (E $\frac{1}{2}$ ) of Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-five (25), Township Fifty-three (53) South, Range Forty-one (41) East, according to the amended plat thereof recorded in Plat Book 4, page 89, of the Public Records of Dade County, Florida.

Also Lots Thirty-one (31) and Thirty-three (33), of FLAGLER PARK, an addition to the City of Miami, Florida, being a subdivision of that part of the East Half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-five (25), Township Fifty-three (53) South, Range Forty-one (41) East, as per plat of said Flagler Park, recorded in Plat Book 4, page 89 of the Public Records of Dade County, Florida.

Also Lots Thirty-five (35) and Thirty-seven (37) of Flagler Park, an addition to the City of Miami, Florida, as per amended plat thereof recorded in Plat Book 4, page 89 of the Public Records of Dade County, Florida.

ALSO

Lot Five (5), Block One (1), WESTWOOD, according to Plat thereof recorded in Plat Book 15, Page 11, of the Public Records of Dade County, Florida;

Subject to any and all assessments, taxes or liens now existing against the above described lands; also

Subject to limitations and restrictions, if any, running with the lands as appear of record.

ALSO

Lots Forty-two (42), Forty-three (43), Forty-four (44), Forty-five (45) and Forty-six (46) of Block Fifteen (15) of Flagler Street Section of CORAL GABLES, being a subdivision of the East Three-fourths (E $\frac{3}{4}$ ) of Northeast Quarter (NE $\frac{1}{4}$ ) of Southeast Quarter (SE $\frac{1}{4}$ ) excepting the North Four Hundred Forty (440) feet thereof, and the Southeast Quarter (SE $\frac{1}{4}$ ) of Southeast Quarter (SE $\frac{1}{4}$ ) of Section Five (5), Township Fifty-four (54) South, Range Forty-one (41) East, also a re-sub-division of the East-Ninety-three and six-tenths (93.6) feet of Lots One (1), Two (2) and Three (3) of Block One (1), and all of Blocks Two (2) and Three (3), Lots Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8) of Block Four (4) and Lot Five (5) of Block Eight (8) of KIRKLAND HEIGHTS as shown on plat of Kirkland Heights recorded in Plat Book 3, Page 214, of the Public Records of Dade County, Florida, a plat of said Flagler Street Section of Coral Gables being recorded in Plat Book 10, Page 12 and according to a dedication of such plat duly of record in said Dade County, Florida.

ALSO

Lots Thirty-nine (39) and Forty (40) in Block Forty-seven (47) of SILVER BLUFF ESTATES, Section "C", a subdivision in Section Fifteen (15), Township Fifty-four (54) South, Range Forty-one (41) East, according to the plat thereof recorded in Plat Book 10, at page 65, of the Public Records of Dade County, Florida.

ALSO

Lots Five (5) and Five and one-half (5 $\frac{1}{2}$ ), Block "A"; Lots One (1), Two (2), Five (5), Five and one-half (5 $\frac{1}{2}$ ), Ten (10) and Eleven (11) of Block "I"; Lots Four (4), Five (5), Six (6) and Seven (7), Eight (8) and Nine (9), Block "J"; Lots Eight (8), Nine (9), and Ten (10) of Block "K", all of COCONUT GROVE PARK, according to the Second Amended Plat thereof recorded in Plat Book 1, page 82 of the Public Records of Dade County, Florida.

ALSO

Blocks One (1) to Five (5), both inclusive, of Commercial Division as defined by the City of Miami, Florida, and located on the following described property, to-wit: Commercial Division Section 15, Block 15, East and West (15) feet east of the Southeast Quarter (SE $\frac{1}{4}$ ) of Southeast Quarter (SE $\frac{1}{4}$ ) of Section Five (5), Township Fifty-four (54) South, Range Forty-one (41) East, and the Southeast Quarter (SE $\frac{1}{4}$ ) of Southeast Quarter (SE $\frac{1}{4}$ ) of Section Five (5), Township Fifty-four (54) South, Range Forty-one (41) East, according to the plat thereof recorded in Plat Book 10, at page 12 and according to a dedication of such plat duly of record in said Dade County, Florida.

of said Miami River in a southeasterly direction to a point where said center line intersected the south line of said Section Thirty-five (35); thence due west to a point of beginning. Being all of the Southwest Quarter (84) of Southeast Quarter (81) of Section Thirty-five (35), Township Fifty-three (53) South of Range Forty-one (41) East, lying south of the Miami River, except the West One Hundred Thirty-two (132) feet thereof, as per plat thereof recorded with the Clerk of the District Court in and for Dade County, Florida, in Plat Book 20, at page 84 of the Public Records of Dade County, Florida; less the following described property, to-wit: Lots Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) of Block Two (2), and Lots Five (5), Six (6), Twenty-one (21) and Twenty-two (22) of Block Four (4) of Commercial Riverside.

Together with the tenements, hereditaments and appurtenances thereunto belonging.

ALSO

North Fifty (50) feet of Lots One and Two (1 & 2) Block Eighteen (18) North, City of Miami, Florida, according to the plat thereof recorded in Plat Book "B", Page Forty-one (41) of the Public Records of Dade County, Florida, less the East Ten (10) feet of said Lot One (1); and

South Fifty (50) feet of the North One Hundred (100) feet of Lots One and Two (1 & 2); Block Eighteen (18) North, City of Miami, Florida, according to plat thereof made by A. L. Knowlton, C.E., and recorded in Plat Book "B", Page Forty-one (41), of the Public Records of Dade County, Florida, less the East Ten (10) feet of the said Lot One (1).

ALSO

Lots Sixteen (16), Seventeen (17), and Eighteen (18), of Block Eighty-four (84) South, according to plat of MIAMI BRIGHTS, recorded in Plat Book Five (5), at page Twenty-nine (29), Public Records of Dade County, Florida.

ALSO

Lots Thirteen (13) and Fourteen (14); Block Seven (7) of SEVENTH AVENUE PARK, according to the plat thereof recorded in Plat Book Seventeen (17), Page Seventeen (17), Public Records of Dade County, Florida.

Subject to any and all restrictions and limitations running with said lands as appear of Records.

ALSO

Lots Eighty-eight (88), Ninety-one (91) and Ninety-two (92) of Commercial Riverside, according to the plat thereof recorded in Plat Book Five (5), Page Fifty-six (56) of the Public Records of Dade County, Florida.

ALSO

The land on which the City of Miami, Florida, has a claim for the same, as shown on the plat thereof recorded in Plat Book Five (5), Page Fifty-six (56) of the Public Records of Dade County, Florida.

Bisbey's Engineering Company, recorded in Plat Book Two (2) at Page forty-six (46) of the Public Records of Dade County, Florida.

Subject to restrictions and limitations running with said lands as appear of record.

ALSO

Lots Nine (9), Ten (10), Eleven (11) and Twelve (12) of Block Two (2) of PHOTOPLAY COLONY, being a subdivision of Lots Two and Three (2&3) Block Four (4) of Mary Brickell's Subdivision, according to Plat Book "B", Page Seventy-four (74) said Plat of Photoplay Colony being recorded in Plat Book Seven (7), at Page Ninety (90) of the Public Records of Dade County, Florida.

Subject to restrictions and limitations running with said lands as appear of record.

ALSO

The East Thirty-eight (38) feet of Lot Thirteen (13) and all of Lots Fourteen (14), Fifteen (15), and Sixteen (16) of Block Three of PHOTOPLAY COLONY, being a subdivision of Lots Two and Three (2 & 3) of Block Four (4) of Mary Brickell's Subdivision, according to Plat Book "B", Page Seventy-four (74), said plat of Photoplay Colony being recorded in Plat Book Seven (7), at Page Ninety (90) of the Public Records of Dade County, Florida.

Subject to restrictions and limitations running with said lands as appear of record.

ALSO

The South one hundred (100) feet of Lots One and Two (1 & 2) and all of Lot Three (3) in Block Thirty-eight (38) North of the City of Miami, according to the plat thereof made by A.L. Knowlton, U.E., and recorded in the office of the Clerk of the Circuit Court in and for Dade County, Florida.

ALSO

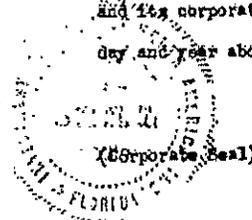
South SIX (6) acres of Southeast Quarter (SE $\frac{1}{4}$ ) of Northeast Quarter (NE $\frac{1}{4}$ ) of Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twelve (12), Township Fifty-four (54) South, Range Forty (40) East, subject however, to twenty-five (25) feet on North side thereof to be used for a joint road fifty (50) feet wide, the other twenty-five (25) feet being taken from the North side of the North Four (4) acres of the Southeast Quarter (SE $\frac{1}{4}$ ) of Northeast Quarter (NE $\frac{1}{4}$ ) of Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twelve (12), Township Fifty-four (54) South, Range Forty (40) East, and also the East Half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ); and also the West Half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ );

All being in Section Twelve (12), Township Fifty-four (54) South, Range Forty (40) East, and containing about 121 acres more or less.

ALSO any and all other property, real, personal or mixed, and any and all rights, claims, choses in action, judgments, accounts, debts, demands and everything whatsoever, title to which now vests in the party of the first part, or which may be held in expectancy.

AND the said party of the first part does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.



INVESTMENT COMPANY OF NORTH AMERICA, INC.

By Carl Mues  
President.

ATTEST:  
W. H. Boone  
Secretary.

Signed, sealed and delivered  
in the presence of us:

Ed Rodabaugh  
Thomas Edwards

STATE OF FLORIDA )  
COUNTY OF DADE )

I HEREBY CERTIFY that on this 8<sup>th</sup> day of April, A.D. 1935  
before me personally appeared CARL WEEKS and H.D. BOONE, President and  
Secretary respectively of INVESTMENT COMPANY OF NORTH AMERICA, INC., a  
corporation under the laws of the State of Florida, to me known to be  
the persons who signed the foregoing instrument as such officers and  
severally acknowledged the execution thereof to be their free act and  
deed as such officers for the uses and purposes therein mentioned; and  
that they affixed thereto the official seal of said corporation, and  
that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the  
County of Dade and State of Florida, the day and year last aforesaid.

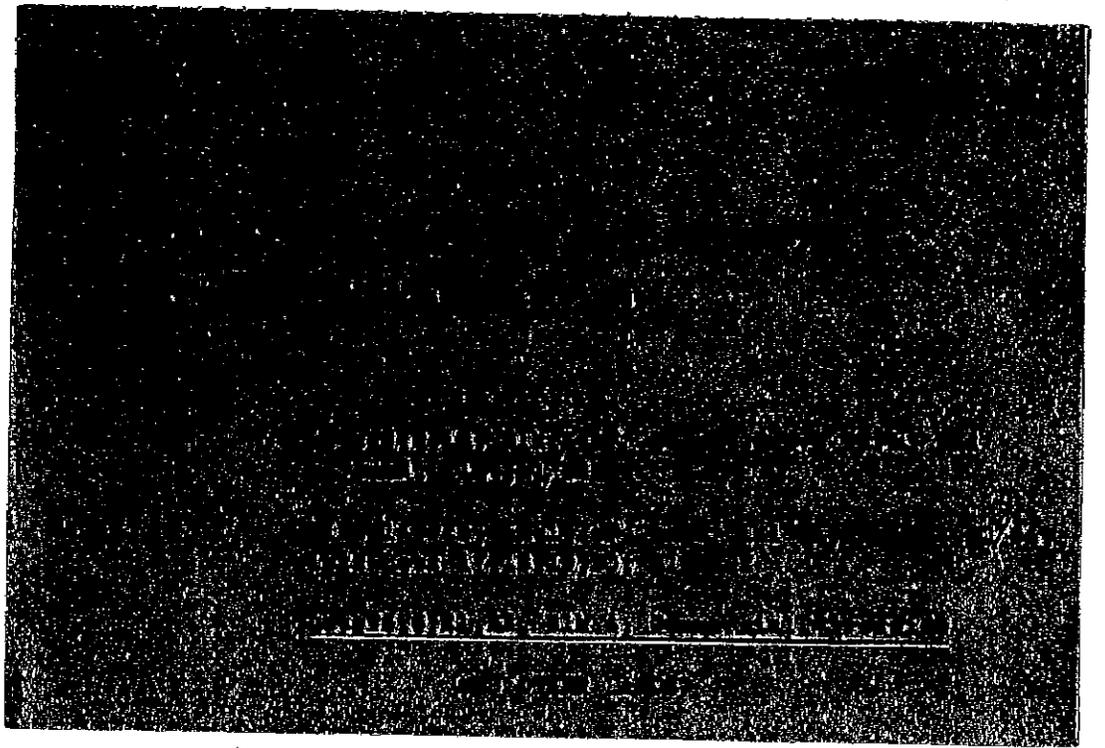
Grainger Edwards  
Notary Public State of Florida at Large

My commission expires: Sept 21-1937



State of Florida, County of Dade,  
This instrument was filed for record the 7<sup>th</sup> day of April  
1935 at 11:15 and is recorded in Book 1618 of  
Public Records of the County of Dade, State of Florida.

H. LEATHERMAN  
[Signature]



1954 Trust deed 3 1 28

Investment Company of Florida Trust Co. to Biscayne Trust Company 260090.89

Parcel No. 41;

Blocks 1 to 5 incl. of Commercial Riverside, and a sub of following lands: Commence at a pt on Sec. line 152 ft east of SW corner of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of sec. 35-53-41; thence run due north to thread or center of Miami River; thence meander said thread or center of said Miami River in a S $\frac{1}{4}$ ly dir. to a pt where said center line intersects the South line of said sec. 35; thence due west to a peg; being all of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of sec. 35-53-41 lying south of Miami River, except the west 152 ft thereof, per 20/64; less the following des. property, to-wit; Lots 17, 18, 19 and 20 of block 2, and lots 5, 6, and 21 and 22 of blk 4 of Commercial Riverside.

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**Sheriff's Deed**

THIS INDENTURE made this SIX day of MAY A. D. 1928, between Henry H. Chase, as Sheriff of Dade County, State of Florida, party of the first part, and  
Bank of Bay Biscayne Part 10B of the second part.

WHEREAS, by virtue of a certain execution issued out of and under the seal of Circuit Court and for Dade County, Florida, tested the 24th day of February A. D. 1928 at the suit of Bank of Bay Biscayne Vs. Williamson and Banker, directed and delivered to the said Sheriff, commanding him, that of the goods and chattels, lands and tenements of said Defendant, he cause to be made certain removals in said execution specified, the said Sheriff did levy on and seize all the estate, right, title and interest which the said Defendant had of, in and to the property hereinafter described; and on the first Monday in May A. D. 1928, being the 7th day of the month, and a legal sale day, sold the said property at public auction in front of the South door of the Court House in the City of Miami, in said County and State, having first given public notice of the time and place of said sale, by advertising said property for sale, in manner and form as required by the statutes in such cases made and provided in the Miami Daily News and Metropolis, a newspaper of general circulation published in said county, once a week for SIX weeks next preceding date of sale; and that at such sale the said property was struck off to the said part 10B of the second part, for the sum of \$15,000.00 being the highest bidder therefor, and that being the highest bid for the same.

NOW THIS INDENTURE WITNESSETH: that the said party of the first part, as Sheriff as aforesaid, by virtue of the said execution, and in pursuance of the statute in such case made and provided, and in consideration of the sum of money so bid as aforesaid and in hand paid to the said party of the first part by the said part 10B of the second part, at and before the encasing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell and convey unto the said Bank of Bay Biscayne part 10B of the second part, all the estate, right, title and interest which the said defendant had on the 7th day of May 1928, and in and to all that certain real estate known

and described as follows:  
All of Block One (1) to Five (5) both inclusive, except lots seven (7), eleven (11), thirteen (13) and twenty (20) of Block Two (2) and lots five (5), six (6), twenty-one (21) and twenty-two (22) of Block Four (4) of Commercial Building in addition to all lots of Block One (1) of the following description: to-wit: all the lots and parcels of land in and to the South of Range 15, Section 10, Township 25 North, Range 15 East, Dade County, Florida.

the Clerk of the Circuit Court in and for Dade County, Florida, in Flat Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Public Records of Dade County, Florida.

TO HAVE AND TO HOLD, the said described property unto the said part... ion... of the second part, their successors and assigns, as fully and absolutely as the said party of the first part, as Sheriff as aforesaid, can or should convey by virtue of said execution and the laws relating thereto.

IN TESTIMONY WHEREOF, the said party of the first part, as Sheriff aforesaid, has hereunto set his hand and affixed his seal this 7th day of May, A. D. 1928.

*Henry R. Chase*  
As Sheriff of Dade County, Florida.

Signed, sealed and delivered in my presence:  
*W. L. ...*  
*C. B. Baum*

STATE OF FLORIDA }  
COUNTY OF DADE. }

BE IT REMEMBERED, that on this 7th day of May, A. D. 1928, before me, a Notary Public for the State and County aforesaid, personally appeared Henry R. Chase, as Sheriff of Dade County, Florida, well known to me and well known to me to be the person described in and who executed the foregoing instrument of writing, and he did acknowledge that he signed, sealed and delivered the same of his own free will and accord, and for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

My commission expires *June 18-1930*  
*C. B. Baum*  
Notary Public State of Florida at Large.

FILED *May 9 1928* AT *4:34* O'CLOCK P. M.  
AND RECORDED IN THE BOOK NOTED ABOVE  
E. H. LEATHERMAN, CLERK CIRCUIT COURT  
DADE COUNTY, FLORIDA

NOTARY PUBLIC  
JUN 18 1930

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CLERK OF CIRCUIT COURT

DADE COUNTY, FLORIDA



property which has heretofore been released from said mortgage deed, to-wit: Lots 17, 18, 19 and 20 of Block 2, and Lots 5, 6, 21 and 22 of Block 4, of Commercial Riverside, Together with the tenements, hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD all and singular the said premises, above mentioned and described, and hereby granted and conveyed, or intended so to be, with the appurtenances, unto the said party... of the second part, its <sup>SUCCESSORS</sup> and assigns, to the only proper use, benefit and behoof of the said party... of the second part, its <sup>SUCCESSORS</sup> and assigns forever. IN WITNESS WHEREOF, the said <sup>General</sup> Master in Chancery, as aforesaid, has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of: Ira P. Davis (SEAL) As <sup>General</sup> Master in Chancery, as aforesaid. General

STATE OF FLORIDA

DADE COUNTY.

I, an officer duly authorized to take acknowledgments, hereby certify that... NORRIS NOELIA... is well known to me, and known to me to be the individual described in and who executed the foregoing deed of conveyance, and that he acknowledged before me that he executed the foregoing deed, as <sup>General</sup> Master in Chancery, aforesaid, for the purposes therein expressed.

Witness my hand and official seal, the 25th day of June, A. D. 1928, in the State and County aforesaid.

Ira P. Davis Notary Public, State of Florida at Large.



FILED JUNE 26 1928 AT 11:16 O'CLOCK AND RECORDED IN THE BOOK NOTED ABOVE BY E. WEAVERMAN, CLERK CIRCUIT COURT DADE COUNTY, FLORIDA



THIS INDENTURE, Made this 6<sup>th</sup> day of February A. D. 1930  
BETWEEN INVESTMENT COMPANY OF NORTH AMERICA

\_\_\_\_\_ a corporation  
existing under the laws of the State of FLORIDA, having its principal place of business in  
the County of DADE and State of FLORIDA and lawfully  
authorized to transact business in the State of Florida, party of the first part, and the City of Miami, a municipal corporation of the State of Florida, party of the second part.

WITNESSETH: That, WHEREAS, it is desired to widen THE MIAMI RIVER  
to a width of 100 feet, the said River being Variable feet  
in width at present, and in order to widen said River it is desired to secure from the property  
owners on the West side of said River a strip of land  
Variable feet in width,

NOW, THEREFORE, in consideration of the promises the parties of the first part being the owners of  
Lot 21 to 23 inclusive, and Unnumbered Lot lying Southwesterly  
of Lot 23, Block 2, Commercial Riverside, Amended

do hereby, in consideration of the premises and of the sum of one dollar (\$1.00) paid to the parties of the first  
part by the party of the second part, grant, bargain, sell and convey unto the party of the second part the following  
described property, to-wit: A strip of land As Described Herein

XXXX XXXX XXXX XXXX

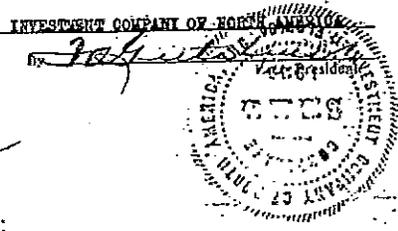
Beginning at a point on the Northwesterly line of Lot 21, Block  
2, Commercial Riverside Amended, as recorded in Plat Book 20, Page 64,  
Public Records of Dade County, Florida, said point being twelve and  
one-half (12.5) feet more or less Southwesterly from the intersection  
of said Northwesterly line of Lot 21 with the U.S. Pierhead & Bulkhead  
Line as now established; thence Northwesterly along said Northwesterly  
line of Lot 21 a distance of twelve and one-half (12.5) feet more or  
less to the U.S. Pierhead & Bulkhead Line as now established; thence  
Southwesterly along said U.S. Pierhead & Bulkhead Line as now established  
to the East line of that unnumbered lot in said Block 2 lying South-  
westerly from Lot 23 of said Block 2; thence South along said East  
line of said unnumbered lot a distance of twenty (20) feet more or less  
to the Proposed New Pierhead & Bulkhead Line; thence Northwesterly  
along said Proposed New Pierhead & Bulkhead Line across said unnumbered  
lot and across Lots 23 to 21 inclusive of said Block 2 to the point  
of beginning.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the  
same against the lawful claims of all persons whomsoever, subject to all existing liens and  
encumbrances.

APPROVED AS TO FORM  
DATE 2/6/30  
BY [Signature]

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

Attest: W. Robert Smith  
Secretary.



Signed, sealed and delivered in the presence of us:

Maria Dixon  
William Brown

STATE OF FLORIDA,  
COUNTY OF DADE

I HEREBY CERTIFY, that on this 6th day of December A. D. 1930,  
before me personally appeared P. A. Gutelius  
and W. Robert Smith, Vice President and Secretary, respectively of  
Investment Company of North America, a corporation under the laws of the State

of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal of Miami  
in the County of Dade and State of Florida  
this 6th day of December 1930.

Robert L. ...  
Notary Public, State of Florida at Large.  
My Commission Expires My Commission expires Jan. 16, 1933  
Notary Public State of Florida.

Form with fields for 'STATE OF FLORIDA', 'COUNTY OF DADE', 'Date', 'Book No.', 'Page No.', and 'Subsection'. Includes a 'Warranty Deed' stamp and a 'FILED FOR RECORD' stamp dated MAY 5 1932.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Official Notary of the State of Florida at the City of Miami, Florida, this 6th day of December 1930.  
E. M. ..., Clerk

**EXHIBIT "D"**

**Responsible Wages**

## EXHIBIT "D"

### RESPONSIBLE WAGES

• Miami-Dade County Code, Section 2-11, regarding Responsible Wages. The Tenant shall comply with Section 2-11 of the Miami-Dade County Code, which specifically concerns the payment of responsible wages to employees and laborers providing labor related to the construction, alteration, and/or repair of public buildings or public works (the "Applicable Work"). Each employee and laborer providing Applicable Work shall be paid in a manner that is consistent with the "Negotiated Contracts," as such phrase is defined in Section 2-11.16, Miami-Dade County Code, in effect as of January 1st of the calendar year in which this Lease is executed. Thereafter, the Tenant shall provide and ensure that the overall per hour rate to be paid for the Applicable Work performed under this Lease during each subsequent calendar year shall be the overall per hour rate of the Negotiated Contracts in effect as of January 1st, of the year in which the Applicable Work is performed. If a particular craft or type of employee is not listed in such Negotiated Contracts, in ascertaining the initial overall per hour rate to be paid those employees for the Applicable Work, the minimum standard shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 CFR 5.24) (paid as set forth below) and of the fringe benefits payments (paid as set forth below) for hospitalization, medical pension and life insurance benefits for such craft or type of employee under the Secretary of Labor's wage determination (made pursuant to the provisions of the Davis-Bacon Act) in effect for Miami-Dade County, Florida, as of the end of the prior calendar year for which the work is to be performed. The foregoing and the provisions of Section 2-11.16(e) notwithstanding, where not otherwise precluded by state or federal law, the overall per hour rate shall be the higher rate under this Section 2-11.16. Further, the overall per hour rate to be paid for Applicable Work performed during the year period commencing the next January 1st after the date of execution of this Lease shall be such rate (as determined above) for that calendar year and shall be updated thereafter on each subsequent January 1st to the rate for the ensuing calendar year until completion of the Project; and

a.) The Tenant, Developer, Sublessee and/or any of their subcontractors, is mandated to pay not less than the specified overall per hour rate for the Applicable Work, as adjusted over the Term of this Lease in accordance with the Miami-Dade County Code, Section 2-11.16; and

b.) The Tenant, Developer, Sublessee and/or any of their subcontractors, may fulfill the obligation to pay such specified overall per hour rate for the Applicable Work by payment to the employee of the hourly wage rate listed in the Negotiated Contracts (or, if applicable, the "basic hourly rate of pay" as defined in 29 CFR 5.24 contained in the Secretary of Labor's wage determination) for such craft or type of employee plus either: (i) payment on the employee's behalf of the cost (on an hourly basis) of the hospitalization, medical, pension and life insurance benefits specified for such craft or type of employee; or, (ii) payment to the employee (in addition to the listed hourly wage rate, or basic hourly rate of pay, if applicable, of an amount equal to the hospitalization, medical, pension and life insurance benefits (on an hourly

basis) that contractors are required to provide under the Negotiated Contracts (or, if applicable, an amount equal to the fringe benefit payments on an hourly basis for hospitalization, medical, pension and life insurance benefits contained in the Secretary of Labor's wage determination) for such craft or type of employee. Payments to employees shall be counted towards fulfillment of the above obligation only to the extent that such payments are made by check or money order; and

c.) The Tenant, Developer, Sublessee and/or any of their subcontractors, shall post in a conspicuous place on the Demised Property where the construction work will be performed: (1) the schedule of the specified overall per hour rate for each applicable classification specified by the Negotiated Contracts; (2) the amount of liquidated damages for any failure to pay such rates; and (3) the name and address of the responsible official in Miami-Dade County to whom complaints should be given; and

d.) Provide that there may be withheld from the Tenant, Developer or Sublessee so much of accrued payments as may be considered necessary by the contracting officer to pay to employees employed by the Tenant, Developer, Sublessee (or any contractor and/or subcontractor under him) in the performance of the Applicable Work the difference between the overall per hour rate required by this Lease to be paid to employees providing Applicable Work and the amounts received by such employees and not refunded to the Tenant, Developer, Sublessee, and/or any of its contractors, subcontractors and/or their agents; and

e.) The Tenant, Developer, Sublessee and/or any of their contractors and/or subcontractors, shall cause to be kept, accurate written records signed under oath as true and correct showing the names, Social Security numbers, and craft classifications of all employees performing Applicable Work on or about the Demised Property, and/or for the Project, the hours and fractions of hours for every type of Applicable Work performed by each employee, the combined dollar value of all wages, any contributions to benefit plans and payments made to each employee of the overall per hour rate required by terms and conditions of this Lease (which is in accordance with Miami-Dade County Code, Section 2-11.16). Further, the Tenant is required to submit to the Landlord a list of all contractors and subcontractors and the names and Social Security numbers of all employees thereof who performed Applicable Work each day under construction or trade contract, and further require each subcontractor to also submit to the Landlord a list of the names and Social Security numbers of its employees who performed Applicable Work each day on the construction or trade contract; and

f.) Neither the Tenant, nor the Developer, nor the Sublessee, nor any of their contractors or subcontractors may terminate an employee performing Applicable Work under a construction or trade contract because of the employee's filing a complaint regarding payment of required overall per hour rates.

g.) The Landlord shall be permitted to periodically examine the records required to be kept in accordance with Miami-Dade County Code, Section 2-11.16. As to Responsible wages the Davis-Bacon Act applies (40 U.S.C. 276(a)) and the County Code Section 2-11 of the Miami-Dade County Code does not apply.

h.) The Tenant, Developer, Sublessee, contractor and/or subcontractor in addition to any other requirements under this Lease, shall be responsible for any and all costs and/or fees associated with the SBD monitoring the Project, including the inspection and/or audit of any and all books, records and/or documents, to ensure that the Tenant, Developer, Sublessee, contractor and/or subcontractor, as the case may be, is in compliance with this Lease and Section 2-11 of the Miami-Dade County Code.

i.) The Tenant will comply with administrative procedures for monitoring compliance with and enforcement of the requirements of this Lease, in accordance with Miami-Dade County Code, Section 2-11.16. Such procedures provide that:

(i.) The Miami-Dade Department of Small Business Development ("SBD") may conduct investigations of compliance with the requirements of Miami-Dade County Code, Section 2-11.16, and issue written notices to the Tenant, and/or Developer and/or Sublessee (or contractor or subcontractor under the Tenant, Developer, and/or Sublessee) when it determines based on such investigation that the Tenant, Developer, or Sublessee (or contractor or subcontractor) has not complied with the requirements of Section 2-11.16;

(ii) The Tenant, Developer, Sublessee, contractor or subcontractor shall respond in writing to the notice of noncompliance;

(iii) Based on the response, SBD may determine to rescind the notice of noncompliance or to conduct a Compliance Meeting with the affected Tenant, Developer, Sublessee, contractor or subcontractor at which any additional evidence may be presented;

(iv) SBD shall make a written compliance determination following any Compliance Meeting. A determination that the Tenant, Developer, Sublessee, contractor or subcontractor has not complied with the requirements of this Lease (and/or with Miami-Dade County Code, Section 2-11.16) and shall state the basis therefore and shall advise the Tenant, Developer, Sublessee, contractor or subcontractor of its right to file a written request with the County Manager (or the County Manager's successor) within thirty (30) calendar days to schedule an administrative hearing before a hearing officer to appeal the determination as provided below; and

(v) Should the Tenant, Developer, Sublessee, contractor or subcontractor, as the case may be, fail to respond to a notice of noncompliance, and/or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by SBD after a Compliance Meeting it shall be deemed not to have complied with the requirements of this Lease and/or the Miami-Dade County Code, Section 2-11.16, as stated in the notice or determination of non-compliance and, in the case of underpayment of the required overall per hour rate, an amount sufficient to pay any underpayment shall be deemed an event of default under this Lease, and the Landlord shall be

permitted to undertake adequate remedies at law or in equity as it deems appropriate to compensate any affected employee or laborer, including but not limited to retaining any funds otherwise due to the Tenant, Developer or Sublessee. Further should the Tenant, Developer, Sublessee or subcontractor who does not make the required payment of the underpaid wages or who does not pay any fine imposed hereunder shall not be deemed responsible to perform subsequent Miami-Dade County construction contracts and shall be ineligible to be awarded such contracts for so long as the identified underpayment or any penalties imposed therefor remain outstanding, not to exceed three (3) years.

**EXHIBIT B**

**Naeem Khan, Ltd. Miami River Project: Estimates of Economic Development Impact, Phase I Only**

| Economic Indicator                                       | 2016  | 2017  | 2018  | 2019  | 2020  | 2021  | 2022  | 2023   | 2024   | 2025   | 2026   | Cumulative | Annual Average |
|--|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|--------|------------|----------------|
| <b>Impact from Construction Activity</b>                 |       |       |       |       |       |       |       |        |        |        |        |            |                |
| Investment in Private Building (\$M) <sup>1</sup>        | \$6.0 | \$0.0 | \$0.0 | \$0.0 | \$0.0 | \$0.0 | \$0.0 | \$0.0  | \$0.0  | \$0.0  | \$0.0  | \$6.0      | NA             |
| Total Employment (Jobs)                                  | 57    | 3     | 1     |       |       |       |       |        |        |        |        | NA         | 20             |
| Compensation to Labor (\$M) <sup>2</sup>                 | \$2.8 | \$0.4 | \$0.2 |       |       |       |       |        |        |        |        | \$3.4      | \$1.1          |
| Disposable Personal Income (\$M) <sup>3</sup>            | \$2.4 | \$0.3 | \$0.2 |       |       |       |       |        |        |        |        | \$2.9      | \$1.0          |
| GDP, Miami-Dade County (\$M)                             | \$4.0 | \$0.3 | \$0.1 |       |       |       |       |        |        |        |        | \$4.4      | \$1.5          |
| Gross Business Revenues/Sales (\$M)                      | \$7.0 | \$0.4 | \$0.2 |       |       |       |       |        |        |        |        | \$7.5      | \$2.5          |
| <b>Impact from Recurring Operations</b>                  |       |       |       |       |       |       |       |        |        |        |        |            |                |
| Total Employment (Jobs)                                  | 0     | 47    | 61    | 74    | 79    | 83    | 87    | 91     | 96     | 94     | 93     | NA         | 80             |
| Direct Employees (NK, Ltd.)                              | 0     | 30    | 40    | 50    | 54    | 58    | 62    | 66     | 70     | 70     | 70     | NA         | 57             |
| Compensation to Labor (\$M) <sup>2</sup>                 | \$0.0 | \$2.1 | \$2.8 | \$3.6 | \$4.0 | \$4.3 | \$4.7 | \$5.0  | \$5.4  | \$5.4  | \$5.5  | \$42.8     | \$4.0          |
| Disposable Personal Income (\$M) <sup>3</sup>            | \$0.0 | \$1.3 | \$1.9 | \$2.4 | \$2.7 | \$3.1 | \$3.4 | \$3.6  | \$3.9  | \$4.0  | \$4.1  | \$30.4     | \$3.0          |
| GDP, Miami-Dade County (\$M) <sup>4</sup>                | \$0.0 | \$2.6 | \$3.3 | \$4.1 | \$4.4 | \$4.7 | \$4.9 | \$5.3  | \$5.7  | \$5.6  | \$5.7  | \$46.3     | \$5.0          |
| Gross Business Revenues/Sales (\$M)                      | \$0.0 | \$5.0 | \$6.5 | \$8.1 | \$8.7 | \$9.3 | \$9.9 | \$10.5 | \$11.2 | \$11.2 | \$11.2 | \$91.8     | \$9.0          |
| <b>Impact from Construction and Recurring Operations</b> |       |       |       |       |       |       |       |        |        |        |        |            |                |
| Total Employment (Jobs)                                  | 57    | 50    | 62    | 74    | 79    | 83    | 87    | 91     | 96     | 94     | 93     | NA         | 79             |
| Compensation to Labor (\$M) <sup>2</sup>                 | \$2.8 | \$2.4 | \$3.1 | \$3.6 | \$4.0 | \$4.3 | \$4.7 | \$5.0  | \$5.4  | \$5.4  | \$5.5  | \$46.2     | \$4.2          |
| Disposable Personal Income (\$M) <sup>3</sup>            | \$2.4 | \$1.7 | \$2.1 | \$2.4 | \$2.7 | \$3.1 | \$3.4 | \$3.6  | \$3.9  | \$4.0  | \$4.1  | \$33.3     | \$3.0          |
| GDP, Miami-Dade County (\$M) <sup>4</sup>                | \$4.0 | \$2.9 | \$3.5 | \$4.1 | \$4.4 | \$4.7 | \$4.9 | \$5.3  | \$5.7  | \$5.6  | \$5.7  | \$50.7     | \$4.6          |
| Gross Business Revenues/Sales (\$M)                      | \$7.0 | \$5.4 | \$6.7 | \$8.1 | \$8.7 | \$9.3 | \$9.9 | \$10.5 | \$11.2 | \$11.2 | \$11.2 | \$99.4     | \$9.0          |

Notes: This simulation estimates the economic impact of Phase I. Dollar values are adjusted for inflation and reflect the consumer buying power in 2014. Cumulative values do not apply to employment. Annual averages do not include years when value is 0.

1. Does not include the cost of necessary public infrastructure investment.
2. Compensation includes wages and salaries and employer provided fringe benefits.
3. Disposable personal income is a measure of household buying power and represents personal income less taxes on earned income.
4. GDP, gross domestic product, represents the monetary value of finished goods and services produced within the borders of Miami-Dade in a one year period.
5. Gross business revenues represent the sales, rents and fees generated from business operations in Miami-Dade without removing the cost of goods and services procured from establishments located outside the County.