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APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eve A. Boutsis,  
Nagin Gallop Figueredo, P.A.  
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>YES</u>
Council Member Paul Neidhart	<u>YES</u>
Council Member John Breder	<u>YES</u>
Vice-Mayor Linda Robinson	<u>YES</u>
Mayor Eugene P. Flinn, Jr.	<u>YES</u>

## LEASE – PURCHASE AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_, Florida, \_\_\_\_\_, 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

  
\_\_\_\_\_  
Mayor (TENANT)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
George Burgess  
County Manager (LANDLORD)