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

MEMORANDUM

Agenda Item No. 14(A)(1)

TO:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	**DATE:**	September 1, 2021
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving, pursuant to section 125.38, Florida Statutes, terms of and authorizing execution by County Mayor of a lease agreement between Miami-Dade County, as landlord, and the Armory Board of the State of Florida, as tenant, of approximately 70 acres of land, containing warehouses and other structures, consisting of a portion of folio number 30-7901-000-0120 and a portion of 30-7901-000-0090, located north of and adjacent to the Homestead Air Reserve Base, in unincorporated Miami-Dade County ("property"), for a five year term at a rental rate of $78,000.00 per year, for the public purpose of national security and the promotion of economic development, and including the grant of an option to purchase such property at the nominal value of $1.00; waiving Resolution No. R-1000-14 requiring Board approval of future conveyances in light of the restricted use of the property for military purposes; declaring such property surplus; authorizing the County Mayor to execute the lease agreement, exercise all rights conferred therein, and to take all actions necessary to effectuate same; authorizing the Chairperson or Vice Chairperson of this Board to execute a County Deed conveying the property to the Armory Board in the event that the option is exercised

Resolution No. R-835-21

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.

Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum

MIAMI-DADE COUNTY

Date: September 1, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Subject: Lease Agreement with Option to Purchase between Miami-Dade County and the Armory Board of the State of Florida, for Certain Properties Located adjacent to the Homestead Air Reserve Base
Folio Nos.: A portion of 30-7901-000-0120 and a portion of 30-7901-000-0090

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize execution of the Lease Agreement with Option to Purchase (Lease) between Miami-Dade County (County) and the Armory Board of the State of Florida (Armory Board), an entity created by the Florida legislature, for the use of property located adjacent to the Homestead Air Reserve Base (HARB), consisting of approximately 70 acres of County-owned property, identified as portions of Folio Numbers 30-7901-000-0120 and 30-7901-000-0090, and located adjacent to an existing location for the Florida Army National Guard (Property), for national security use and to promote economic development.

- The Property will be used by the Florida Army National Guard to construct and staff military facilities, which may include, but not be limited to, a communications and logistics readiness center, aviation readiness center, and engineering and administration building, while relocating approximately 500 personnel from other areas of Florida to the new center. The job creation and capital investment satisfy the economic development and public purposes of the Economic Development Conveyance Agreement.

- A greater presence of the Florida Army National Guard in the County additionally serves to provide greater security and disaster response for the residents of the County, and is in the public's best interests.

The County previously acquired the subject Property from the United States of America, as part of the Base Realignment and Closure (BRAC) downsizing process of the Homestead Air Force Base into the HARB. More specifically, the resolution does the following:

- Authorizes the lease of both land and buildings, located adjacent to the HARB;

- Authorizes a lease term of five years;

- Authorizes the opportunity for the Armory Board to purchase the Property, including all buildings on the property, with the exception of the fuel storage tanks, for $1.00;

- Waives the requirements of Resolution No. R-1000-14 requiring a provision be included in the instrument of conveyance requiring Board approval of any future conveyances due to the deed restriction incorporating reverter language requiring military use;

- Declares the Property surplus to the County; and

- Authorizes the County Mayor or County Mayor's designee to execute the Lease, and the Chairperson or Vice-Chairperson of the Board to execute the County deed for the purpose of selling the Property to the Armory Board, in the event the option to purchase is exercised.

The Lease shall have a Lease Date, which will be last date that the Lease is executed by both parties, following the effective date of the resolution approving the Lease. The Lease will become effective six months after the Lease Date. The time in between the Lease Date and the effective date of the Lease, will be when the Armory Board will conduct its own due diligence on the Property.

Scope
The Property is located in Commission District 9, which is represented by Commissioner Kionne McGhee. Written notice of the Lease was provided to the District Commissioner. Although economic development and job creation opportunities from the Lease and conveyance of the Property are expected to accrue primarily in Commission District 9, the resulting overall impact of having a greater Florida Army National Guard (military) presence in the County area will have a countywide impact.

Fiscal Impact/ Funding Source
No County funds will be expended during the term of the Lease for the benefit of the Armory Board.

During the term of the Lease, the Armory Board shall annually pay to the County the amount of $78,000.00. The total projected fiscal impact for the five-year lease term is estimated to be payments to the County totaling $390,000.00.

During the term of the Lease, the Armory Board shall be responsible to pay all charges for water, sewer, storm water, trash disposal and electricity related to the Property.

The proposed annual rent is $78,000.00, which is the greatest amount the Armory Board stated it could commit to for the Property. The amount being charged for rent will cover a portion of the cost for the County to relocate the fuel storage tanks currently on the Property.

Additionally, the Florida Army National Guard will be responsible for overseeing the work of the federal government pertaining to any environmental remediation of the Property.

The Internal Services Department has conducted an in-house survey of the comparable rental values in the area of the subject Property to determine the Property's market rental value. The findings are provided below.

29055 SW 107 Avenue, Homestead, Florida - $7.75 per square foot. The Tenant is responsible for expenses.

23701 SW 132 Avenue, Homestead, Florida - $6.00 per square foot. The Tenant is responsible for expenses.

1300 SW 232 Street, Miami, Florida - $6.00 per square foot. The Tenant is responsible for expenses.

No appraisal was conducted of the Property since it is being conveyed to a governmental entity pursuant to Section 125.38, Florida Statutes, for national security and military purposes. In accordance with Resolution No. 333-15, the market value for the Property set forth in the County Property Appraiser's website for 2020 is $1,925,000.00, derived by applying the price per square value for the entire folio to the square footage of the Property.

Track Record/ County Monitor
The County has no record of negative performance issues with the Armory Board. Steven W. Mayers, of the Internal Services Department, is the Lease Monitor and will monitor compliance with the County Deed restrictions in the event that the option to purchase is exercised.

The Armory Board was created by the Florida legislature. Section 250.40, Florida Statutes, states that the Armory Board is created and charged with the supervision and control of all Florida National Guard armories, facilities, and real property within the state used for military purposes, and receives from counties, municipalities and other sources donations of land, services, or money to aid in providing, operating, improving, and maintaining armories and other facilities used for military purposes. The Armory Board is authorized to enter into lease-purchase agreements for acquiring, renovating, or constructing needed facilities, subject to authorization by an appropriations act.

In the event that the option to purchase is exercised, the deed of conveyance, attached as Exhibit B to the Lease, includes deed restrictions which run with the land, including but not limited to: i) a requirement that military use must be maintained; (ii) a requirement requiring the Armory Board to allow the County to have continued access to the County's existing fuel storage tanks and to relocate such storage tanks away from the Property in the County's discretion; and (iii) a reverter clause ensuring that the Property will be returned to the County, in the event the Armory Board does not utilize the Property for the intended military purposes after funding is appropriated. This item seeks a waiver of Resolution No. R-1000-14 requiring Board approval of any future conveyances of the Property in light of the deed restrictions limiting the use of the Property military purposes.

Delegated Authority

This item authorizes the Chairperson or Vice-Chairperson of the Board to execute the County deed for the purpose of conveying the Property, for and in the amount of $1.00, to the Armory Board.

This item authorizes the County Mayor or the County Mayor's designee to execute the Lease, to take all actions necessary to effectuate the Lease, and to exercise all rights conferred in the Lease and in the deed in the event that the option to purchase is exercised, and to supplement the maps attached to the Lease with a legal description based upon a survey of the Property. A copy of the Lease will be provided to the Property Appraiser's Office within 30 days of its execution.

Background

On July 13, 2004, the County approved Resolution No. R-909-04, which authorized the County to execute an Economic Development Conveyance Agreement (EDC Agreement) with the Secretary of the Air Force on behalf of the United States of America (Air Force) to accomplish the transfer of 601 acres of former HARB property to the County, at no cost. As a result of the EDC Agreement, the entire 601 acres were conveyed to the County by multiple deeds, which included various rights, obligations and restrictions. In accordance with the purposes of the EDC Agreement and the deeds that conveyed the property from the Air Force to the County, the County seeks to lease and convey the Property to the Armory Board for the relocation of approximately 500 personnel, from other areas of Florida, and the creation of a larger training facility for the Florida Army National Guard. The anticipated economic benefits contemplated from the Lease and conveyance of the Property to the Armory Board are clear and substantial, and equally important, the Armory Board will strengthen its military presence and natural disaster recovery capability in the County.

As part of the Lease, there is a six-month due diligence period, in which the Armory Board shall have the right to perform environmental testing and studies to the Property. During the due diligence period, the Armory Board shall have the right to terminate the Lease, or if necessary, seek an extension. At the end of the due diligence period, barring any change, the Lease will commence and remain valid for a five-year period.

Based upon the foregoing, the proposed Lease is recommended as being in the best interest of the County. The relocation of personnel from other areas of Florida to the Property, and the construction and staffing of military facilities, which may include, but not limited to, a communications and logistics readiness center, an aviation readiness center, and an engineering and administration building, satisfy the economic development and public purposes of the EDC Agreement. The larger presence of the Florida Army National Guard in the County additionally serves to provide greater and more timely security for the residents of the County and is in the public's best interests. The County has provided notice to the public of the intent to enter into the Lease by posting signs on the Property.

Attachment

Edward Marquez
Chief Financial Officer

LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE AGREEMENT (this "**Lease**") is made as of the __ day of ________, 2021 ("**Lease Date**"), by and between **MIAMI-DADE COUNTY,** a political subdivision of the State of Florida (the "**Landlord**"), and **THE ARMORY BOARD OF THE STATE OF FLORIDA,** a legislatively created state board duly organized under Florida Statutes, Section 250.40 (the "**Tenant**"), based on the following recitals:

A. Landlord is the owner of that certain parcel of land located adjacent to the Homestead Air Reserve Base (herein "HARB"), which is situated in Miami-Dade County, Florida, containing approximately 70 acres (which acreage is subject to adjustment after a survey) of land in the aggregate, which is more particularly described and illustrated in the maps, which are attached hereto and marked "Exhibit A," and which are incorporated herein by this reference (the "**Premises**"); and

B. The Tenant desires to lease the Premises in order to establish and/or otherwise expand its presence in the Homestead, Florida area, including, within ten (10) years from the date of this Lease, constructing a communications and logistics readiness center, constructing an aviation readiness center (for UH-60 and other helicopters), and constructing an engineering and administration building; and

C. The Tenant reasonably anticipates relocating, or otherwise bringing, no less than five hundred (500) additional military personnel to work to the buildings that will be constructed within the ten (10) period following the commencement of this Lease; and

D. Landlord desires to lease the Premises to the Tenant, and the Tenant desires to lease the Premises from the Landlord, for the aforementioned reasons, all in accordance with the terms and provisions of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Lease, Landlord and Tenant agree as follows:

ARTICLE 1 – LEASE OF PREMISES

1.0 **Incorporation of Recitals**. The foregoing recitals are approved and incorporated as if fully set forth herein.

1.1 **Lease.** Landlord demises and leases to Tenant, and Tenant rents and leases from Landlord, the Premises, together with all buildings and improvements now or hereafter located thereon and all easements, rights and appurtenances thereto. The Tenant's leasehold interest in and to the Premises shall extend to the Tenant and its successors and permitted assigns, for the term set forth in Article 2, subject to and in accordance with the terms and provisions of this Lease. This Lease is subject to all applicable present and future governmental rules and regulations, planning and zoning ordinances, governmental building restrictions, and the conditions of the Base Realignment and Closure ("BRAC") process, the Indenture for the Premises from the United States of America to Miami-Dade County, dated August 12, 2004, and recorded in the Official Records of Miami-Dade County on March 3, 2005 at OR book 23134, and pages 396-417 and 434-452, and the Economic Development Conveyance Agreement between the United States of America and Miami-Dade County, approved by Miami-Dade County Resolution 909-04, on July 13, 2004 ("Federal Restrictions"), including, but not limited to the remediation of hazardous materials and/or environmental conditions along with the management and preservation of certain endangered plants and animal species located on the Premises.

1.2 **Possession.** Landlord shall deliver, and Tenant shall accept, possession of the Premises on the Effective Date (as defined in Section 2.1 below), free and clear of any other leasehold tenants. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that the Landlord shall continue to have and maintain certain fuel storage tanks on the Premises, which fuel storage tanks shall be permitted to remain throughout the term of this Lease, and without any payment or compensation, of any kind or nature, to the Tenant. Further, the Landlord, as later described in this Lease, shall be permitted to remove or otherwise relocate the fuel storage tanks away from the Premises.

ARTICLE 2 – TERM

2.1 **Lease Term**. The term of this Lease (the "**Lease Term**") shall begin on the Effective Date, and shall continue for a period of five (5) years thereafter, unless sooner terminated as provided for in this Lease ("**Lease Term**"). This Lease shall be extended upon written request of Tenant on a year-to-year basis, to be provided prior to the expiration of each year of extension, for an additional five (5) years after the Lease Term, so long as the Tenant is not in breach of any of the terms and/or conditions of this Lease, beyond any applicable cure period.

2.2 **Lease Date**. The Lease Date is the date this document is last executed by both the Landlord and Tenant, after it is approved by the Miami-Dade County Board of County Commissioners, and the expiration of the County Mayor's ten (10) day veto period. Commencing upon the Lease Date, the Tenant shall make diligent good faith efforts to accomplish the tasks expressed in this Lease as matters of Due Diligence, as defined below in Article 2.4.

2.3 **Effective Date**. The Effective Date is the date when the Tenant's leasehold interest in the Premises begins, including when possession and all other rights and responsibilities pertaining to the Premises pass from the Landlord to the Tenant. The Effective Date shall be six (6) months from the Lease Date, unless notice is given by the Tenant to the Landlord that: (a) it has completed its Due Diligence and the Effective Date of this Lease can commence; or (b) the Tenant has elected to terminate this Lease due to its inspection of, and findings about, the Premises; or (c) an extension of time is needed, because despite the Tenant's good faith efforts to complete the necessary Due Diligence matters, as described in Article 2.4 below, its work was frustrated by economic factors, abundance of work or force majeure, and such factors have been acknowledged and agreed to by the Landlord. Upon the Landlord acknowledging and agreeing to the Tenant's request to extend the time period for the Due Diligence matters to be performed by the Tenant, the Effective Date shall be extended by a term of up to six (6) months. The Tenant shall provide written notice, at least thirty (30) days in advance, to the Landlord, of the following: (1) intent to start the Effective Date or (2) intent to quit property due to issues discovered in the Due Diligence Period, as defined below or (3) the desire to extend the Due Diligence Period, as defined below.

2.4 **Due Diligence and Due Diligence Period**. The **Due Diligence Period** is the period of time between the Lease Date and the Effective Date. Landlord and Tenant covenant to open communications and the exchange of information during the Due Diligence Period, to include transparency in contracting, timeline and expectation management, and sharing of preliminary and final environmental and other reports. During the Due Diligence Period the Tenant shall perform the required Due Diligence matters, as follows:

(a) Determine the presence of Recognized Environmental Conditions on Premises. A Recognized Environmental Condition (REC) is an observed presence or likely presence of any hazardous substances and/or petroleum products on the Premises under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances and/or petroleum products into structures on the Premises or into the ground, ground water, or surface water of the Premises. To this end the Tenant shall conduct, without limitation, a Phase I and Phase II environmental site assessment report prepared in accordance with the American Society for Testing and Materials Standard Practice(s), and as applicable the environmental assessment report, which shall utilize and include as applicable the existing information regarding the environmental condition of the Premises as well as determine the presence of any Endangered Species on the Premises, particularly the Florida Bonneted Bat (Eumops Floridanus), and the Eastern Indigo Snake (Drymarchon Couperi). The environmental assessment shall be in accordance with Miami-Dade County Code, Section 24-44(2) and associated guidance, prepared by a licensed environmental engineering consultant and certified to the Landlord and shall constitute a Baseline Environmental Study for the Premises. The environmental assessment report shall be completed and submitted to the Landlord's Division of Environmental Resource Management ("DERM") prior to the Effective Date of this Lease and shall be subject to the timely review and approval of DERM, which approval may be granted, denied or conditioned (including but not limited to further testing required) in the reasonable exercise of DERM's discretion.

(b) Determine the phase, progress and likely completion date of the United States Air Force's Comprehensive Environmental Response Compensation and Liability Act (CERCLA) clean up remedial actions, including groundwater monitoring.

(c) Evaluate results from such testing and assessments against mitigation measures required, requirements of Military Construction funding regarding RECs, determine the overall usage for the purpose of construction military buildings for force structure requirement and any remediation required

2.5 **Lease Date, Effective Date, and Due Diligence**. If, during the Due Diligence Period, the Tenant determines that RECs are present on the Premises and the REC's presence on the Premises will frustrate the Tenant's intended purpose during Due Diligence Period, Tenant has the right to terminate this Lease. Should the Tenant elect to terminate this Lease pursuant to this Section 2.5, then the Tenant shall exercise its right to terminate by sending written notice to the Landlord within thirty (30) calendar days of the expiration of the Due Diligence Period. Such action shall terminate all rights and responsibilities accruing in this document and any claim to possession by the Tenant, save and except that Tenant shall: (1) restore the Premises to the condition that it was in as of the Lease Date; and (2) remain responsible for any damages to the Premises, the Landlord, third-parties and/or to other property owners arising from the actions performed during the Due Diligence Period (the obligations set forth in Article 2 herein are referred to as the "Tenant's Surviving Obligations"). Otherwise, Tenant shall notify Landlord of its intent to take possession of the Premises, and the Landlord and Tenant shall agree to the actual Effective Date of this Lease, thereby triggering the Tenant's leasehold rights and responsibilities, as delineated in this document, unless altered or amended in writing and executed by Landlord and Tenant, to include rent payment and regular maintenance and control of the Premises. Should the Tenant fail to timely notify the Landlord of its intent to trigger the Effective Date, the Tenant's right to do so shall automatically terminate or otherwise become null and void. The Tenant's Surviving Obligations survives the expiration or termination of this Lease and does not merge with the deed in the event of an exercise of Tenant's Option to Purchase.

ARTICLE 3 – RENT

3.1 **Rent During Lease Term**. Commencing on the Effective Date and continuing thereafter until the expiration or sooner termination of this Lease, Tenant shall pay to Landlord an amount for the Premises, which equals Three Hundred Ninety Thousand ($390,000.00) Dollars, for the five (5) year Lease Term ("**Rent**"), which annual amount equals Seventy-Eight Thousand ($78,000.00) Dollars per year. The Rent shall be due and payable annually in twelve (12) equal consecutive monthly installments of Six Thousand Five Hundred ($6,500.00) Dollars, and shall be paid by the Tenant in advance, on the first (1^{st}) day of each and every month during the Lease Term, without deduction, abatement, set-off, prior notice or demand (except as otherwise expressly provided for in this Lease). All Rent shall be paid to Landlord in United States funds, at the address for Landlord set forth below, or at such other place as may be designated in writing by Landlord to Tenant. After the expiration date of this Lease, should the parties elect to extend the term of this Lease, in accordance with Section 2.1 of this Lease, the annual rent shall be One ($1.00) Dollar, for each any every year, or any portion thereof, which shall be paid by the Tenant to the Landlord, in United States funds, in the manner described above.

3.2 **Late Payment**. If Tenant fails to pay any installment of Rent on or before the tenth (10th) day of the calendar month in which the same is due, then Tenant shall pay to Landlord, in addition to the installment of Rent, five (5%) percent of such rental payment, as a late payment fee and not as a penalty.

3.3 **Net Lease**. This Lease shall be deemed and construed to be a "triple-net lease" and, accordingly, anything contained in this Lease to the contrary notwithstanding, Landlord shall receive the Rent free from any charges, assessments, impositions, expenses or deductions of any and every kind or nature whatsoever. And further, the Tenant hereby acknowledges and agrees that the Tenant shall be solely responsible for any and all other charges and/or fees associated with the Premises, including but not limited to, storm water charges, utilities, taxes, and water and sewer charges.

ARTICLE 4 – CONDITION OF PREMISES; USE AND ALTERATION

4.1 **Condition of Premises**. Tenant acknowledges it will be accepting the Premises in its "as is and where is" condition, with any and all faults, existing as of the Lease Date. Tenant further acknowledges and agrees that the Landlord shall not be responsible for making (or contributing in any way to the cost of making) any changes or improvements to or for the Premises.

4.2 **Use**. During the Lease Term, Tenant shall have the right to use the Premises as an operation and training location for members of the Florida Army National Guard and other state and/or federal military operations, in accordance with the terms and conditions of this Lease. The Tenant shall construct on the Premises the following buildings: A communications and logistics readiness center, an aviation readiness center (for UH-60 and other helicopters), and an engineering and administration building. The Tenant shall not suffer, permit or commit any waste or nuisance on the Premises (it being understood and agreed that any alterations to the Premises, which are expressly permitted under this Lease shall not constitute waste).

4.3 **Alteration of Premises**. At any time and from time to time during the Lease Term, Tenant shall have the right to make such alterations and modifications to the Premises as Tenant shall determine, in Tenant's sole discretion, in order to accommodate Tenant's desired use of the Premises, in accordance with Section 4.2 of this Lease. Such alterations and modifications may include, without limitation, the remodeling or demolition of existing buildings and improvements within the Premises, and/or the construction and installation of new buildings, structures, walls, fences, signs, pools, parking areas, landscaping and other improvements to and within the Premises, all as determined by Tenant. Separately, the Tenant covenants and hereby agrees that the fuel storage tanks currently located on the Premises shall only be removed, altered, demolished, or otherwise disturbed by Tenant upon being explicitly authorized to do so in writing by the Landlord, during Lease Term. In connection with any such alterations or modifications of existing buildings and improvements within the Premises, and/or any such construction or installation of new buildings and other improvements within the Premises, and including all work performed during the Due Diligence Period. Prior to any proposed alteration of the Premises, the Tenant shall submit any and all construction and site development plans (inclusive of drainage) and dewatering plans for said alterations for review and approval from DERM, or successor agency (in addition to any applicable USEPA, FDEP, or USAF review requirements). Furthermore, the proposed use of on-site groundwater or surface water shall require prior DERM review and approval. The Tenant shall be responsible for ensuring all activities (including construction, development, remodeling, demolition, and related activities) conducted by the Tenant on the Premises are in accordance with any land use or administrative control restrictions on the Premises and that the Premises is maintained so that it remains protective of human health and the environment in accordance with applicable remedies implemented by the USAF under the CERCLA/Superfund process (collectively, "**Tenant's Work**"), Tenant covenants and agrees as follows:

(a) Legal Compliance. Any such Tenant's Work shall be performed by or for Tenant in a professional, diligent and good and workmanlike manner, in substantial compliance with all applicable laws, codes, ordinances, regulations and other legal requirements (including, without limitation, building codes and environmental laws).

(b) Tenant's Cost; No Liens; Bond. All labor shall be performed and materials furnished for Tenant's Work at Tenant's cost, expense and risk. Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord in the Premises for any claim for labor or for material or for any other charge or expense incurred in connection with the performance of Tenant's Work, nor to render Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. Pursuant to Florida Statutes, Section 713.10, it is the intent of the parties that Landlord's interest in the Premises shall not be subject to any liens filed because of Tenant's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises. Tenant shall not be considered the agent of Landlord in the construction, erection or operation of any such buildings or improvements. If any liens or claims for labor or materials supplied or claimed to have been supplied to the Premises for or on behalf of Tenant are filed, Tenant shall diligently pursue the release or discharge thereof within thirty (30) days after Tenant receives notification of the lien filing, by paying same or by posting a bond to secure payment thereof. Landlord and Tenant agree to reasonably cooperate with each other upon request by either one to execute a memorandum to be recorded in the public records in accordance with the terms and provisions of this Section 5.3(b) and Florida Statutes, Section 713.10. In addition to the foregoing, prior to the purchase of any materials and/or supplies and/or the commencement of construction upon the Premises, Tenant shall, in accordance with Section 255.05, Florida Statutes, also provide, or if approved by the Landlord, obtain from its general contractor, for the benefit of both Landlord and Tenant, a payment and performance bond, in an amount equal to the total cost of construction, issued by a financially capable surety authorized to do business in the State of Florida, securing the general contractor's performance and completion of such building construction and the payment of any and all materials and supplies. Each payment and performance bond shall be in compliance with all applicable laws, and in compliance with the requirements of Section 255.05, and shall name Miami-Dade County and the Tenant as joint obligees.

(c) Indemnity. To the extent allowable by law, Tenant shall indemnify, defend and save harmless Landlord from all actual damages arising out of the performance of Tenant's Work as well as for all damages arising out of actions performed during the Due Diligence Period, unless solely due to the negligent or wrongful acts of Landlord, its agents, employees or contractors. This provision survives the expiration or termination of this Lease and does not merge with the deed in the event of an exercise of Tenant's Option to Purchase.

(d) Utility Connections. Tenant shall make, at its sole cost and expense, and in its name, all necessary connections to utility lines required in connection with the performance of Tenant's Work. Tenant further agrees to timely pay all utility connection charges, tap fees and other such similar charges that may be assessed as a result thereof. Tenant acknowledges that all buildings constructed shall be connected to sewer lines and that septic tanks are not a permitted use on the Premises.

(e) Ownership of Improvements. During the Lease Term, title to all buildings, structures and other improvements constructed, installed, altered or modified by Tenant shall belong solely to Tenant, for all purposes.

(f) Platting of Premises. During the Lease Term, should it be determined that the Premises needs to be platted, or re-platted, in order for the Tenant to perform any or all of the Tenant's Work, and/or for any other reason whatsoever, the Tenant shall be solely responsible for any and all cost and expense associated with such platting or re-platting of the Premises and/or the area(s) adjacent to and/or surrounding the Premises.

(g) Introduction of Waste or Hazardous Materials. Tenant agrees that in its use of the Premises it shall comply with any and all applicable laws regarding waste and hazardous materials. Tenant shall not cause, or allow on or upon the Premises, or as may affect the Premises, any act which may result in the discharge of any waste, or otherwise damage or cause the depreciation in value to the Premises, or any part thereof due to the release of any waste on or about the Premises, 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: further, the Tenant shall not permit or suffer to be thrown, run, drained, allowed to seep, or otherwise discharged on or upon the Premises any hazardous materials or otherwise damage or cause the depreciation in value to the Premises, or any part thereof due to the release of any hazardous material. 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 in violation of applicable laws. The term hazardous materials shall mean any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any legal requirements relating to the protection of human health and the environment or exposure to hazardous substances or hazardous materials, including with limitation, Chapter 24 Miami-Dade County Code, the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder hereinafter in effect, or as may be amended from time to time.

(h) During the Term, should any waste and/or hazardous material be released, exposed or otherwise discharged on or about the Premises in violation of applicable laws, it shall be the Tenant's sole responsibility at its cost to remediate said discharge on or about the Premises. Tenant waives and releases any and all claims against Landlord regarding or relating to environmental liability on the Premises. This Section (h) survives the termination or expiration of this Lease and does not merge with the deed in the event that Tenant exercises its Option to Purchase.

4.4 **Thoroughfares Access**. Landlord and Tenant acknowledge and agree that for security and development purposes, certain existing thoroughfares, namely those within the borders of and/or otherwise bisecting the Premises, may be closed, or removed by Tenant provided however that such closure or removal shall not isolate or landlock any other property or utility owned by the Landlord or any other person or entity. The Parties acknowledge that St. Lo Boulevard, Rabaul Road and Flight Line Road are roads that are not included with the Premises, and are not subject to closure. This provision survives the expiration or termination of this Lease and does not merge with the deed in the event that Tenant exercises its Option to Purchase.

ARTICLE 5 – MAINTENANCE; UTILITIES; TAXES; INSURANCE

5.1 **Maintenance During Lease Term**. From and after the Lease Date, and thereafter for the balance of the Lease Term, Tenant shall, at its own cost and expense, make all repairs and replacements and perform all maintenance work necessary or appropriate to keep the Premises in good order, condition and repair. However, notwithstanding the foregoing, the Tenant shall not be responsible for maintaining the existing fuel storage tanks which are located near the corner of (south of) Bougainville Boulevard and Flight Line Road (such fuel storage tanks shall be maintained by the Landlord). Should, at any time, the Landlord elect to abandon such fuel storage tanks, then the Tenant shall be solely responsible for maintaining such fuel storage tanks. Then, at such time, the Tenant shall conduct all maintenance and repair on any and all storage tanks on the Premises. Further, at any and all times during the Lease Term, and/or during any renewal of this Lease, the Landlord, at its sole cost and expense, shall have the right to remove or otherwise relocate the fuel storage tanks away from the Premises.

5.2 **Utilities**. Prior to the Lease Date, Landlord shall be responsible for paying for all utilities used or consumed within the Premises. From and after the Lease Date, and thereafter for the balance of the Lease Term, Tenant shall place any and all utilities in its name and shall pay for all utilities used or consumed within the Premises, including, but not limited to, all charges for gas, electricity, water, storm water, garbage and trash collection, and sewers. Tenant shall make all such payments directly to the utility providers, prior to delinquency.

5.3 **Taxes**. As Landlord is an entity that is not subject to ad valorem tax, no known real estate taxes or assessments are presently being levied, assessed or imposed against the Premises. As Tenant is also an entity that is not subject to tax, it is not anticipated that any real estate taxes or assessments will be levied, assessed or imposed against the Premises after Tenant takes over possession and control of the Premises (from and after the Lease Date), to include Payment in Lieu of Taxes. Accordingly, neither party is responsible for the payment of any real estate taxes or assessments under this Lease. However, if for any reason whatsoever, any taxes and/or other impositions are imposed on the Premises and/or upon any personal property located on the Premises, it is, and shall be, the Tenant's sole and exclusive responsibility to pay such taxes and/or other impositions.

5.4 **Insurance**. Landlord and Tenants are both self-insurance governmental entities. No proof of insurance or minimum coverages shall be required.

5.5 **Indemnity.** To the extent allowable by law, from and after the Lease Date, Tenant shall indemnify and defend Landlord and save it harmless from and against any and all suits, actions, damages, claims, judgments, costs, liabilities and expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and court costs (all of the foregoing, other than the excluded items, being collectively referred to as "**Damages**"), which are suffered or incurred by Landlord in connection with loss of life, bodily or personal injury or property damage arising from, or out of, any occurrence in, upon, at or from the Premises, or the construction on or occupancy or use by Tenant of the Premises. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, or solely against the Landlord, the Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees pertaining to such litigation. This provision survives the expiration or termination of this Lease and does not merge with the deed in the event that Tenant exercises its Option to Purchase.

ARTICLE 6 – REPRESENTATIONS AND WARRANTIES

6.1 **Landlord's Representations and Warranties.**

(i) Landlord represents that the parties signing this Lease on behalf of Landlord have the authority to bind Landlord as to the obligations herein and to enter into this transaction.

(ii) Landlord does not warrant the title or represent any state of facts concerning the title to the Demised Premises.

6.2 **Tenant's Representations and Warranties.** Tenant represents and warrants to Landlord that:

(i) Tenant has all necessary power and capacity to enter into this Lease with Landlord and to perform its obligations under this Lease. Tenant is duly organized, validly existing and has all necessary power and authority under its organizational documents (as amended to the date hereof) and the laws of the State of Florida to enter into this Lease and to perform its obligations under this Lease.

(ii) The execution and delivery by Tenant of this Lease, and the performance by Tenant of all of its obligations under this Lease, do not and will not (A) result in a breach or violation of or default under Tenant's organizational documents or any agreement, commitment, order, law, statute, regulation, judgment or decree to which Tenant is bound, or (B) require Tenant or Landlord to obtain any consent, approval and/or permit from any person, entity or other governmental authority, or to comply with or perform any special requirements, procedures, approvals, or actions.

(iii) This Lease is binding upon, and enforceable against, Tenant in accordance with its terms.

Each such warranty and representation set forth above shall be true as of the Effective Date and as of the Lease Date.

ARTICLE 7 – ADDITIONAL COVENANTS

7.1 **Quiet Enjoyment.** Landlord covenants that Tenant, as long as it pays the rents and performs the covenants herein contained on its part to be paid and performed, may quietly and peaceably occupy and enjoy the Premises during the Lease Term, subject only to the provisions of this Lease, and applicable governmental laws, rules and regulations. Except as otherwise provided above, Landlord agrees to warrant and forever defend Tenant's right to such occupancy, use and enjoyment, and if and when conveyed, the title to the Premises, against the claims of any and all persons whomsoever. Landlord and Tenant have agreed that the Landlord may enter upon the Premises for the utilization, repair, maintenance and removal of any and all of the fuel storage tanks existing thereon, at any time, during the Lease Term of this Lease.

ARTICLE 8 – CASUALTY; EMINENT DOMAIN

8.1 **Prior to Effective Date**. Prior to the Effective Date, all risk of loss to the Premises shall remain with Landlord. Accordingly, if, between the Lease Date and the Effective Date, any building or other improvements upon the Premises are damaged by fire or any other casualty (each, a "**Casualty**"), or if all or any portion of the Premises shall be condemned or taken by the power of eminent domain or conveyance in lieu thereof (each, a "**Taking**"), then the Landlord shall promptly notify Tenant of the same, and Tenant shall have the right, at its sole option, to either terminate this Lease, or proceed with the transaction contemplated hereunder.

8.2 **Lease Term - Casualty**. Beginning on the Effective Date, and throughout the Lease Term, all risk of loss to the Premises shall shift to and remain with Tenant. Accordingly:

(a) Restoration. If buildings or other improvements existing, erected or improved by the Tenant are damaged by Casualty during the Lease Term, then Tenant shall be responsible for repairing or restoring the damaged buildings and improvements to substantially the same condition as existed immediately prior to such Casualty, with such alterations or modifications or to such other condition as is permitted under Sections 4.3 and/or 5 above. Rent shall not abate during the period of alteration, repair and/or restoration.

(b) Termination. If any building or other improvements upon the Premises are totally destroyed by any Casualty, or if they are partially damaged to the extent of twenty-five (25%) percent or more of the then full replacement value thereof, then, in either case, Tenant shall have the right, at its sole option, to terminate this Lease (instead of restoring the damaged or destroyed building or improvements) by sending notice to that effect to Landlord within ninety (90) days after such Casualty. In that case, this Lease shall terminate on the date specified in Tenant's termination notice; and on or before the termination date, Tenant shall (i) assign and/or pay over to Landlord all insurance proceeds payable as a result of the Casualty, and in addition to such insurance proceeds, if any, as were specifically allocated to such building(s) and improvements and/or Tenant's fixtures and/or personal property the Tenant shall pay to the Landlord the total cost, as determined by the Landlord, to remove from the Premises any and all debris, rubble, waste, refuse and brash, and (ii) pay to Landlord the amount of any deductible or self-insured retention associated with such insurance policy.

8.3 **Lease Term – Taking**.

(a) Substantial Taking. If the whole of the Premises shall be subject to a Taking, as defined below, during the Lease Term, then this Lease shall automatically terminate as of the date that possession is taken. If any part of the building upon the Premises shall be subject to a Taking, or if the Taking affects so much of the Premises that Tenant's use or occupancy of the balance of the Premises is materially adversely affected, then Tenant shall have the right, at its sole option, to terminate this Lease by sending notice to that effect to Landlord within ninety (90) days after such Taking. In that case, this Lease shall terminate on the date specified in Tenant's termination notice. In the event of a Taking which results in the termination of this Lease, then all damages awarded as a result of such Taking shall be equitably allocated between Landlord and Tenant. Landlord and Tenant shall cooperate in any condemnation, eminent domain, or similar proceeding in order to maximize the total award receivable as a result thereof. Nothing contained herein shall be construed so as to limit or restrict either party from making its own separate claims for condemnation awards or proceeds as a result of any such Taking. Any termination of this Lease pursuant to this agree shall not affect the rights of Landlord and Tenant to any such awards. A **Taking** is the action of a government or governmental authority pursuant to condemnation, eminent domain, or similar proceeding.

(b) Other Taking. In the event of a partial Taking which does not result in the termination of this Lease, Tenant shall be responsible for repairing or restoring any buildings and/or improvements (less the portion lost in the Taking, if any) impact by such Taking to substantially the same condition as existed immediately prior to such Taking, with such alterations or modifications or to such other condition as is permitted under Section 5 above, and this Lease shall continue in full force and effect. Rent shall not abate or be reduced as a result of such Taking. Nothing contained herein shall be construed so as to limit or restrict either party from making its own separate claims for condemnation awards or proceeds as a result of any such partial Taking.

ARTICLE 9 – ASSIGNMENT AND SUBLETTING

9.1 **Permitted Assignment**. Tenant may without the prior consent of Landlord or any other restriction or limitation, assign this Lease specifically to the Florida Army National Guard, or to the United States Department of Defense ("**Permitted Transferees**").

9.2 **Other Assignment**. Tenant shall not assign this Lease to any party other than a Permitted Transferee without obtaining Landlord's prior written consent, in the sole and absolute discretion of the Miami-Dade County Board of County Commissioners.

9.3 **Subletting**. Tenant may not sublet any part of the Premises without the prior written consent of the Landlord. In the event of any such subletting, Tenant shall not be released of its liabilities and obligations under this Lease.

ARTICLE 10 – END OF LEASE TERM

10.1 **Surrender of Premises**. Upon the expiration or sooner termination of this Lease, Tenant shall remove from the Premises all trade fixtures, personal property and other removable items installed by Tenant, and surrender the Premises to Lessor in reasonable order and condition, ordinary wear and tear, effects of time and destruction by Casualty which Tenant is not obligated to repair or replace hereunder, and modifications, alterations and additions allowed by this Lease excepted.

10.2 **Holdover**. Tenant shall not have the right to remain in possession of the Premises after the expiration or sooner termination of the Lease, without having first received Landlord's written consent. If Tenant remains in possession of the Premises after the expiration date or termination date without Landlord's written consent, Tenant shall be deemed to be a tenant at sufferance on the same terms as were applicable in the month preceding the expiration or termination date.

ARTICLE 11 – DEFAULT AND REMEDIES

11.1 **Tenant's Default**. Tenant shall be in default under this Lease if: (i) Tenant fails to pay any Rent when due under this Lease, which failure is not remedied within ten (10) days after Tenant receives written notice thereof from Landlord; or (ii) Tenant fails to keep and perform any other covenant, condition or agreement herein provided on Tenant's part to be performed, which failure is not remedied within thirty (30) days after Tenant receives written notice thereof from Landlord; provided, however, that if such failure cannot reasonably be cured within such thirty (30) day period, then Tenant shall be in default only if Tenant does not commence remedying the failure within such thirty (30) day period, and then diligently pursue such remedy to completion.

11.2 **Landlord's Remedies**. Upon any default by Tenant hereunder which is not remedied after notice and within the applicable cure period, Landlord may exercise any right or remedy that Landlord may have elsewhere under this Lease and/or at law or in equity, including, without limitation, the right to (i) cure such default for the account of Tenant, and recover all reasonable costs and expenses incurred by Landlord in connection therewith; (ii) seek injunctive relief or specific performance against Tenant, or (iii) terminate this Lease. Notwithstanding the foregoing, Landlord may not:

(a) "Accelerate" Rent allocable to any period from and after the date of Tenant's default hereunder;

(b) Following Landlord's recovery of possession of the Premises as a result of a default by Tenant hereunder (whether this Lease is terminated or not), collect Rent and/or damages from Tenant which exceeds, in the aggregate, the Purchase Price (as defined in Section 15.1 below);

(c) Dispossess Tenant of the Premises pursuant to any "lock out" or other non-judicial remedy, Landlord hereby waiving its right to forcibly dispossess Tenant from the Premises, whether peaceably or otherwise, without judicial process.

11.3 **Landlord's Default; Tenant's Remedies**. Landlord shall be in default under this Lease if Landlord fails to keep and perform any covenant, condition or agreement herein provided on Landlord's part to be performed, which failure is not remedied within thirty (30) days after Landlord receives written notice thereof from Tenant; provided, however, that if such failure cannot reasonably be cured within such thirty (30) day period, then Landlord shall be in default only if Landlord does not commence remedying the failure within such thirty (30) day period, and then diligently pursue such remedy to completion.

11.4 **Tenant's Remedies**. Upon any default by Landlord hereunder which is not remedied after notice and within the applicable cure period, Tenant may exercise any right or remedy that Tenant may have elsewhere under this Lease and/or at law or in equity, including, without limitation, the right to (i) cure such default for the account of Landlord, and recover all reasonable costs and expenses incurred by Tenant in connection therewith (and/or offset the amounts thereof from Rent); (ii) seek injunctive relief or specific performance against Landlord, or (iii) terminate the Lease. Notwithstanding the foregoing, Tenant may not collect from Landlord any indirect, consequential or punitive damages (including, without limitation, any claims for lost profits and/or lost business opportunity).

11.5 **Waiver**. No waiver by Landlord or Tenant of any default or breach of any covenant, condition, or stipulation herein contained shall be valid unless in writing; and no such waiver shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

ARTICLE 12 – PURCHASE RIGHTS

12.1 **Option to Purchase**. Provided that Tenant has fulfilled all of its obligations under this Lease, and is not in breach or default of any obligation to the Landlord which has not been cured, and provided that the Premises is not under the formal or informal threat of eminent domain, the Landlord hereby grants to Tenant an option to purchase the Premises or any parcel delineated as A, B, C, D or E, as described and illustrated in Exhibit A ("**Purchase Option**") at a purchase price equal to: (a) One ($1.00) Dollar, or (b) if the Purchase Option is exercised prior to the expiration of the Lease Term, then an amount equal to the difference between the amount of Three Hundred Ninety Thousand ($390,000.00) Dollars and the amount of Rent that has been paid up to the Closing Date (the "**Purchase Price**"). The Tenant shall exercise such Purchase Option by sending written notice to that effect to Landlord (The date on which Tenant exercises the Purchase Option is referred to as the "**Exercise Date**."). If Tenant exercises the Purchase Option, then Landlord shall sell the Premises to Tenant, and Tenant shall purchase the Premises from Landlord, upon the following terms and provisions:

(a) Closing. The closing of the sale and purchase of the Premises from Landlord to Tenant shall be completed on a date selected by Landlord and Tenant, no sooner than sixty (60) days and no later than one hundred eighty (180) days from the Exercise Date (the "**Closing Date**"), subject to additional extensions mutually agreed to by Landlord and Tenant. On the Closing Date, Landlord shall convey title to the Premises to Tenant, by County Deed, in generally the form attached hereto as Exhibit "B" without warranties or representations. Tenant shall pay the Purchase Price to Landlord by wire transfer of immediately available funds to an account designated in writing by Landlord.

(b) Closing Preliminaries. If Tenant exercises the Purchase Option, then between the Exercise Date and the Closing Date, the Tenant, at the Tenant's sole cost and expense, with the administrative ministerial assistance of the Landlord, shall work to obtain any lot division, plat, or re-platting of the Premises, including any parcel splits necessary or desirable, in order to separate the Premises from any remaining parcel and/or property owned by the Landlord, and facilitate Landlord's conveyance of the Premises, or any parcel, to Tenant. Any survey(s) of the Premises and/or any other parcel and/or property that is required for the lot division, platting or re-platting process shall be obtained by Tenant, at the Tenant's sole cost and expense, irrespective of the cost and associated work to accomplish such task, and the lot division or plat shall be certified to both Landlord and Tenant.

(c) Closing Costs. Any and all transfer taxes, documentary stamps, closing costs, and other such governmental charges that are assessed or imposed in connection with the conveyance of the Premises shall be paid by Tenant. The reasonable costs of obtaining the survey referenced in above shall be borne solely by the Tenant. Tenant shall be responsible for paying all costs and expenses associated with any title insurance that Tenant desires to obtain, as well as the costs for recording the County Deed.

(d) No Waiver or Merger. Any provisions set forth in this Lease which expressly survive the termination or expiration of this Lease shall remain enforceable and in full force and effect, notwithstanding the purchase of all or part of the property by the Tenant. Such provisions shall not merge, and the Landlord shall not be deemed to have waived its right to enforce same.

12.2 **Additional Consideration**.

(a) Application; Calculation. If Tenant exercises its Purchase Option such that the Closing Date occurs within the first (1st) five (5) years of the Lease Term, then as additional consideration for the purchase of the Premises, Tenant shall also pay to Landlord an amount (the "Additional Consideration") equal to the sum of all Rent that would have become due and payable under this Lease between the Closing Date and the expiration of the first (1st) five (5) years of the Lease Term.

(b) Payment of Additional Consideration. Tenant shall pay to the Landlord the Additional Consideration as a lump sum payment on the Closing Date.

ARTICLE 13 - MISCELLANEOUS

13.1 **Notices.** All notices, requests, demands or other communications required or permitted under this Lease shall be in writing and delivered: (i) by certified or registered mail, return receipt requested, postage prepaid; (ii) by a recognized overnight courier service (such as Fed Ex); or (iii) by electronic mail (email) transmission made during normal business hours (however, delivery of such email notice shall only be determined when the recipient acknowledges receipt of such email message), addressed as follows:

If to Tenant:

The State Quartermaster
The Department of Military Affairs.
P.O. Box 1008
St Augustine, FL 32084
Attention: State Quarter Master

If to Landlord: Miami-Dade County
Internal Services Department
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

With a copy to: County Attorney's Office
Miami-Dade County
111 N.W. First Street, 28th Floor
Miami, Florida 33128
Attention: County Attorney

All notices given in accordance with the terms hereof shall be deemed received on the next business day if sent by overnight courier for next business day delivery, on the same day if sent by email before 5:00 pm and the recipient acknowledges the receipt of such email message, on the third (3rd) business day following deposit with the United States Post Office, as a registered or certified letter with postage prepaid, or when delivered personally or otherwise received. Either party hereto may change the address or add additional addressees for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 13.1.

13.2 **Entire Agreement.** This Lease and the exhibits attached set forth the entire agreement between the parties with respect to the subject matter hereof. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party against which enforcement is sought. The captions, numbers and any index appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

13.3 **No Recording.** Neither this Lease nor any evidence thereof shall be recorded, except for in the office of the Clerk of the Board, of Miami-Dade County. However, at the request of either party, Landlord and Tenant shall each promptly execute a Memorandum of Lease in form and substance reasonably satisfactory to both parties, which shall make reference to the terms hereof. Tenant shall bear the expense of any and all taxes, fees, charges and other costs associated with the recordation of any such Memorandum of Lease.

13.4 **Brokers.** Each party hereby represents to the other party that it has not dealt with any broker in the negotiation of this Lease. Each party agrees to indemnify and hold harmless the other party from and against any other commissions or finder's fees due by virtue of the negotiation, execution and performance of this Lease, the obligation or asserted claim for which arises from actions taken or claimed to be taken by the indemnifying party.

13.5 **Attorneys' Fees.** In the event of any action or proceeding brought for the enforcement or interpretation of this Lease, or the exercise of any rights of Landlord or Tenant hereunder, each party shall be responsible for their own attorneys' fees court costs, expert witnesses fees and any other costs and expenses, both at trial and on appeal.

13.6 **Governing Law**. This Lease is governed by, and must be interpreted under, the laws of the State of Florida and venue shall be in Miami-Dade County.

13.7 **Business Days**. In the event any period of time provided for in this Lease ends on a day other than a business day on which banks are generally open for a full day for business, such ending date shall automatically be extended to the next business day.

13.8 **Radon Gas**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a structure in sufficient quantities may present health risks to persons who are exposed to it. Levels of radon that exceed federal and state guidelines have been found in buildings in the State of Florida. Additional information regarding radon and radon testing may be obtainable from the county public health unit.

13.9 **Successors**. All covenants, conditions, agreements and undertakings contained in this Lease shall extend and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

13.10 **Pronouns**. All terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Lease or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the required number and gender.

13.11 **Rules of Construction**. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease as both parties have equally participated in the drafting.

ARTICLE 14 -INSPECTOR GENERAL REVIEWS

14.1 **Independent Private Sector Inspector General Reviews:**
Pursuant to Miami-Dade County Administrative Order 3-20, the Landlord has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Landlord deems it appropriate to do so. Upon written notice from the Landlord, the Tenant shall make available to the IPSIG retained by the Landlord, all requested records and documentation pertaining to this Lease for inspection and reproduction. The Landlord shall be responsible for the payment of these IPSIG services. The terms of this provision apply to the Tenant, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Landlord to conduct an audit or investigate the operations, activities and performance of the Tenant in connection with this Lease. The terms of this Article shall not impose any liability on the Landlord by the Tenant or any third-party.

14.2 **Miami-Dade County Inspector General Review:** According to Section 2-1076 of the Code of Miami-Dade County, the Landlord has established the Office of the Inspector

General which may, on a random basis, perform audits on all of the Landlord's contracts, throughout the duration of said contracts.

The Inspector General shall have the power and authority to perform audits on all of the Landlord's contracts including, but not limited to, this Lease. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed Miami-Dade County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to this Lease. The Inspector General shall have the power 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 the Tenant, its officers, agents and employees, lobbyists, the Landlord's staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Tenant from the Inspector General or IPSIG retained by the Inspector General, the Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and 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.

ARTICLE 15- FLORIDA PUBLIC RECORDS ACT

15.1 As it relates to this Lease, the Tenant and any of its subsidiaries, pursuant to Section 119.0701 of the Florida Statutes, shall:

a.) Keep and maintain public records that ordinarily and necessarily would be required by the Landlord in order to perform the service; and

b.) Upon request of from the Landlord's custodian of public records identified herein, provide the Landlord with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the Landlord would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law; and

c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease Term and following completion of the work under this Lease if the Tenant does not transfer the records to the Landlord; and

d.) Meet all requirements for retaining public records and transfer to the Landlord, at no cost to the Landlord, all public records created, received, maintained and/or directly related to the performance of this Lease that are in possession of the Tenant upon termination of this Lease. Upon termination of this Lease, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Landlord in a format that is compatible with the information technology systems of the Landlord.

15.2 For purposes of this article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Landlord.

15.3 In the event the Tenant does not comply with the public records disclosure requirements set forth in Section 119.0701, *Florida Statutes,* and this article, the Landlord shall avail itself of other remedies set forth in this Lease, if any. The Tenant's obligations under this article shall survive the termination of this Lease.

IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, PLEASE CONTACT THE LANDLORD'S CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County
Internal Services Department
111 N.W. First Street, 21st Floor
Miami, Florida 33128
Attention: Ms. Salomee Peters
Email: Salomee.peters@miamidade.gov

ARTICLE 16
LANDLORD'S RIGHTS AS SOVEREIGN

16.1 **Landlord's Rights as Sovereign**. Notwithstanding any provision of this Lease and the Landlord's status as a county government thereunder:

A. The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws (but not in regard to its status as Landlord and the performance of its contractual duties hereunder) and shall in no way be estopped from withholding or refusing to issue any approvals of applications and/or permits for building or zoning; from exercising its planning or regulatory duties and authority; and from requiring development under present or future laws and ordinances of whatever nature applicable to the design, construction and/or development of any building and/or improvements provided for in this Lease; and

B. The Landlord shall not by virtue of this Lease be obligated to grant the Tenant, any subtenant, mortgagee, and/or any other person or entity associated with the Tenant or otherwise involved, including, but not limited to, any person or entity involved in developing or otherwise improving the Premises, or any portion thereof, any approvals of applications for building, zoning, planning or development under present or future laws and/or ordinances of whatever nature applicable to the design, construction, and development of any building and other improvements for the Premises, as provided for in this Lease.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the dates set forth below, the latter of which dates being the Lease Date of this Lease (and being the date to be inserted in the Preamble to this Lease).

LANDLORD:

Miami-Dade County
a political subdivision of the State of Florida

Date: __________ By: ______________________________

Name: ______________________________
Its: ______________________________

TENANT:

AMORY BOARD OF THE STATE OF FLORIDA

Date: __________ By: ______________________________

Name: ______________________________
Its: ______________________________

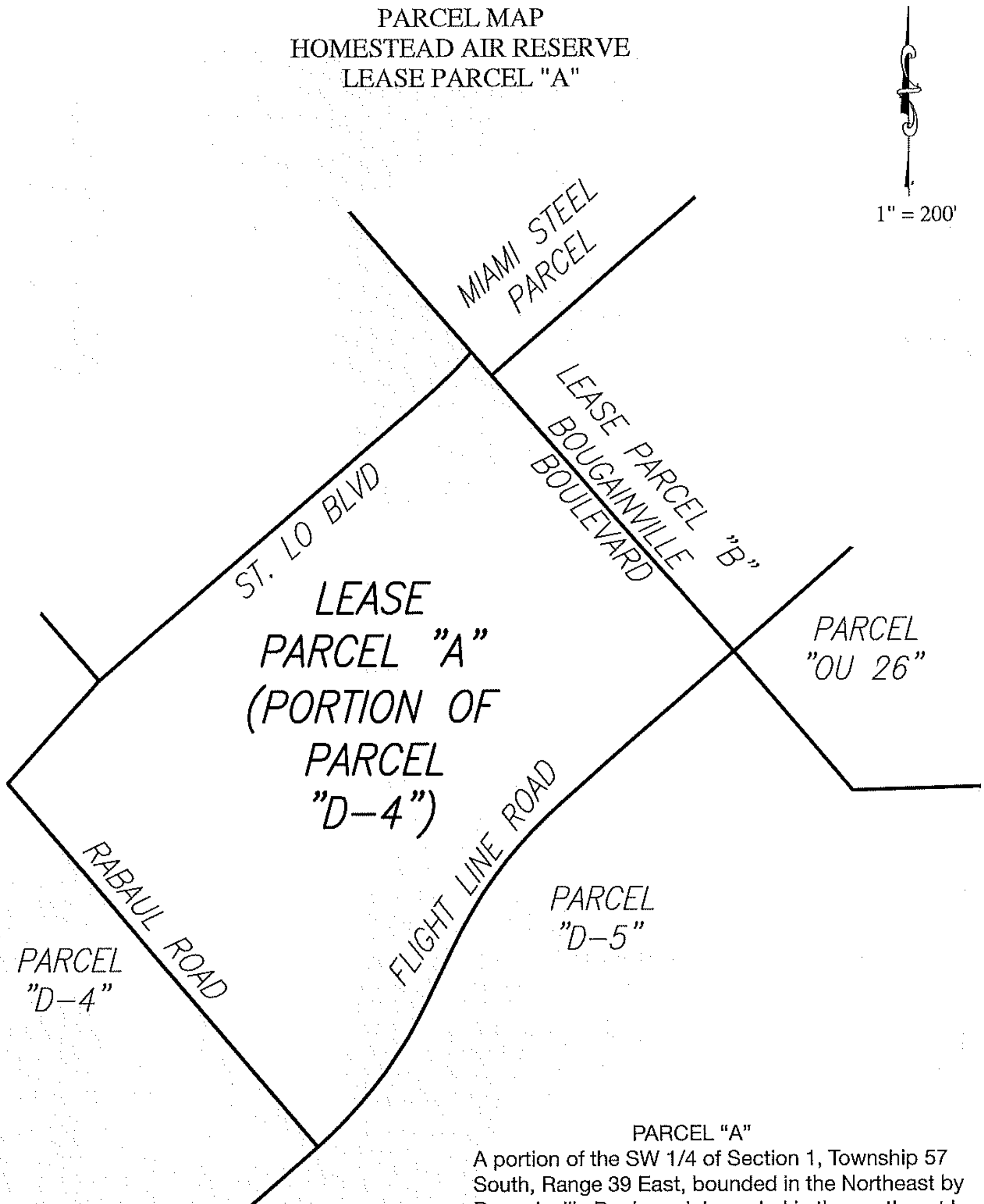
EXHIBIT A
MAP AND DESCRIPTION OF PREMISES

EXHIBIT "A"

PARCEL MAP

HOMESTEAD AIR RESERVE

LEASE PARCEL "A"



PARCEL "A"

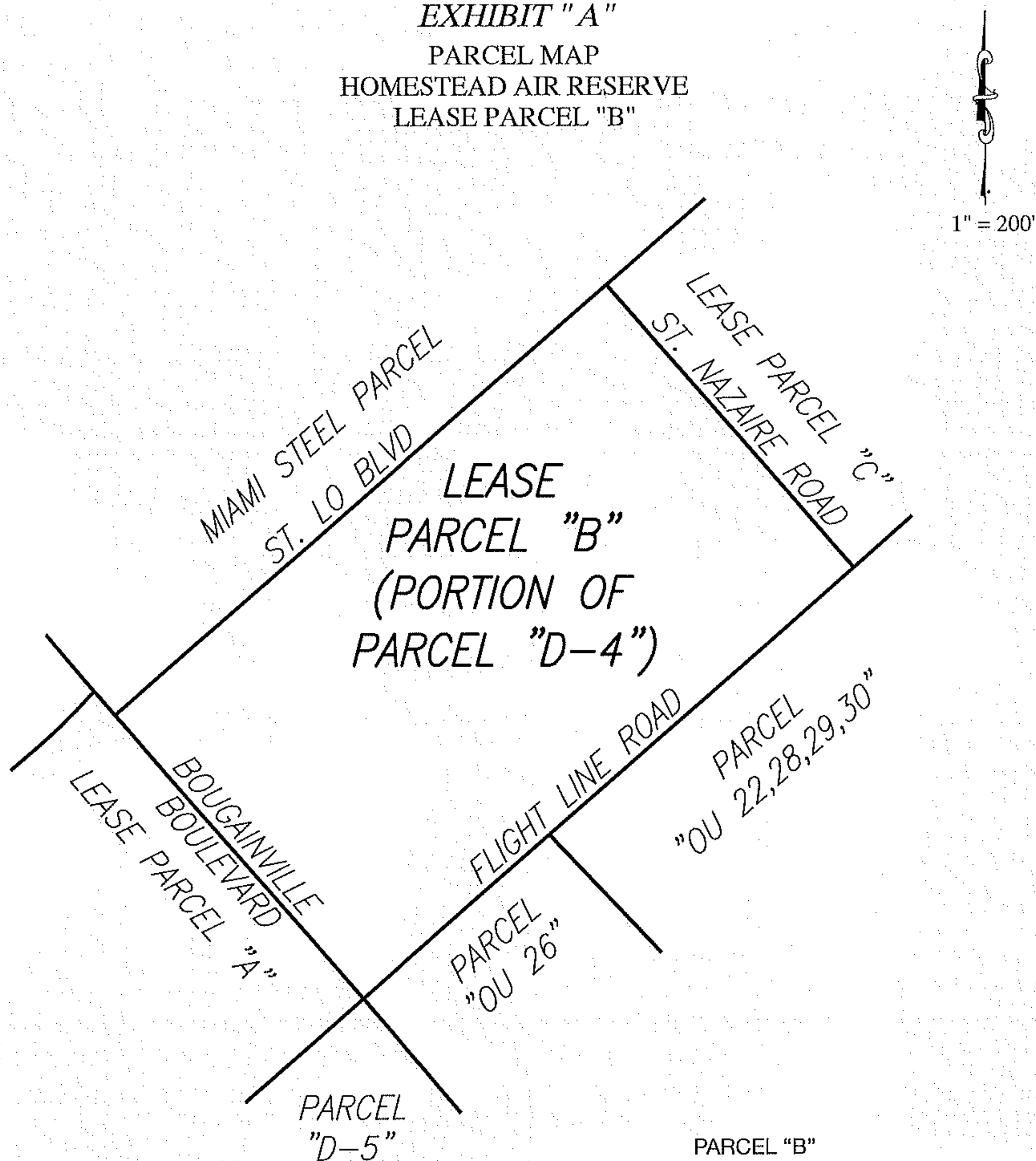
A portion of the SW 1/4 of Section 1, Township 57 South, Range 39 East, bounded in the Northeast by Bougainville Boulevard; bounded in the southeast by Flight Line Road; bounded in the southwest by Rabaul Road and bounded in the northwest by St. Lo Boulevard.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. Parcel is subject to dedications, limitations, restrictions, easements, and/or rights-of-way of record that may not be shown on this sketch.

EXHIBIT "A"

PARCEL MAP
HOMESTEAD AIR RESERVE
LEASE PARCEL "B"

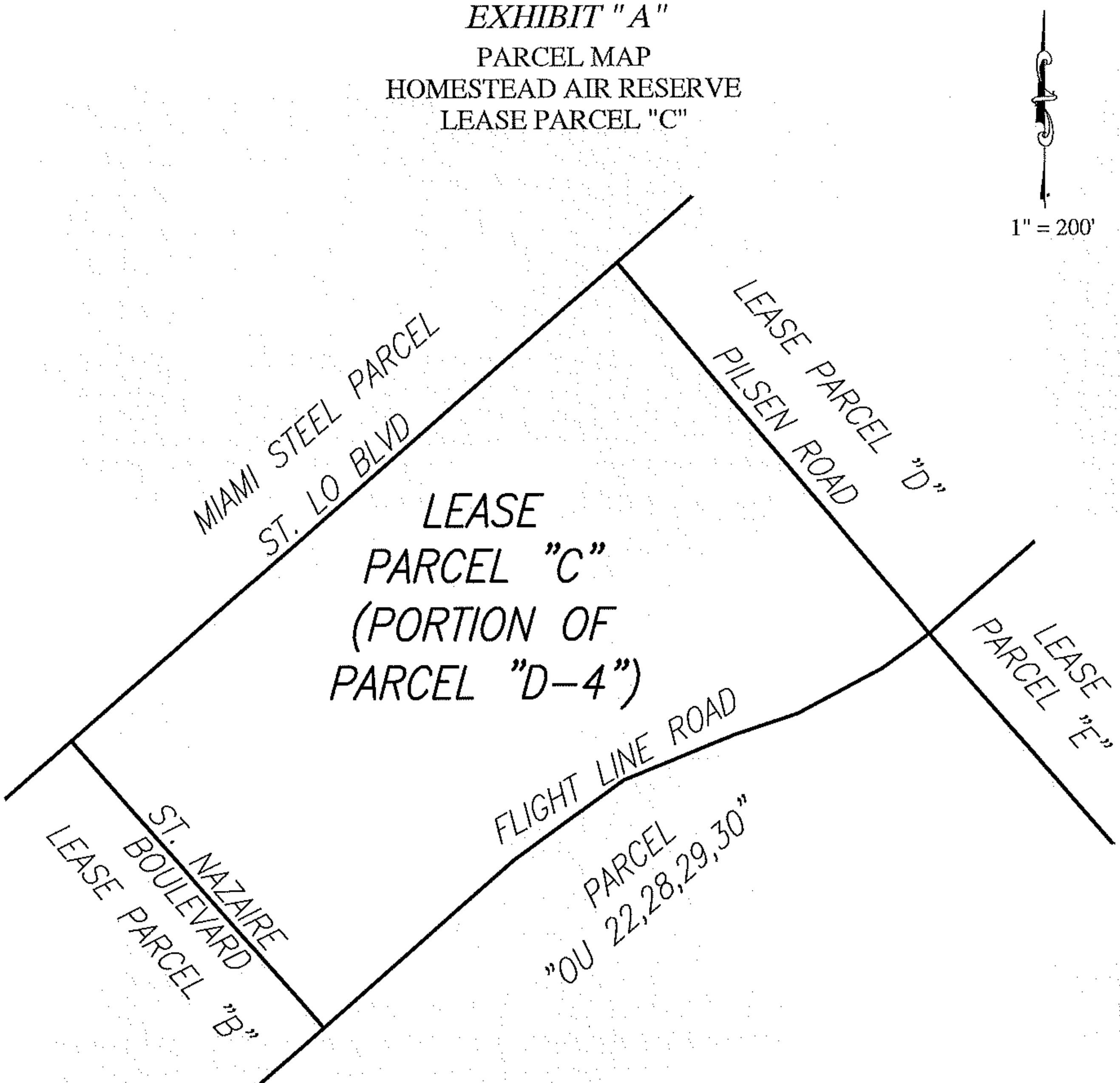


PARCEL "B"
A portion of the South 1/2 of Section 1, Township 57 South, Range 39 East, bounded in the Northeast by St. Nazareth Road; bounded in the southeast by Flight Line Road; bounded in the southwest by Bougainville Boulevard and bounded in the northwest by St. Lo Boulevard.

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. Parcel is subject to dedications, limitations, restrictions, easements, and/or rights-of-way of record that may not be shown on this sketch.

EXHIBIT "A"

PARCEL MAP
HOMESTEAD AIR RESERVE
LEASE PARCEL "C"

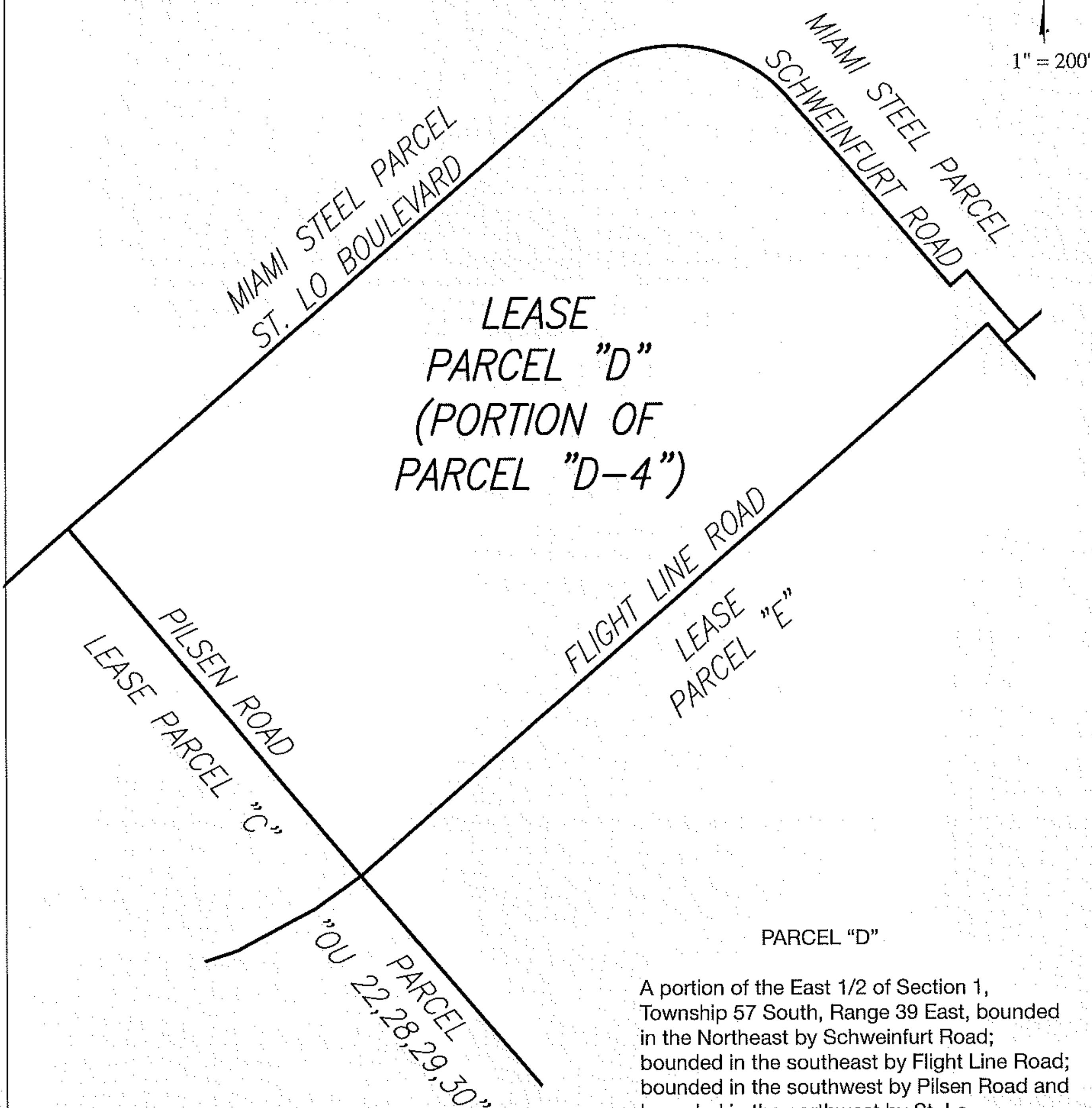


PARCEL "C"
A portion of the East 1/2 of Section 1, Township 57 South, Range 39 East, bounded in the Northeast by Pilsen Road; bounded in the southeast by Flight Line Road; bounded in the southwest by St. Nazire Boulevard and bounded in the northwest by St. Lo Boulevard.

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. Parcel is subject to dedications, limitations, restrictions, easements, and/or rights-of-way of record that may not be shown on this sketch.

EXHIBIT "A"

PARCEL MAP
HOMESTEAD AIR RESERVE
LEASE PARCEL "D"



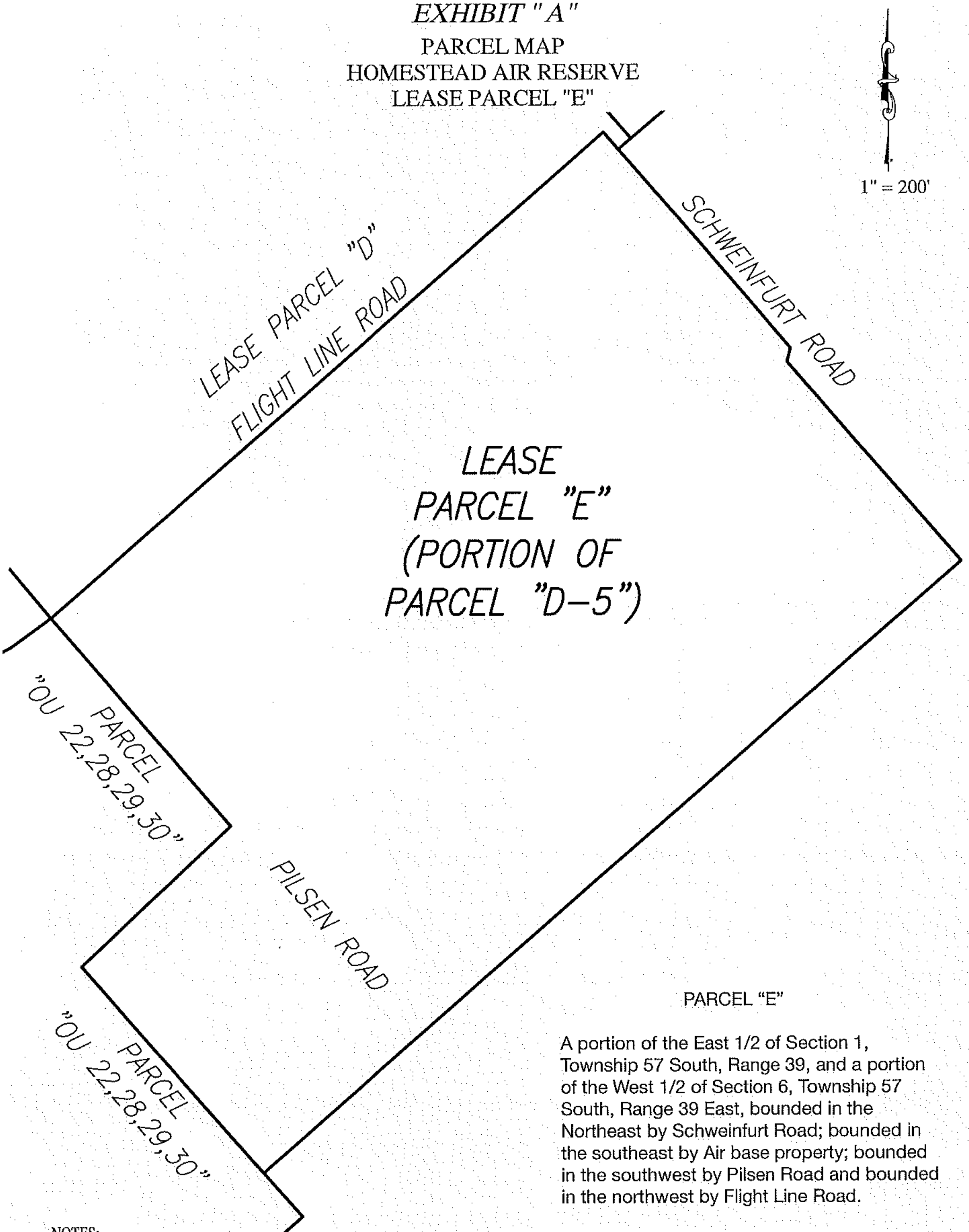
PARCEL "D"

A portion of the East 1/2 of Section 1, Township 57 South, Range 39 East, bounded in the Northeast by Schweinfurt Road; bounded in the southeast by Flight Line Road; bounded in the southwest by Pilsen Road and bounded in the northwest by St. Lo Boulevard.

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. Parcel is subject to dedications, limitations, restrictions, easements, and/or rights-of-way of record that may not be shown on this sketch.

EXHIBIT "A"

PARCEL MAP
HOMESTEAD AIR RESERVE
LEASE PARCEL "E"



PARCEL "E"

A portion of the East 1/2 of Section 1, Township 57 South, Range 39, and a portion of the West 1/2 of Section 6, Township 57 South, Range 39 East, bounded in the Northeast by Schweinfurt Road; bounded in the southeast by Air base property; bounded in the southwest by Pilsen Road and bounded in the northwest by Flight Line Road.

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. Parcel is subject to dedications, limitations, restrictions, easements, and/or rights-of-way of record that may not be shown on this sketch.

EXHIBIT B
COUNTY DEED

EXHIBIT B

Instrument prepared by:

Debra Herman
Assistant County Attorney
111 N.W. 1 Street, Suite 2810
Miami, Florida 33128-1907

Folio No:

COUNTY DEED

THIS COUNTY DEED, made this ____day of _______________, 20___, by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the "County"), whose address is Stephen P. Clark Center, 111 N.W. 1 Street, Suite 2460, Miami, Florida 33128, and **THE ARMORY BOARD OF THE STATE OF FLORIDA,** a legislatively created state board, duly organized under Florida Statutes, Section 250.40 ("Grantee"), whose address is 82 Marine Street, St. Augustine, Florida 32084, its successors and assigns:

***WITNESSETH*:**

That the County, for and in consideration of One ($1.00) Dollar, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, and other good and valuable consideration, has granted, bargained, and sold to the Grantee, its successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (the "Property"):

INSERT LEGAL

subject to the following restrictions and requirements:

1. The Property shall be used for the public purposes set forth in Section 250.40, Florida Statutes which shall include the use of the Property for the Florida Army National Guard or other military purposes, which may include, but are not limited to, the construction of a communications and logistics readiness center, an aviation readiness center, and an engineering and administration building, and other matters of training, operations, and national security.
2. This conveyance is subject to those exceptions in the Indenture for the Property from the United States of America to Miami-Dade County, dated August 12, 2004, and recorded in the Official Records of Miami-Dade County on March 3, 2005 at OR book 23134, pages 396-417 and 434-452, and the Economic Development Conveyance Agreement, between the United States of America and Miami-Dade County, approved by the County, by Resolution 909-04, on July 13, 2004 ("Federal Restrictions").
3. This grant includes all rights to minerals, including but not limited to gas, oil, water, top soil, muck, peat and common clay contained in the Property, belonging to the County.
4. Grantee accepts this conveyance conditioned upon a waiver of its right to recover from the County any damages or costs that the Grantee could

potentially assert against the County concerning or in any way connected with the environmental condition of the Property.

5. The County specifically reserves unto itself the right to enter onto the Property, for a seven (7) year period after the date of this deed, on any day and at any time, to access and otherwise utilize the fuel storage tanks located on the Property (located in between St Lo Boulevard and Flight Line Road, near Bougainville Boulevard), and for the same seven (7) year period after the date of this deed, the County shall be permitted to remove or otherwise relocate the fuel storage tanks away from the Property, without any payment or compensation to the Grantee.
6. The County also reserves unto itself the right to have the Property, or any portions thereof, revert back to the County in the event the Grantee receives the appropriations (funding) necessary to develop the Property, or any portion thereof, and fails to develop the Property, or the relevant portion, within a five (5) year period thereafter. Specifically, the Grantee hereby acknowledges and states that it has an affirmative obligation to apply for and pursue appropriations (funding) for the planned development of the Property, to notify the County, within ninety (90) calendar days, of the receipt of any appropriations (funding) associated with the planned development of the Property, and thereafter develop the Property, consistent with this deed, within a five (5) year period from the receipt of such appropriations. The planned development shall include military facilities, which may include, but is not limited to, the construction of a communications and logistics readiness center, an aviation readiness center, and an engineering and administration building. Should the County elect to exercise its right to have the Property revert back to the ownership of the County, it shall request, in writing, that the Grantee file a deed that conveys the Property, or the appropriate portion thereof, back to the County. In the event that the Grantee fails to file such deed, such failure by the Grantee shall not prevent the County from having a clear fee simple ownership interest in the Property, or the appropriate portion thereof.
7. Unless otherwise described herein, any and all of the deed restrictions shall run with the land and, with the exception of the Federal Restrictions, shall expire thirty years from the date of recordation, unless a notice under Florida Statutes, Sections 712.05 and 712.06 is timely filed and recorded by the County.

This grant conveys only the interest of the County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same, and is subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, contracts, and encumbrances, whether or not of record.

[SIGNATURE PAGE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the said the County has caused this deed to be executed in its name by its Board of County Commissioners, acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: ______________________________
Deputy Clerk

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

By:______________________________
Chairperson or Vice-Chairperson

Approved for legal sufficiency ____________
Assistant County Attorney

The foregoing was authorized by Resolution No. _________ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of ____________, 20____.

Agreed to and accepted by:______________________________

MEMORANDUM
(Revised)

TO:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	**DATE:**	September 1, 2021
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Agenda Item No. 14(A)(1)

Please note any items checked.

_______	**"3-Day Rule" for committees applicable if raised**
_______	**6 weeks required between first reading and public hearing**
_______	**4 weeks notification to municipal officials required prior to public hearing**
_______	**Decreases revenues or increases expenditures without balancing budget**
_______	**Budget required**
_______	**Statement of fiscal impact required**
_______	**Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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. 14(A)(1)
9-1-21

RESOLUTION NO. R-835-21

RESOLUTION APPROVING, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TERMS OF AND AUTHORIZING EXECUTION BY COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS LANDLORD, AND THE ARMORY BOARD OF THE STATE OF FLORIDA, AS TENANT, OF APPROXIMATELY 70 ACRES OF LAND, CONTAINING WAREHOUSES AND OTHER STRUCTURES, CONSISTING OF A PORTION OF FOLIO NUMBER 30-7901-000-0120 AND A PORTION OF 30-7901-000-0090, LOCATED NORTH OF AND ADJACENT TO THE HOMESTEAD AIR RESERVE BASE, IN UNINCORPORATED MIAMI-DADE COUNTY ("PROPERTY"), FOR A FIVE YEAR TERM AT A RENTAL RATE OF $78,000.00 PER YEAR, FOR THE PUBLIC PURPOSE OF NATIONAL SECURITY AND THE PROMOTION OF ECONOMIC DEVELOPMENT, AND INCLUDING THE GRANT OF AN OPTION TO PURCHASE SUCH PROPERTY AT THE NOMINAL VALUE OF $1.00; WAIVING RESOLUTION NO. R-1000-14 REQUIRING BOARD APPROVAL OF FUTURE CONVEYANCES IN LIGHT OF THE RESTRICTED USE OF THE PROPERTY FOR MILITARY PURPOSES; DECLARING SUCH PROPERTY SURPLUS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LEASE AGREEMENT, EXERCISE ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; AUTHORIZING THE CHAIRPERSON OR VICE CHAIRPERSON OF THIS BOARD TO EXECUTE A COUNTY DEED CONVEYING THE PROPERTY TO THE ARMORY BOARD IN THE EVENT THAT THE OPTION IS EXERCISED

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

WHEREAS, the Armory Board of the State of Florida ("State") has applied to Miami-Dade County for the conveyance, by lease agreement with an option to purchase, of the property consisting of a portion of Folio No.: 30-7901-000-0120 and a portion of Folio No.: 30-7901-000-

0090 together comprising approximately 70 acres ("property") for the military purpose of national security and the promotion of economic development, as further set forth in the lease attached to the Mayor's memorandum (the "lease"); and

WHEREAS, the State has represented that it will use the property for the public purposes of national security and such use will promote economic development and job creation, in accordance with the lease; and

WHEREAS, the Miami-Dade County Internal Services Department announced the availability of the property to all County departments, and determined there was no interest in the property; and

WHEREAS, the Board finds, pursuant to section 125.38, Florida Statutes, that the State requires the property for a public use, that a lease with an option to purchase would promote such public interest, and that the property is not otherwise needed for County purposes; and

WHEREAS, the lease provides that the State will have the option to purchase the property within five years of the effective date of the lease, for the nominal value of one dollar, and, in the event the option is exercised, pursuant to the deed restrictions set forth in the County deed attached as Exhibit "B" to the lease ("County Deed"), the State will be required to: (i) use the property for the Florida Army National Guard or other military purposes, which may include the construction of a communications and logistics readiness center, an aviation readiness center, and an engineering and administration building, and other matters of training, operations, and national security; (ii) permit the County to have access to and utilize the existing fuel storage tanks on the property and remove such tanks when necessary for a seven year period; and (iii) return the property to the County pursuant to a reverter clause, in the event that the property is not utilized for military purposes after funds are appropriated,

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

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board finds that the property is not needed for County purposes, declares the property surplus, and waives Resolution No. R-1000-14 requiring Board approval of future conveyances in light of the restriction on use of the property for the Florida Army National Guard or other military purposes.

Section 3. This Board: (a) approves the lease to the State pursuant to section 125.38, Florida Statutes, including a five year term, at a rental rate of $78,000.00 per year, with the option to purchase, for a nominal value of one dollar, in substantially the form attached to the Mayor's memorandum and made a part hereof; (b) authorizes the County Mayor or the County Mayor's designee to execute the lease for and on behalf of Miami-Dade County, to exercise any and all other rights conferred therein, to take all actions necessary to effectuate same, and to supplement the maps attached to the lease, with a legal description based upon a survey of the property; (c) directs the County Mayor or County Mayor's designee to provide an executed copy of the lease to the Property Appraiser within 30 days of execution thereof; and (d) if the option to purchase is exercised, authorizes the Chairperson or Vice Chairperson of this Board to execute the County Deed in generally the form attached to the lease as Exhibit "B."

Section 4. Pursuant to Resolution No. 974-09, in the event the option to purchase is exercised, the Board: (a) directs the County Mayor or the Mayor's designee to record the instrument of conveyance evidencing the transfer of title from the County to the State in the Public

Records of Miami-Dade County, Florida, provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy together with this Resolution.

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

Jose "Pepe" Diaz, Chairman **aye**
Oliver G. Gilbert, III, Vice-Chairman **aye**

Sen. René García	**absent**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Joe A. Martinez	**aye**
Kionne L. McGhee	**aye**	Jean Monestime	**aye**
Raquel A. Regalado	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK
By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman