



General Services Administration
 Facilities & Utilities Management Division
 Real Estate Section
 111 NW 1st Street • Suite 2460
 Miami, Florida 33128-1994
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miamidade.gov

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- Agenda Coordination
- Animal Services
- Art in Public Places
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- Aviation
- Building
- Building Code Compliance
- Business Development
- Capital Improvements
- Citizens' Independent Transportation Trust
- Commission on Ethics and Public Trust
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- Community Relations
- Consumer Services
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- Elections
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- Metro-Miami Action Plan
- Metropolitan Planning Organization
- Park and Recreation
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- Property Appraisal
- Public Library System
- Public Works
- Safe Neighborhood Parks
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- Team Metro
- Transit
- Task Force on Urban Economic Revitalization
- Vizcaya Museum And Gardens
- Water & Sewer

November 29, 2005

Mr. Charles Scurr
 Village Manager
 Village of Palmetto Bay
 8950 S.W. 152 Street
 Palmetto Bay, Florida 33157

RE: Lease Agreement for Miami-Dade County, Property
 Located at SW 94 Avenue and SW 180 Street, Miami
 Property # 5033-07-01

Dear Mr. Scurr:

Enclosed you will find the fully executed original signed lease and Resolution approving the action by the Board of County Commissioners, for the lease space located at SW 94 Avenue and SW 180 Street, Miami.

If you have any questions, please telephone me at (305) 375-1153.

Sincerely yours,


 Tania Llado
 Chief Real Estate Officer

TL:trl
 Enclosures



LEASE – PURCHASE AGREEMENT

THIS AGREEMENT made on the 29 day of Nov, 2005, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and VILLAGE OF PALMETTO BAY, a municipal corporation within the State of Florida, hereinafter referred to as the "TENANT,"

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby agrees to lease to TENANT and TENANT hereby agrees to lease from LANDLORD the Leased Property (the "PROPERTY") described as follows:

LEGAL DESCRIPTION

A Parcel of Land in the NW ¼ of SW ¼ of Section 33 Township 55 South, Range 40 East, Miami-Dade County, Florida: better described as follows:

Commence at Northeast corner of NW ¼ of SW ¼ of said Section 33; thence S03°17'36" E along the West line of NW ¼ of SW ¼ of said Section 33, as basis of bearings, for 783.29 feet to the Point of Beginning of the land to be described; thence continue along said line S03°17'36"E for 590.26 feet; thence S88°06'57"W along a line parallel to and 25.00 feet North of the South line of SE ¼ of NW ¼ of SW ¼ of said Section 33, for 255.08 feet; thence N03°17'37"W for 149.79 feet; thence S88°06'39"W for 410.20 feet to the intersection with the West line of SE ¼ of NW ¼ of SW ¼ of said Section 33, thence N03°26'58"W along said line for 440.07 feet to the intersection with a line parallel to the North line of NW ¼ of SW ¼ of said Section 33; thence N88°04'35"E along said parallel line for 666.47 feet to the point of Beginning.

The Parcel described herein containing 7.60 acres more or less

TO HAVE AND TO HOLD unto said TENANT for a term of five (5) years, commencing upon the effective date of the resolution of the Board of County Commissioners approving this Lease-Purchase Agreement (the "AGREEMENT") and terminating five (5) years thereafter at an annual rental rate of One Dollar and 00/100 (\$1.00) made payable to the Board of County Commissioners, c/o General Services

Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as LANDLORD may from time to time designate in writing.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF LEASED PROPERTY

The PROPERTY shall be used by TENANT solely as a public park open to all residents of Miami-Dade County. Upon expiration of this AGREEMENT any improvements will become the property of the LANDLORD. In the event TENANT exercises its option to purchase the PROPERTY prior to the expiration of this AGREEMENT, as stipulated in Article VIII below, all improvements shall remain the property of the TENANT.

ARTICLE II
CONDITION OF LEASED PROPERTY

TENANT hereby accepts the PROPERTY in the condition it is at the beginning of this AGREEMENT.

ARTICLE III
UTILITIES AND MAINTENANCE

All utilities shall be placed in the name of TENANT and the cost of all utilities and waste removal shall be paid by TENANT, including any and all infrastructure required to provide service to the PROPERTY. TENANT shall have the obligation to pay all utilities, taxes and special assessments levied upon or relative to the PROPERTY. The TENANT agrees to provide, at its sole cost and expense, all maintenance, landscaping, repairs or replacements, as necessary required to keep the PROPERTY and any improvements thereto in a state of good repair, and in a safe and clean condition at all times, during the term of this AGREEMENT.

ARTICLE IV
ALTERATIONS BY TENANT

TENANT may make any and all changes and/or modifications to the PROPERTY permitted by law upon obtaining written approval from LANDLORD, said approval shall not be unreasonably withheld.

ARTICLE V
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this AGREEMENT or the term hereof.

ARTICLE VI
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the PROPERTY above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT or any third party for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD'S agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE VII
OPTION TO PURCHASE

TENANT shall have the option to purchase the PROPERTY at any time during the term of this AGREEMENT for and at a total purchase price of Nine Hundred and Ten Thousand Five Hundred and Four Dollars and 24/100 (\$910,504.24). LANDLORD agrees to convey the PROPERTY to TENANT by County Deed, substantially in the form attached hereto as Exhibit A, upon receipt of full payment for the PROPERTY.

ARTICLE VIII
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said PROPERTY during all reasonable working hours to examine same.

ARTICLE IX
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this AGREEMENT, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the PROPERTY, without hindrance or molestation by LANDLORD.

ARTICLE X
SURRENDER OF LEASED PROPERTY

TENANT agrees to surrender to LANDLORD, at the end of the term of this AGREEMENT or any extension thereof, said PROPERTY in as good a condition, subject to ordinary wear and tear, as said PROPERTY was at the beginning of the term of this AGREEMENT.

ARTICLE XI
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and save the LANDLORD harmless from any and all claims, liability, losses, and causes of action which may arise out of the TENANT'S fulfillment of this Lease. TENANT shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the LANDLORD, when applicable, and shall pay all costs and judgments, which may issue

thereon, including damages caused solely by the negligence of the TENANT, its employees, agents or invitees.

ARTICLE XII
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this AGREEMENT shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XIII
CANCELLATION

The LANDLORD, through its County Manager or his designee, shall have the right to cancel this Lease Agreement at any time by giving the TENANT at least ninety (90) days' written notice prior to its effective date, should any of the following occur:

1. Assignment by TENANT of this AGREEMENT for the benefit of creditors.
2. Non-performance of any covenant of this AGREEMENT and failure of the TENANT to remedy such breach. Tenant shall have ninety days to cure any default after receiving written notice of same from LANDLORD.

ARTICLE XIV
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to the Director, General Services Administration, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, shall constitute sufficient notice to LANDLORD, and written notice addressed to TENANT and mailed or delivered to the address of TENANT at 8950 S.W. 152 St. Palmetto Bay, Florida, 33157, or such other address as each party shall designate to the other in writing, shall constitute sufficient notice to TENANT to comply with the terms of this Lease Agreement.

Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XV
INSURANCE

Prior to the start of this Lease Agreement, TENANT shall furnish to the Real Estate Management Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Public Liability Insurance, in an amount not less than \$300,000 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.
- B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Lease Agreement in an amount not less than \$300,000 combined single limit for bodily injury and property damage.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder. Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Lease Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD at a minimum of thirty (30) days in advance of such expiration.

The above-stated amounts of liability insurance coverage shall be reviewed by the LANDLORD every year and LANDLORD shall have the right to increase said amounts of liability insurance in accordance and in conformity with like coverage required by Miami-Dade County of other tenants in similar circumstances.

ARTICLE XVI
PERMITS , REGULATIONS

TENANT covenants and agrees that during the term of this AGREEMENT tenant will obtain any and all necessary permits and approvals and that all uses of the leased property will be in conformance with all applicable laws.

ARTICLE XVII
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the PROPERTY for work or materials furnished to tenant; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against tenant, with all proper costs and charges, and shall cause any such lien to be released from or bonded off the PROPERTY without cost to LANDLORD.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin. TENANT agrees to comply with all State and Federal laws related to non-discrimination on the basis of race, color, creed, national origin or disability.

ARTICLE XVIII
WRITTEN AGREEMENT

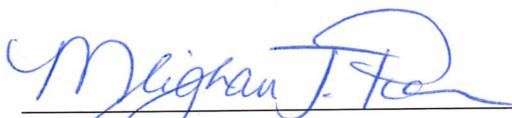
This AGREEMENT contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this AGREEMENT to be executed by their respective and duly authorized officers the day and year first above written.

(VILLAGE SEAL)

VILLAGE OF PALMETTO BAY

ATTEST:



VILLAGE CLERK



Village Manager (TENANT)



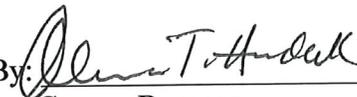
ATTEST:

HARVEY RUVIN, CLERK

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

By: 

DEPUTY CLERK

By: 

George Burgess
County Manager (LANDLORD)

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 14(A) (3)

06-21-05

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

RESOLUTION NO. R-749-05

RESOLUTION AUTHORIZING EXECUTION OF A LEASE-PURCHASE AGREEMENT WITH THE VILLAGE OF PALMETTO BAY FOR PROPERTY LOCATED AT SW 94 AVENUE AND SW 180 STREET TO BE UTILIZED AS A PUBLIC PARK; AUTHORIZING THE COUNTY MANAGER TO EXECUTE SAME AND EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN; AND AUTHORIZING THE MAYOR TO EXECUTE A COUNTY DEED

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease-Purchase Agreement between Miami-Dade County and the Village of Palmetto Bay, for premises to be utilized as a public park, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County; authorizes the County Manager to exercise any and all other rights conferred therein; and authorizes the Mayor upon receipt of full payment for the property to execute a County Deed attached hereto and made a part hereof.

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

- | | |
|-------------------------------|--------|
| Joe A. Martinez, Chairman | aye |
| Dennis C. Moss, Vice-Chairman | aye |
| Bruno A. Barreiro | aye |
| Jose "Pepe" Diaz | aye |
| Sally A. Heyman | aye |
| Dorin D. Rolle | absent |
| Katy Sorenson | aye |
| Sen. Javier D. Souto | aye |
| Dr. Barbara Carey-Shuler | absent |
| Carlos A. Gimenez | absent |
| Barbara J. Jordan | aye |
| Natacha Seijas | absent |
| Rebeca Sosa | aye |

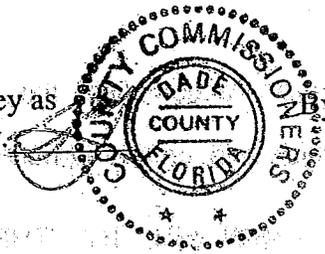
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The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of June, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.



By: **KAY SULLIVAN**
Deputy Clerk

Thomas Goldstein

Memorandum

MIAMI-DADE
COUNTY

Date: June 21, 2005

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

From: *George M. Burgess*
George M. Burgess
County Manager

Subject: Lease -Purchase Agreement with Village of Palmetto Bay
for property located at SW 94 Avenue and SW 180 Street

Agenda Item No. 14(A)(3)

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Lease-Purchase Agreement with the Village of Palmetto Bay in order for the Village to further develop Perrine Park.

In a separate Interlocal Agreement, on today's agenda, the County in partnership with the Village will work to provide a library to this community as originally envisioned in the approved Library Capital Plan. The Village is proposing to provide land, construct and lease a 5,000 square foot facility to house a library. The Library Department will provide annual payments in the amount of \$108,980.70 during the 28-year term of the lease agreement. This agreement allows for the Village to fully build-out the facility, provide for any cost overruns, and turn it over to the Library System for operation within the funding capacity of the Library Capital Plan. Library staff feels that this is a timely and unique opportunity to acquire library land at an affordable price. Completed market research showed that renting a comparable storefront facility in the Palmetto Bay area would cost approximately \$100,000 with no option to purchase.

This partnership with the Village is consistent with other relationships engaged in with other jurisdictions in the best interest of maximizing market conditions and providing library service.

PROPERTY: 7.60 acres located at the northwest corner of SW 94 Avenue and SW 180 Street

OWNER: Miami-Dade County

TENANT: Village of Palmetto Bay

USE: Public Park

FOLIO NUMBER: 33-5033-000-0852

CURRENT YEAR ASSESSED VALUE: \$1,444,000.00

ZONING: RU-1 (single family residential)

LEASE TERM: Five years, with no renewal option periods.

RENTAL RATE: \$1.00 Annually

PURCHASE OPTION:

The Tenant has the option to purchase the property any time during the lease term for \$910,504.24, which represents the costs incurred by the County to purchase the property in 1999.

BACKGROUND:

Resolution No. 504-99, approved by the Board of County Commissioners on May 11, 1999, authorized the purchase of approximately 19.75 acres of vacant land for the expansion of Perrine Park. The Park and Recreation Department only had funding for 12 of the 19.75 acres; however, the then-owner was unwilling to subdivide his parcel. As a result, the County had to purchase the entire parcel. The Parks Department expanded Perrine Park onto 12 of the acres, and the remainder was to be sold at a future date to recover the cost of acquiring the unused acreage and re-pay the general fund.

JUSTIFICATION:

Perrine Park was one of the County parks deeded over to the Village of Palmetto Bay upon its incorporation. The Village is now interested in acquiring the subject property to further expand the park. The Village originally requested that this property be deeded to the Village in the same fashion as were the County park sites. In light of the fact that this property was never intended to be part of the park and was, in fact, only purchased with the understanding that it would be sold at market value at a later date, a donation to the Village is not feasible.

The attached agreement proposes to sell the property to the Village at a price that represents the amount the County paid for the land, plus a proportionate share of the closing costs. This understanding is based upon the Village's agreement to restrict the use of the property to a public park, open to all County residents. The five-year lease period will give the Village sufficient time to identify funding for the purchase, during which time, the Village will be solely responsible for maintaining the property and making all necessary improvements.

In addition to this agreement, the Village, under the Interlocal Agreement on today's agenda, has agreed to provide land, construct and lease a 5,000 square foot facility to house a library.

The property was circulated to all County Departments and no use was identified. Pursuant to Administrative Order 8-4 review by the Planning Advisory Board is not required when the deed contains a restriction limiting the use of the property.

EFFECTIVE DATES:

Commencing upon the effective date of the resolution of the Board of County Commissioners approving this lease agreement and terminating five years thereafter.

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

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CANCELLATION PROVISION: County may cancel if tenant defaults in certain provisions of the agreement.

COMMENTS: Attached is a copy of the Resolution approving the purchase of the property as well as a copy of the Resolution from the Village of Palmetto Bay approving the agreement.

Oliver T. Huelak 6/6/05
Assistant County Manager

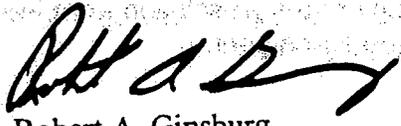


MEMORANDUM

(Revised)

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

DATE: June 21, 2005

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 14(A)(3)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

MEMORANDUM

Agenda Item No. 6(F)(1)(A)

Honorable Chairperson and Members
Board of County Commissioners

DATE: May 11, 1999

SUBJECT: Acquisition of Approximately
19.75 Acres of Vacant Land
Located at S.W. 176 Street
and S.W. 94 Avenue

FROM: M. R. Stierheim
County Manager

The attached Contract for Sale and Purchase of approximately twenty acres of vacant land has been prepared by the General Services Administration at the request of the Park and Recreation Department and is recommended for approval.

SELLER: The Trust For Public Land (TPL)

TAX FOLIO NUMBER: 30-5033-000-0850
30-5033-000-0852
30-5033-000-0900
30-5033-000-0902

SIZE: Approximately 19.75 acres

LOCATION: S.W. 94 Avenue and 176 Street

PURCHASE PRICE: \$2,350,000.00 (100% of appraised value)

JUSTIFICATION

The Miami-Dade Park and Recreation Department has a critical need to enlarge Perrine Park, located at S.W. 175 Street and 95th Avenue. This 5-acre community park is insufficiently sized to adequately accommodate the number of existing youth programs and activities in the surrounding community. Approximately 12 of the 19.75 acres proposed for acquisition would be utilized for the Perrine Park expansion, thereby tripling the size of the park and enabling the Park and Recreation Department to substantially increase the number of organized sports and recreational activities, which are very much needed in this heavily populated area of the County.

BACKGROUND:

The acquisition of property for the proposed park expansion has been exceedingly difficult to accomplish. This contract is the culmination of some four years of effort. The proposed expansion area is part of a larger approximately 19.75 acre tract owned by Mr. Jack Taub. The Board first authorized staff to pursue acquisition of this property in March 1995, via Resolution No. R-314-95. Staff negotiated with Mr. Taub vigorously and diligently on a number of occasions following that authorization, but was unable to reach an agreement because Mr. Taub was unwilling to sell less than the entire 19.75 acres, and the value of the total tract considerably exceeds available funding for the expansion.

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Honorable Chairperson and Members
Board of County Commissioners
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FUNDING SOURCE(S):

1.5 million dollars (\$1,500,000) from Open Space
Impact Fees and \$850,000 from the Capital Outlay
Reserve or Land Bank Trust Fund.

