



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMITTEE MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: October 10, 2014

This shall serve as written notice that a meeting of the Finance and Citywide Projects Committee has been scheduled for October 10, 2014, at 11:00 A.M. in the Commission Chambers.

The agenda is as follows:

OLD BUSINESS

1. **Discussion regarding South Shore Community Center, 833 6th Street, Miami Beach, Florida, regarding whether the City should:**
 - A. AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND MIAMI DADE COUNTY ("TENANT"), DATED SEPTEMBER 9, 2009, FOR THE PREMISES LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE LEASE FOR AN ADDITION TERM OF FIVE (5) YEARS; B) INCREASING THE ADDITIONAL RENT FROM \$7.68 PER SQUARE FOOT TO \$8.81 PER SQUARE FOOT; AND C) REDUCING THE SIZE OF THE DEMISED PREMISES FROM 2,076 SQUARE FEET TO 691 SQUARE FEET;
 - B. AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. ("TENANT") DATED SEPTEMBER 9, 2009, FOR THE PREMISES LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE LEASE FOR THE SENIOR MEALS PROGRAM FOR AN ADDITION TERM OF FIVE (5) YEARS; B) INCREASING THE ADDITIONAL RENT FROM \$7.68 PER SQUARE FOOT TO \$8.81 PER SQUARE FOOT; AND C) INCREASING THE SIZE OF THE DEMISED PREMISES FROM 289 SQUARE FEET TO 445 SQUARE FEET;
 - C. AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. ("TENANT") DATED SEPTEMBER 9, 2009, FOR THE PREMISES LOCATED ON THE

FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE LEASE FOR THE SENIOR RIDE PROGRAM FOR AN ADDITION TERM OF FIVE (5) YEARS; AND B) INCREASING THE ADDITIONAL RENT FROM \$7.68 PER SQUARE FOOT TO \$8.81 PER SQUARE FOOT;

- D. AN AMENDMENT TO THE CONCESSION AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. ("CONCESSIONAIRE") DATED JULY 15, 2009, FOR THE PREMISES LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE CONCESSION AGREEMENT FOR THE SENIOR MEALS PROGRAM FOR AN ADDITION TERM OF FIVE (5) YEARS; AND B) INCREASING THE ADDITIONAL RENT FROM \$1.92 PER SQUARE FOOT TO \$2.20 PER SQUARE FOOT;
- E. AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND LITTLE HAVANA ACTIVITIES AND NUTRITION CENTERS OF DADE COUNTY, INC. ("TENANT") DATED SEPTEMBER 9, 2009, FOR THE PREMISES LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE LEASE FOR AN ADDITION TERM OF FIVE (5) YEARS; B) INCREASING THE ADDITIONAL RENT FROM \$7.68 PER SQUARE FOOT TO \$8.81 PER SQUARE FOOT; AND C) INCORPORATING THE OUTSIDE PLAYGROUND AS PART OF THE LEASE AGREEMENT;
- F. AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND UNIDAD OF MIAMI BEACH, INC. ("TENANT") DATED SEPTEMBER 9, 2009, FOR THE PREMISES LOCATED ON THE FIRST AND SECOND FLOORS AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE LEASE FOR AN ADDITIONAL TERM OF FIVE (5) YEARS; B) INCREASING THE ADDITIONAL RENT FROM \$7.68 PER SQUARE FOOT TO \$8.81 PER SQUARE FOOT; C) RELOCATING FROM A PORTION OF THE CURRENT LOCATION ON THE SECOND FLOOR TO A PORTION OF THE SPACE CURRENTLY OCCUPIED BY MIAMI DADE COUNTY ON THE FIRST FLOOR; D) DECREASING THE TOTAL SIZE OF THE DEMISED PREMISES FROM 4,155 SQUARE FEET TO 2,082 SQUARE FEET; AND E) MODIFYING THE PERMITTED USE OF THE PREMISES; AND
- G. A NEW LEASE AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND SOUTH FLORIDA WORKFORCE INVESTMENT BOARD ("TENANT"), FOR THE PREMISES LOCATED ON THE SECOND FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) THE USE OF THE DEMISED PREMISES, CONSISTING OF 3,262 SQUARE FEET, FOR A TERM OF FIVE (5) YEARS, TO PROVIDE WORKFORCE SERVICES; AND B) CHARGING ADDITIONAL RENT IN THE AMOUNT OF \$15.86 PER SQUARE FOOT (*March 5, 2014 Commission Item C4C)(186)*)

NEW BUSINESS

- 2. Discussion to Permit The Vacation Of A Right-Of-Way Parcel On The North Side Of 5860 North Bay Road And Approve A Storm Water Utility Easement, To Facilitate The City’s Storm Water Improvements On The South Side Of The Same Property *(September 10, 2014 Commission Item C4J)(216)*

Eric Carpenter – Public Works Director

- 3. Discussion regarding a Rooftop Lease agreement by and between the City of Miami Beach (“landlord”) and Crown Castle NG East, LLC (“tenant”), concerning the use of the Rooftop of the building located at 1560 Collins Avenue, Miami beach, Florida a/k/a/ Anchor Shops, for the operation and maintenance of communications equipment, for a term of nine (9) years 364 days, commencing on the first day of the month following lease execution

Max Sklar – Tourism, Cultural and Economic Development Director

Finance and Citywide Projects Committee Meetings for 2014:

November 12, 2014

December 12, 2014

PENDING ITEMS: REFER TO ATTACHMENT 1

PDW/rs/kd

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Cc. Mayor and Members of the City Commission
Management Team

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COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: October 10, 2014

SUBJECT: **A DISCUSSION REGARDING:**

1) AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND MIAMI DADE COUNTY ("TENANT"), DATED SEPTEMBER 9, 2009, FOR THE PREMISES LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE LEASE FOR AN ADDITION TERM OF FIVE (5) YEARS; B) INCREASING THE ADDITIONAL RENT FROM \$7.68 PER SQUARE FOOT TO \$8.81 PER SQUARE FOOT; AND C) REDUCING THE SIZE OF THE DEMISED PREMISES FROM 2,076 SQUARE FEET TO 691 SQUARE FEET;

2) AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. ("TENANT") DATED SEPTEMBER 9, 2009, FOR THE PREMISES LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE LEASE FOR THE SENIOR MEALS PROGRAM FOR AN ADDITION TERM OF FIVE (5) YEARS; B) INCREASING THE ADDITIONAL RENT FROM \$7.68 PER SQUARE FOOT TO \$8.81 PER SQUARE FOOT; AND C) INCREASING THE SIZE OF THE DEMISED PREMISES FROM 289 SQUARE FEET TO 485 SQUARE FEET;

3) AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. ("TENANT") DATED SEPTEMBER 9, 2009, FOR THE PREMISES LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE LEASE FOR THE SENIOR RIDE PROGRAM FOR AN ADDITION TERM OF FIVE (5) YEARS; AND B) INCREASING THE ADDITIONAL RENT FROM \$7.68 PER SQUARE FOOT TO \$8.81 PER SQUARE FOOT;

4) AN AMENDMENT TO THE CONCESSION AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. ("CONCESSIONAIRE") DATED JULY 15, 2009, FOR THE PREMISES LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE CONCESSION AGREEMENT FOR THE SENIOR MEALS PROGRAM FOR AN ADDITION TERM OF FIVE (5) YEARS; AND B) INCREASING THE

ADDITIONAL RENT FROM \$1.92 PER SQUARE FOOT TO \$2.20 PER SQUARE FOOT;

5) AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH (“LANDLORD”) AND LITTLE HAVANA ACTIVITIES AND NUTRITION CENTERS OF DADE COUNTY, INC. (“TENANT”) DATED SEPTEMBER 9, 2009, FOR THE PREMISES LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE LEASE FOR AN ADDITION TERM OF FIVE (5) YEARS; B) INCREASING THE ADDITIONAL RENT FROM \$7.68 PER SQUARE FOOT TO \$8.81 PER SQUARE FOOT; AND C) INCORPORATING THE OUTSIDE PLAYGROUND AS PART OF THE LEASE AGREEMENT;

6) AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH (“LANDLORD”) AND UNIDAD OF MIAMI BEACH, INC. (“TENANT”) DATED SEPTEMBER 9, 2009, FOR THE PREMISES LOCATED ON THE FIRST AND SECOND FLOORS AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE LEASE FOR AN ADDITIONAL TERM OF FIVE (5) YEARS; B) INCREASING THE ADDITIONAL RENT FROM \$7.68 PER SQUARE FOOT TO \$8.81 PER SQUARE FOOT; C) RELOCATING FROM A PORTION OF THE CURRENT LOCATION ON THE SECOND FLOOR TO A PORTION OF THE SPACE CURRENTLY OCCUPIED BY MIAMI DADE COUNTY ON THE FIRST FLOOR; D) DECREASING THE TOTAL SIZE OF THE DEMISED PREMISES FROM 4,155 SQUARE FEET TO 2,082 SQUARE FEET; AND E) MODIFYING THE PERMITTED USE OF THE PREMISES; AND

7) A NEW LEASE AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH (“LANDLORD”) AND SOUTH FLORIDA WORKFORCE INVESTMENT BOARD (“TENANT”), FOR THE PREMISES LOCATED ON THE SECOND FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) THE USE OF THE DEMISED PREMISES, CONSISTING OF 3,262 SQUARE FEET, FOR A TERM OF FIVE (5) YEARS, TO PROVIDE WORKFORCE SERVICES; AND B) CHARGING ADDITIONAL RENT IN THE AMOUNT OF \$15.86 PER SQUARE FOOT.

BACKGROUND

The South Shore Community Center (the “Center”) is located at 833 6th Street and is owned by the City of Miami Beach (the “City”). The Center provides space to various not-for-profit, community service organizations that provide assistance to the Miami Beach community.

The City completed renovations to the Center in 2008 and executed new agreements with all the tenants who occupied the Center prior to said renovations. All the agreements are for an initial term of four years (4) years and three hundred sixty four (364) days, commencing on October 2, 2009 and ending on September 30, 2014 (the “Term”). Furthermore, all the agreements contain provisions for one (1) additional five (5) year renewal, subject to certain terms and conditions.

The Center is currently 100% occupied by the following four (4) tenants:

1. Miami Dade County Community Action Agency (“CAA”) has a lease for the use of 2,076 square feet of office space to operate the “South Beach Community Enrichment Center” which empowers economically disadvantaged individuals, families and communities to achieve self-sufficiency through resource mobilization, service delivery, education and advocacy.

2. Jewish Community Services of South Florida, Inc. (“JCS”) has two (2) lease agreements and a concession agreement. The first lease agreement is for use of 289 square feet of storage space required by JCS to operate its “senior meals program”. This program provides recreational activities and a mid-day meal to residents that are 60 years and older.

The concession agreement is for use of the 2,792 square foot Auditorium space required by JCS to conduct its recreational activities and serve the aforementioned mid-day meal. A concession agreement was determined to be the appropriate mechanism by which to guarantee JCS part-time use of the space on weekdays from 8:00 AM to 2:00 PM and still allow the space to be available for use by the City and/or general public during the afternoon, evening and weekend hours. The Miami Beach Parks and Recreation Department coordinates the use and/or rental of the Auditorium pursuant to its rules and regulations for rental of City-owned facilities.

The second lease agreement is for use of 445 square feet of office space required by JCS to operate its “senior ride program”. This program provides door-to-door bus transportation services to residents that are 60 years and older.

3. Little Havana Activities and Nutrition Centers of Dade County, Inc. (“LHANC”) has a lease agreement and a letter agreement. The lease agreement is for use of 2,919 square feet of space required by LHANC to operate its “Rainbow Intergeneration Childcare Center”. This program provides childcare service to approximately 60 children.

The letter agreement is for use of the adjacent exterior 7,002 square foot playground space required by LHANC to provide the children an outdoor recreation play area. A letter agreement was determined to be the appropriate mechanism by which to guarantee LHANC sole use of the space thus providing the children with a safe and secure environment. The playground space is not “under-roof” and therefore, not included as part of the buildings leasable square footage.

4. UNIDAD of Miami Beach, Inc. (“UNIDAD”) has a lease for the use of 3,826 square feet of office space on the 2nd floor and an additional 329 square feet of storage space on the 1st floor. UNIDAD provides counseling, education, and employment training services to the City’s community.

ANALYSIS - RENT

It is important to emphasize that all of the existing tenants at the Center are not-for-profit, community service organizations that provide assistance to the Miami Beach community. As such, the City only charges \$1.20 annually for Base Rent. Furthermore, as Additional Rent, the City only charges specific operating expenses incurred by the City to operate the Center. These

operating expenses are limited to electrical service, water service, sewer service, stormwater costs and janitorial service to the common areas and inside the tenant's spaces, but do not include insurance and general maintenance. A summary of the agreements and rental rates is attached hereto as Exhibit A (Agreement Summary).

As contained in the agreements, "...within ninety (90) days prior to the expiration of the Term, the City Manager may elect to re-negotiate a reasonable increase in the Rent, and shall provide Tenant with written notice of such election. If, following good-faith negotiations between the City and Tenant, the parties are unable to agree, then the City Manager may further elect to not renew the Agreement, in which case the Agreement will terminate and the City shall have no further liability or obligation to Tenant."

Furthermore, the agreements may be terminated by either party, without cause and for convenience at any time during the Term (including any renewal term), upon furnishing thirty (30) days written notice to the other party.

Since all of the agreements are at below market rental rates, the Administration requested direction from the Finance and Citywide Projects Committee (FCPC) at its May 20, 2014 meeting, regarding: 1) should the City charge the tenants market Base Rent, and 2) should the City charge the tenants, as Additional Rent, the total operating expenses, or continue to charge only a portion of the total operating expenses.

The FCPC considered this matter and recommended: 1) not to increase the Base Rent, and 2) increase the Additional Rent in accordance with the total cost of the 2013 operating expenses, except not to pass through the cost of insurance to the tenants. Accordingly, the FCPC recommended the Base Rent shall remain at \$1.20 annually and the Additional Rent shall be increased to \$11.06 per square foot. A line item detail of the recommended Additional Rent is attached hereto as Exhibit B (2013 Fiscal Year Operating Expenses (Total without Insurance)).

In accordance with the agreements, the City provided timely notice, to all the tenants, of the City's intention to increase the Additional Rent to \$11.06 per square foot. Subsequently, the City received a letter dated June 12, 2014 from LHANC, and an e-mail dated July 2, 2014 from JCS. Both letters requested that the City not increase the Additional Rent due to financial constraints of the tenants.

Subsequently, the FCPC considered this matter at its September 24, 2014 meeting and recommended: 1) to increase the Additional Rent, to \$11.06 per square foot, over a period of three (3) years. Accordingly, for the first three (3) years of the renewal term, the Additional Rent shall be increased to \$8.81 per square foot in year 1, \$9.94 per square foot in year 2 and \$11.07 per square foot in year 3. The FCPC also recommended including measurable as a condition of the deferred Additional Rent increase.

ANALYSIS – SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

South Florida Workforce Investment Board d/b/a CareerSource South Florida ("CareerSource") has been providing services at the Center since 2002 through a grant agreement with UNIDAD. South Florida Workforce awards grant funds for these services periodically and, during the most recent grant review has awarded funding to KRA Corporation ("KRA") for the workforce services. KRA has been contracted to provide workforce services, including training and

employment, to the residents of the Miami Beach community. As a result, CareerSource requested to lease a portion of the space currently occupied by UNIDAD in order to continue to provide workforce services from the Center. The space is located on the 2nd Floor of the Center and contains 3,262 square feet.

The FCPC considered this matter at its September 24, 2014 meeting and recommended approving a new lease with CareerSource, subject to paying, as Additional Rent, the total cost of the 2013 operating expenses, including insurance and maintenance, in the amount of \$15.86 per square foot. A line item detail of the recommended Additional Rent is attached hereto as Exhibit C (2013 Fiscal Year Operating Expenses (Total)). Additionally, a draft of the Lease Agreement is attached hereto as Exhibit D (CareerSource - Lease Agreement), and is subject to Legal and Regulatory approvals as well as final approval by the Tenant.

ANALYSIS – LEASE MODIFICATIONS

Due to the proposed new lease agreement with CareerSource, and due to the changing space requirements of existing tenants, CAA, JCS and UNIDAD propose modifying the locations of the spaces they occupy and adjusting their respective sizes.

Specifically, CAA will be downsizing from its current 2,076 square feet to 691 square feet; JCS will be occupying an additional 196 square feet of storage space; and UNIDAD will be relocating most of its 3,826 square feet of space it currently occupies on the 2nd Floor to a portion of the space on the 1st Floor which CAA is relinquishing, consisting of 1,518 square feet. A summary of the aforementioned expansion, relocations and downsizes is attached hereto as Exhibit E (Renewal Summary).

Additionally, drafts of the Amendments are attached hereto as Exhibit F (Miami Dade County - Lease Amendment), Exhibit G (JCS Senior Meals - Lease Amendment), Exhibit H (JCS Senior Ride - Lease Amendment), Exhibit I (JCS Senior Meals - Concession Amendment), Exhibit J (LHANC - Lease Amendment) and Exhibit K (UNIDAD - Lease Amendment). Said Amendments are subject to Legal and Regulatory approvals as well as final approval by the Tenants.

CONCLUSION

The Administration seeks a recommendation from the Finance and Citywide Projects Committee regarding:

1. Increasing the Additional Rent for the existing tenants, from \$7.68 per square foot to \$11.06 per square foot, over a period of three (3) years, in increments of \$1.13 per square foot annually; and
2. Approving a new Lease Agreement with CareerSource; and
3. Approving the Lease Amendments with CAA, JCS, LHANC and UNIDAD.

Exhibits:

- A Agreement Summary
- B 2013 Fiscal Year Operating Expenses (Total without Insurance)
- C 2013 Fiscal Year Operating Expenses (Total)
- D CareerSource - Lease Agreement
- E Renewal Summary
- F Miami Dade County - Lease Amendment
- G JCS Senior Meals - Lease Amendment
- H JCS Senior Ride - Lease Amendment
- I JCS Senior Meals - Concession Amendment
- J LHANC - Lease Amendment
- K UNIDAD - Lease Amendment

Exhibit A

Agreement Summary

Tenant	Suite	Sq. Ft.	Agreement	Expiration	Renewal	Rent			
						Base	OEX	Total	
MDC Community Action Agency	1st Floor Office	2,076	Lease	09/30/14	(1) for 5 years	Annually	\$ 1.20	\$ 15,935.28	\$ 15,936.48
						PSF	\$ 0.00	\$ 7.68	\$ 7.68
JCS of South Florida, Inc. - Meals	1st Floor Storage	289	Lease	09/30/14	(1) for 5 years	Annually	\$ 1.20	\$ 2,218.32	\$ 2,219.52
						PSF	\$ 0.00	\$ 7.68	\$ 7.68
JCS of South Florida, Inc. - Meals	1st Floor Auditorium	2,792	Concession	09/30/14	(1) for 5 years	Annually	\$ 1.20	\$ 5,357.88	\$ 5,359.08
						PSF	\$ 0.00	\$ 1.92	\$ 1.92
JCS of South Florida, Inc. - Ride	1st Floor Office	445	Lease	09/30/14	(1) for 5 years	Annually	\$ 1.20	\$ 3,415.80	\$ 3,417.00
						PSF	\$ 0.00	\$ 7.68	\$ 7.68
LHANC of Dade County, Inc.	1st Floor Daycare	2,919	Lease	09/30/14	(1) for 5 years	Annually	\$ 1.20	\$ 22,406.16	\$ 22,407.36
						PSF	\$ 0.00	\$ 7.68	\$ 7.68
LHANC of Dade County, Inc.	1st Floor Playground	7,002	Letter	09/30/14	(1) for 5 years	Annually	\$ 0.00	\$ 0.00	\$ 0.00
						PSF	\$ 0.00	\$ 0.00	\$ 0.00
UNIDAD of Miami Beach, Inc.	1st Floor	329	Lease	09/30/14	(1) for 5 years	Annually	\$ 1.20	\$ 31,893.72	\$ 31,894.92
	2nd Floor	3,826				PSF	\$ 0.00	\$ 7.68	\$ 7.68

Note: JCS of South Florida, Inc. pays 25% of CAM charges (\$1.92 of \$7.68) because they only use the auditorium part-time and the City retains access and use as needed.

Exhibit B

2013 Fiscal Year Operating Expenses (Total without Insurance)

South Shore Community Center 833 6th Street 2013 Fiscal Year Operating Expenses (Total without Insurance)			
		Total Cost	Per Leasable Square Foot Cost
Utilities	Electricity	49,263	3.89
	Water	3,454	0.27
	Sewer	2,951	0.23
	Stormwater (estimate)	2,500	0.20
	Subtotal	\$ 58,172	\$ 4.59
Maintenance	Janitorial	33,189	2.62
	Elevator	1,428	0.11
	Cooling Tower Treatment	1,644	0.13
	Fire Services	362	0.03
	Pest Control	642	0.05
	Repairs & Maintenance	44,691	3.53
	Subtotal	\$ 81,962	\$ 6.47
Insurance	Property Insurance		
	Hurricane Exposure		
	Subtotal	\$ -	\$ -
Total Annual Operating Expenses		\$ 140,135	\$ 11.06

Building Square Footage Distribution			
	1st Floor	2nd Floor	Total
Leasable Area	8,850	3,826	12,676
Common Area	4,198	990	5,188
Total	13,048	4,816	17,864

Exhibit C

2013 Fiscal year Operating Expenses (Total)

South Shore Community Center 833 6th Street 2013 Fiscal Year Operating Expenses (Total)			
		Total Cost	Per Leasable Square Foot Cost
Utilities	Electricity	49,263	3.89
	Water	3,454	0.27
	Sewer	2,951	0.23
	Stormwater (estimate)	2,500	0.20
	Subtotal	\$ 58,172	\$ 4.59
Maintenance	Janitorial	33,189	2.62
	Elevator	1,428	0.11
	Cooling Tower Treatment	1,644	0.13
	Fire Services	362	0.03
	Pest Control	642	0.05
	Repairs & Maintenance	44,691	3.53
	Subtotal	\$ 81,962	\$ 6.47
Insurance	Property Insurance	21,165	1.67
	Hurricane Exposure	39,781	3.14
	Subtotal	\$ 60,951	\$ 4.81
Total Annual Operating Expenses		\$ 201,086	\$ 15.86

Building Square Footage Distribution			
	<u>1st Floor</u>	<u>2nd Floor</u>	<u>Total</u>
Leasable Area	8,850	3,826	12,676
Common Area	4,198	990	5,188
Total	13,048	4,816	17,864

Exhibit D

CareerSource - Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ____ day of _____, 2014, by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation (hereinafter referred to as "City" or "Landlord"), and **SOUTH FLORIDA WORKFORCE INVESTMENT BOARD d/b/a CAREERSOURCE SOUTH FLORIDA**, a Florida not-for-profit corporation (hereinafter referred to as "Tenant").

1. Demised Premises.

The City, in consideration of the rentals hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by the Tenant, hereby leases, lets and demises to the Tenant, and Tenant hereby leases and hires from the City, those certain premises hereinafter referred to as the "Demised Premises" and more fully described as follows:

Approximately three thousand two hundred sixty two (3,262) square feet of leasable office space on the 2nd floor of the South Shore Community Center (a.k.a. the 6th Street Community Center or the "Building"), located at 833 Sixth Street, Miami Beach, Florida, 33139, and as more specifically delineated in "Exhibit 1", attached hereto and incorporated herein.

2. Term.

2.1 Tenant shall be entitled to have and to hold the Demised Premises for a term of five (5) years, commencing retroactively on the 1st day of October, 2014 (the "Commencement Date"), and ending on the 30th day of September, 2019. For purposes of this Lease Agreement, a "contract year" shall be defined as that certain period commencing on the 1st day of October, and ending on the 30th day of September.

2.2 **NOTWITHSTANDING SUBSECTION 2.1 HEREIN, THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY, WITHOUT CAUSE AND FOR CONVENIENCE AT ANY TIME DURING THE TERM (INCLUDING ANY RENEWAL TERM), UPON FURNISHING THIRTY (30) DAYS WRITTEN NOTICE TO THE OTHER PARTY.**

3. Rent.

3.1 Base Rent:

Base Rent for the Demised Premises shall begin to accrue on the Commencement Date.

3.1.1 Throughout the Term herein, the Base Rent for the Demised Premises shall be One Dollar and Twenty Cents (\$1.20) per year,

payable by Tenant monthly, commencing on the Commencement Date and, thereafter, on each first day of subsequent months.

- 3.1.2 Concurrent with the payment of the Base Rent, Tenant shall also include any and all additional sums for all applicable sales and use tax, now or hereafter prescribed by Federal, State or local law.

3.2

Additional Rent:

In addition to the Base Rent, as set forth in Section 3.1, Tenant shall also pay the following Additional Rent as provided below:

3.2.1 Operating Expenses:

Tenant shall pay Two Hundred Eighty Four Dollars and 65/100 (\$284.65) per month, for its proportionate share of "Operating Expenses" which are defined as follows:

"Operating Expenses" shall mean the following costs and expenses incurred in operating, repairing, and maintaining the Common Facilities (as hereinafter defined) and shall include electrical service, water service, sewer service, stormwater costs and janitorial service to the Building (including the Demised Premises).

"Common Facilities" shall mean all Building areas, spaces, equipment, as well as certain services, available for use by or for the benefit of Tenant and/or its employees, agents, servants, volunteers, customers, guests and/or invitees.

Irrespective of the items listed above, amounts due by Tenant, associated with Common Facilities Operating Expenses, will be determined based on Tenant's pro-rata share of the items more specifically described in "Exhibit 3.2.1", which is hereby made a part of this Lease Agreement. Pro-rata share shall mean the percent which the Demised Premises bears to the total square footage of leasable space within the Building, which share is hereby agreed to be 25.734%. Tenant agrees and understands that the costs incurred for Operating Expenses may increase or decrease and, as such, Tenant's pro-rata share of Operating Expenses shall increase or decrease accordingly.

3.2.2 Property Taxes:

The Property Tax Payment shall be payable by Tenant, in accordance with Section 11 herein.

3.2.3 Insurance:

Intentionally Omitted.

3.3

Sales Taxes:

Concurrent with the payment of the Base Rent and Additional Rent as

provide herein, Tenant shall also pay any and all sums for all applicable tax(es), including without limitation, sales and use taxes and Property Taxes, imposed, levied or assessed against the Demised Premises, or any other charge or payment required by any governmental authority having jurisdiction there over, even though the taxing statute or ordinance may purport to impose such tax against the City.

3.4 Enforcement.

Tenant agrees to pay the Base Rent, Additional Rent, and any other amounts as may be due and payable by Tenant under this Agreement, at the time and in the manner provided herein, and should said rents and/or other additional amounts due herein provided, at any time remain due and unpaid for a period of fifteen (15) days after the same shall become due, the City may exercise any or all options available to it hereunder, which options may be exercised concurrently or separately, or the City may pursue any other remedies enforced by law.

4. Location for Payments.

All rents or other payments due hereunder shall be paid to the City at the following address:

City of Miami Beach
Revenue Manager
1700 Convention Center Drive, 3rd Floor
Miami Beach, Florida 33139

or at such other address as the City may, from time to time, designate in writing.

5. Parking.

Intentionally Omitted.

6. Security Deposit.

Intentionally Omitted.

7. Use and Possession of Demised Premises.

7.1 The Demised Premises shall be used by the Tenant solely for the purpose(s) of providing workforce services. Said Premises shall be open for operation a minimum of five (5) days a week, with minimum hours of operation being as follows:

Monday – Friday: 8:00 AM to 5:00 PM

Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

7.2 It is understood and agreed that the Demised Premises shall be used by the Tenant during the Term of this Agreement only for the above purpose(s)/use(s), and for no other purpose(s) and/or use(s) whatsoever.

Tenant will not make or permit any use of the Demised Premises that, directly or indirectly, is forbidden by law, ordinance or government regulation, or that may be dangerous to life, limb or property. Tenant may not commit (nor permit) waste on the Demised Premises; nor permit the use of the Demised Premises for any illegal purposes; nor commit a nuisance on the Demised Premises. In the event that the Tenant uses the Demised Premises (or otherwise allows the Demised Premises to be used) for any purpose(s) not expressly permitted herein, or permits and/or allows any prohibited use(s) as provided herein, then the City may declare this Agreement in default pursuant to Section 18 or, without notice to Tenant, restrain such improper use by injunction or other legal action.

7.3 Tenant shall also maintain its not-for-profit status in full force and effect, and in good standing, throughout the Term herein.

7.4 Tenant shall be required to meet certain performance benchmarks more specifically described as: _____.

8. Improvements.

8.1 Tenant accepts the Demised Premises in their present "AS IS" condition and may construct or cause to be constructed, such interior and exterior improvements and maintenance to the Demised Premises, as reasonably necessary for it to carry on its permitted use(s), as set forth in Section 7; provided, however, that any plans for such improvements shall be first submitted to the City Manager for his prior written consent, which consent, if granted at all, shall be at the City Manager's sole and absolute discretion. Additionally, any and all approved improvements shall be made at Tenant's sole expense and responsibility. All permanent (fixed) improvements to the Demised Premises shall remain the property of the City upon termination and/or expiration of this Agreement. Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be removed by the Tenant from the Demised Premises, provided that they can be (and are) removed without damage to the Demised Premises. Tenant will permit no liens to attach to the Demised Premises arising from, connected with, or related to the design and construction of any improvements. Moreover, such construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to the City. Any and all permits and or licenses required for the installation of improvements shall be the sole cost and responsibility of Tenant.

8.2 Notwithstanding Subsection 8.1, upon termination and/or expiration of this Agreement, and at City's sole option and discretion, any or all alterations or additions made by Tenant to or in the Demised Premises shall, upon written demand by the City Manager, be promptly removed by Tenant, at its expense and responsibility, and Tenant further hereby agrees, in such event, to restore the Demised Premises to their original condition prior to the Commencement Date of this Agreement.

8.3 The above requirements for submission of plans and the use of specific contractors shall not apply to improvements (which term, for purposes of this Subsection 8.3 only, shall also include improvements as necessary for Tenant's maintenance and repair of the Demised Premises) which do not exceed Five Hundred (\$500.00) Dollars, provided that the work is not structural, and provided that it is permitted by applicable law.

9. City's Right of Entry.

9.1 The City Manager, and/or his authorized representatives, shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same; preventing waste; making such repairs as the City may consider necessary; and for the purpose of preventing fire, theft or vandalism. The City agrees that, whenever reasonably possible, it shall use reasonable efforts to provide notice (whether written or verbal), unless the need to enter the Demised Premises is an emergency, as deemed by the City Manager, in his sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of the City to do any work that under any provisions of this Agreement the Tenant may be required to perform, and the performance thereof by the City shall not constitute a waiver of the Tenant's default.

9.2 If the Tenant shall not be personally present to open and permit entry into the Demised Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the City Manager, and/or his authorized representatives, may enter the Demised Premises by master key, or may forcibly enter the Demised Premises without rendering the City or such agents liable therefore.

9.3 Tenant shall furnish the City with duplicate keys to all locks including exterior and interior doors prior to (but no later than by) the Commencement Date of this Agreement. Tenant shall not change the locks to the Demised Premises without the prior written consent of the City Manager, and in the event such consent is given, Tenant shall furnish the City with duplicate keys to said locks in advance of their installation.

10. Tenant's Insurance.

10.1 Tenant shall, at its sole cost and expense, comply with all insurance requirements of the City. It is agreed by the parties that Tenant shall not occupy the Demised Premises until proof of the following insurance coverages have been reviewed and approved by the City's Risk Manager:

10.1.1 Comprehensive General Liability, in the minimum amount of One Million (\$1,000,000) Dollars (subject to adjustment for inflation) per occurrence for bodily injury and property damage. The City of Miami Beach must be named as an additional insured on this policy.

- 10.1.2 Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements.
 - 10.1.3 All-Risk property and casualty insurance, written at a minimum of eighty (80%) percent of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture, and other property removable by Tenant under the provisions of this Agreement).
- 10.2 Proof of these coverages must be provided by submitting original certificates of insurance to the City's Risk Manager and Asset Manager respectively. All policies must provide thirty (30) days written notice of cancellation to both the City's Risk Manager and Asset Manager (to be submitted to the addresses set forth in Section 27 hereof). All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition, and certificates are subject to the approval of the City's Risk Manager.

11. Property Taxes and Assessments.

For the purposes of this Section and other provisions of this Agreement:

- 11.1 The term "Property Taxes" shall mean (i) real estate taxes, assessments, and special assessments of any kind which may be imposed upon the Demised Premises and/or the tax lot and/or property/Building which may include the Demised Premises (hereinafter referred to as the "tax lot"), and (ii) any expenses incurred by the City in obtaining a reduction of any such taxes or assessments.
- 11.2 The term "Property Tax Year" shall mean the period of twelve (12) calendar months, beginning on January 1st of each year.
- 11.3 Tenant shall pay, as Additional Rent pursuant to Section 3.2, for such Property Tax Year an amount ("Property Tax Payment") equal to Tenant's pro-rata share of Property Taxes (if any) for such Property Tax Year; said pro-rata share to be determined by the City based upon the ratio of the Demised Premises to the tax lot. If a Property Tax Year ends after the expiration or termination of the term of this Agreement, the Property Tax Payment therefore shall be prorated to correspond to that portion of such Property Tax Year occurring within the term of this Agreement. The Property Tax Payment shall be payable by Tenant immediately upon receipt of notice from the City. A copy of the tax bill(s) or other evidence of such taxes issued by the taxing authorities, together with the City's computation of the Property Tax Payment, will be made available to Tenant once received from the taxing

authorities, if requested by Tenant. Tenant shall pay any difference in the amount between the estimated property taxes and the actual property taxes to the City immediately, upon receipt of request for said payment from the City.

12. Assignment and Subletting.
Intentionally Omitted.

13. Operation, Maintenance and Repair.

13.1 Tenant shall be solely responsible for the operation, maintenance and repair of the Demised Premises. Tenant shall, at its sole expense and responsibility, maintain the Demised Premises, and all fixtures and appurtenances therein, and shall make all repairs thereto, as and when needed, to preserve them in good working order and condition. Tenant shall be responsible for all interior walls and the interior and exterior of all windows and doors, as well as immediate replacement of any and all plate glass or other glass in the Demised Premises which may become broken, using glass of the same or better quality.

The City shall be responsible for the maintenance of the HVAC system, roof, structural exterior of the Building, the structural electrical and plumbing (other than plumbing surrounding any sink(s) and/or toilet(s), including such sink(s) and toilet(s) fixtures, within the Demised Premises), and the common areas. The City shall maintain and/or repair those items that it is responsible for, so as to keep same in proper working condition.

13.2 All damage or injury of any kind to the Demised Premises, and including without limitation its fixtures, glass, appurtenances, and equipment (if any), or to the building fixtures, glass, appurtenances, and equipment, if any, except damage caused by the gross negligence and/or willful misconduct of the City, shall be the sole obligation of Tenant, and shall be repaired, restored or replaced promptly by Tenant, at its sole cost and expense, to the satisfaction of the City.

13.3 All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to or better than the original work or installations and shall be done in good and workmanlike manner.

13.4 If Tenant fails to make such repairs or restorations or replacements, the same may be made by the City, at the expense of Tenant, and all sums spent and expenses incurred by the City shall be collectable by the City and shall be paid by Tenant within three (3) days after submittal of a bill or statement therefore.

13.5 It shall be Tenant's sole obligation and responsibility to insure that any renovations, repairs and/or improvements made by Tenant to the Demised Premises comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.

- 13.6 Tenant Responsibilities for Utilities (not included within Operating Expenses). Tenant is solely responsible for, and shall promptly pay when due, all charges and impact fees for any and all utilities for the Demised Premises **NOT** included as an Operating Expense (pursuant to Subsection 3.2.1).

In addition to other rights and remedies hereinafter reserved to the City, upon the failure of Tenant to pay for such utility services (as contemplated in this Subsection 13.6) when due, the City may elect, at its sole discretion, to pay same, whereby Tenant agrees to promptly reimburse the City upon demand.

In no event, however, shall the City be liable, whether to Tenant or to third parties, for an interruption or failure in the supply of any utilities or services to the Demised Premises.

- 13.7 **TENANT HEREBY ACKNOWLEDGES AND AGREES THAT THE DEMISED PREMISES ARE BEING LEASED IN THEIR PRESENT "AS IS" CONDITION.**

14. Governmental Regulations.

Tenant covenants and agrees to fulfill and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any and all governmental bodies, including but not limited to Federal, State, Miami-Dade County, and City governments, and any and all of their departments and bureaus applicable to the Demised Premises, and shall also comply with and fulfill all rules, orders, and regulations for the prevention of fire, all at Tenant's own expense and responsibility. Tenant shall pay all cost, expenses, claims, fines, penalties, and damages that may be imposed because of the failure of the Tenant to comply with this Section, and shall indemnify and hold harmless the City from all liability arising from each non-compliance.

15. Liens.

Tenant will not permit any mechanics, laborers, or materialman's liens to stand against the Demised Premises or improvements for any labor or materials to Tenant or claimed to have been furnished to Tenant's agents, contractors, or sub-tenants, in connection with work of any character performed or claimed to have performed on said Premises, or improvements by or at the direction or sufferance of the Tenant; provided however, Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give the City reasonable security as may be demanded by the City to insure payment thereof and prevent sale, foreclosure, or forfeiture of the Premises or improvements by reasons of such non-payment. Such security need not exceed one and one half (1½) times the amount of such lien or such claim of lien. Such security shall be posted by Tenant within ten (10) days of written notice from the City, or Tenant may "bond off" the lien according to statutory procedures. Tenant will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

16. Intentionally Omitted.

17. Condemnation.

17.1 If at any time during the Term of this Agreement (including any renewal term hereunder) all or any part or portion of the Demised Premises is taken, appropriated, or condemned by reason of Eminent Domain proceedings, then this Agreement shall be terminated as of the date of such taking, and shall thereafter be completely null and void, and neither of the parties hereto shall thereafter have any rights against the other by reason of this Agreement or anything contained therein, except that any rent prepaid beyond the date of such taking shall be prorated to such date, and Tenant shall pay any and all rents, additional rents, utility charges, and/or other costs for which it is liable under the terms of this Agreement, up to the date of such taking.

17.2 Except as hereunder provided, Tenant shall not be entitled to participate in the proceeds of any award made to the City in any such Eminent Domain proceeding, excepting, however, Tenant shall have the right to claim and recover from the condemning authority, but not from the City, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reasons of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's furniture and fixtures.

18. Default.

18.1 Default by Tenant:

At the City's option, any of the following shall constitute an Event of Default under this Agreement:

18.1.1 The Base Rent, Additional Rent, or any other amounts as may be due and payable by Tenant under this Agreement, or any installment thereof, is not paid promptly when and where due within fifteen (15) days of due date, and Tenant shall not have cured such failure within thirty (30) days after receipt of written notice from the City specifying such default;

18.1.2 The Demised Premises shall be deserted, abandoned, or vacated;

18.1.3 The Tenant shall fail to comply with any material term, provision, condition or covenant contained herein other than the payment of rent and shall not cure such failure within thirty (30) days after the receipt of written notice from the City specifying any such default; or such longer period of time acceptable to the City, at its sole discretion;

18.1.4 Receipt of notice of violation from any governmental authority having jurisdiction dealing with a law, code, regulation, ordinance or the like, which remains uncured for a period of thirty (30) days

from its issuance, or such longer period of time as may be acceptable and approved in writing by the City Manager, at his sole discretion;

- 18.1.5 Any petition is filed by or against Tenant under any section or chapter of the Bankruptcy Act, as amended, which remains pending for more than sixty (60) days, or any other proceedings now or hereafter authorized by the laws of the United States or of any state for the purpose of discharging or extending the time for payment of debts;
- 18.1.6 Tenant shall become insolvent;
- 18.1.7 Tenant shall make an assignment for benefit of creditors;
- 18.1.8 A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter;
- 18.1.9 The leasehold interest is levied on under execution; or
- 18.1.10 Tenant fails to maintain its not-for-profit status in current and good standing, as required pursuant to Subsection 7.3 herein.

19. Rights on Default.

19.1 Rights on Default:

In the event of any default by Tenant as provided herein, City shall have the option to do any of the following, in addition to and not in limitation of, any other remedy permitted by law or by this Agreement;

- 19.1.1 Terminate this Agreement, in which event Tenant shall immediately surrender the Demised Premises to the City, but if Tenant shall fail to do so the City may, without further notice, and without prejudice to any other remedy the City may have for possession or arrearages in rent or damages for breach of contract, enter upon the Demised Premises and expel or remove Tenant and its effects in accordance with law, without being liable for prosecution or any claim for damages therefore, and Tenant agrees to indemnify and hold harmless the City for all loss and damage which the City may suffer by reasons of such Agreement termination, whether through inability to re-let the Demised Premises, or otherwise.
- 19.1.2 Declare the entire amount of the Base Rent and Additional Rent which would become due and payable during the remainder of the term of this Agreement to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents therefore due, at the address of the City, as provided in the Notices section of this Agreement; provided, however, that

such payment shall not constitute a penalty, forfeiture, or liquidated damage, but shall merely constitute payment in advance of the rents for the remainder of said term and such payment shall be considered, construed and taken to be a debt provable in bankruptcy or receivership.

- 19.1.3 Enter the Demised Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefore; remove Tenant's property there from; and re-let the Demised Premises, or portions thereof, for such terms and upon such conditions which the City deems, in its sole discretion, desirable, and to receive the rents therefore, and Tenant shall pay the City any deficiency that may arise by reason of such re-letting, on demand at any time and from time to time at the office of the City; and for the purpose of re-letting, the City may (i) make any repairs, changes, alterations or additions in or to said Demised Premises that may be necessary or convenient; (ii) pay all costs and expenses therefore from rents resulting from re-letting; and (iii) Tenant shall pay the City any deficiency as aforesaid.
- 19.1.4 Take possession of any personal property owned by Tenant on said Demised Premises and sell the same at public or private sale, and apply same to the payment of rent due, holding Tenant liable for the deficiency, if any.
- 19.1.5 It is expressly agreed and understood by and between the parties hereto that any installments of rent accruing under the provisions of this Agreement which shall not be paid when due shall bear interest at the maximum legal rate of interest per annum then prevailing in Florida from the date when the same was payable by the terms hereof, until the same shall be paid by Tenant. Any failure on the City's behalf to enforce this Section shall not constitute a waiver of this provision with respect to future accruals of past due rent. No interest will be charged for payments made within the grace period, such grace period to be defined as within five (5) days from the due date. In addition, there will be a late charge of Fifty (\$50.00) Dollars for any payments submitted after the grace period.
- 19.1.6 If Tenant shall default in making any payment of monies to any person or for any purpose as may be required hereunder, the City may pay such expense but the City shall not be obligated to do so. Tenant, upon the City's paying such expense, shall be obligated to forthwith reimburse the City for the amount thereof. All sums of money payable by Tenant to the City hereunder shall be deemed as rent for use of the Demised Premises and collectable by the City from Tenant as rent, and shall be due from Tenant to the City on the first day of the month following the payment of the expense by the City.

19.1.7 The rights of the City under this Agreement shall be cumulative but not restrictive to those given by law and failure on the part of the City to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

19.2 Default by City:

The failure of the City to perform any of the covenants, conditions and agreements of this Agreement which are to be performed by the City and the continuance of such failure for a period of thirty (30) days after notice thereof in writing from Tenant to the City (which notice shall specify the respects in which Tenant contends that the City failed to perform any such covenant, conditions and agreements) shall constitute a default by the City, unless such default is one which cannot be cured within thirty (30) days because of circumstances beyond the City's control, and the City within such thirty (30) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

However, in the event the City fails to perform within the initial thirty (30) day period provided above, and such failure to perform prevents Tenant from operating its business in a customary manner and causes an undue hardship for Tenant, then such failure to perform (regardless of circumstances beyond its control) as indicated above, shall constitute a default by the City.

19.3 Tenant's Rights on Default:

If an event of the City's default shall occur, Tenant, to the fullest extent permitted by law, shall have the right to pursue any and all remedies available at law or in equity, including the right to sue for and collect damages, including reasonable attorney fees and costs, to terminate this Agreement; provided however, that Tenant expressly acknowledges and agrees that any recovery by Tenant shall be limited to the amount set forth in Subsection 19.4 and Section 32 of this Agreement.

19.4 Limitation of City's Liability in the Event of City's Default:

NOTWITHSTANDING SUBSECTIONS 19.2 AND 19.3 OF THIS AGREEMENT, TENANT AND THE CITY HEREBY ACKNOWLEDGE AND AGREE THAT, AS THE CITY HAS AGREED TO LEASE THE DEMISED PREMISES TO TENANT (AS A NOT-FOR-PROFIT ENTITY) FOR RENT AT SUBSTANTIALLY BELOW-MARKET VALUE, THE CITY'S LIABILITY FOR ANY DAMAGES AND OR OTHER RECOVERABLE COSTS SHALL BE SUBJECT TO THE MAXIMUM AMOUNT AS SET FORTH IN SECTION 32 ("LIMITATION OF LIABILITY") OF THIS AGREEMENT.

20. Indemnity Against Costs and Charges.

20.1 Tenant shall be liable to the City for all costs and charges, expenses, reasonable attorney's fees, and damages which may be incurred or sustained by the City, by reason of Tenant's breach of any of the provisions of this Agreement. Any sums due the City under the provisions of this item

shall constitute a lien against the interest of the Tenant and the Demised Premises and all of Tenant's property situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on said premises and property.

20.2 If Tenant shall at any time be in default hereunder, and if the City shall deem it necessary to engage an attorney to enforce the City's rights and Tenant's obligations hereunder, Tenant will reimburse the City for the reasonable expenses incurred thereby, including, but not limited to, court costs and reasonable attorney's fees, whether suit be brought or not and if suit be brought, then Tenant shall be liable for expenses incurred at both the trial and appellate levels.

21. Indemnification Against Claims.

21.1 Tenant shall indemnify and save the City harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any person, firm, or corporation, for personal injury or property damage occurring upon the Demised Premises or upon any other land or other facility or appurtenance used in connection with the Demised Premises, occasioned in whole or in part by any of the following:

21.1.1 An act or omission on the part of Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant or subcontractor of Tenant;

21.1.2 Any misuse, neglect, or unlawful use of the Demised Premises by Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant or subcontractor of Tenant;

21.1.3 Any breach, violation, or non-performance of any undertaking of Tenant under this Agreement;

21.1.4 Anything growing out of the use or occupancy of the Demised Premises by the Tenant or anyone holding or claiming to hold through or under this Agreement.

21.2 Tenant agrees to pay all damages to the Demised Premises and/or other facilities used in connection therewith, caused by Tenant or any employee, agent, contractor, guest, or invitee of Tenant.

22. Signs and Advertising.

Without the prior written consent of the City Manager, which consent, if given at all, shall be at the City Manager's sole and absolute discretion, Tenant shall not permit the painting and display of any signs, plaques, lettering or advertising material of any kind on or near the Demised Premises. All additional signage shall comply with signage standards established by the City and comply with all applicable building codes, and any other municipal, County, State and Federal laws.

23. Effect of Conveyance.

The term "City" and/or "Landlord" as used in the Agreement means only the owner for the time being of the land and building containing the Demised Premises, so that in the event of any sale of said land and building, or in the event of a lease of said building, the City shall be and hereby is entirely freed and relieved of all covenants and obligations of the City hereunder, and it shall be deemed and construed without further agreement between the parties, or between the parties and the purchaser at such sale, or the lease of this building, that the purchaser or Tenant has assumed and agreed to carry out all covenants and obligations of the City hereunder.

24. Damage to the Demised Premises.

24.1 If the Demised Premises shall be damaged by the elements or other casualty not due to Tenant's negligence, or by fire, but are not thereby rendered untenable, as determined by the City Manager, in his sole discretion, in whole or in part, and such damage is covered by the City's insurance, if any, (hereinafter referred to as "such occurrence"), the City, shall, as soon as possible after such occurrence, utilize the insurance proceeds to cause such damage to be repaired and the Rent (Base Rent and Additional Rent) shall not be abated. If by reason of such occurrence, the Demised Premises shall be rendered untenable, as determined by the City Manager, in his sole discretion, only in part, the City shall as soon as possible utilize the insurance proceeds to cause the damage to be repaired, and the Rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenable; provided however, that the City shall promptly obtain a good faith estimate of the time required to render the Demised Premises tenantable and if such time exceeds sixty (60) days, either party shall have the option of canceling this Agreement.

24.2 If the Demised Premises shall be rendered wholly untenable by reason of such occurrence, the City shall have the option, but not the obligation, in its sole discretion, to utilize the insurance proceeds to cause such damage to be repaired and the Rent meanwhile shall be abated. However, the City shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Demised Premises, and in such event, this Agreement and the tenancy hereby created shall cease as of the date of said occurrence, the Rent to be adjusted as of such date. If the Demised Premises shall be rendered wholly untenable, Tenant shall have the right, to be exercised by notice in writing, delivered to the City within thirty (30) days from and after said occurrence, to elect to terminate this Agreement, the Rent to be adjusted accordingly.

24.3 Notwithstanding any clause contained in this Section 24, if the damage is not covered by the City's insurance, then the City shall have no obligation to repair the damage, but the City shall advise Tenant in writing within thirty (30) days of the occurrence giving rise to the damage and of its decision not to repair, and Tenant may, at any time thereafter, elect to terminate this Agreement, and the Rent shall be adjusted accordingly.

25. Quiet Enjoyment.

Tenant shall enjoy quiet enjoyment of the Demised Premises and shall not be evicted or disturbed in possession of the Demised Premises so long as Tenant complies with the terms of this Agreement.

26. Waiver.

26.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

26.2 A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

26.3 The receipt of any sum paid by Tenant to the City after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as Rent, unless such breach be expressly waived in writing by the City.

27. Notices.

The addresses for all notices required under this Agreement shall be as follows, or at such other address as either party shall be in writing, notify the other:

LANDLORD: City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

With copy to: Asset Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

TENANT: South Florida Workforce Investment Board
Attention: Marian Smith
Assistant Director, Administration
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126

All notices shall be hand delivered and a receipt requested, or by certified mail with

Return receipt requested, and shall be effective upon receipt.

28. Entire and Binding Agreement.

This Agreement contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the City and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Agreement.

29. Provisions Severable.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. Captions.

The captions contained herein are for the convenience and reference only and shall not be deemed a part of this Agreement or construed as in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.

31. Number and Gender.

Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

32. Limitation of Liability.

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of Ten Thousand (\$10,000.00) Dollars. Tenant hereby expresses its willingness to enter into this Agreement with Tenant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Tenant hereby agrees that the City shall not be liable to Tenant for damage in an amount in excess of \$10,000.00 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this Section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

33. Surrender of the Demised Premises.

Tenant shall, on or before the last day of the Term herein demised, or the sooner termination thereof, peaceably and quietly leave, surrender and yield upon to the City the Demised Premises, together with any and all equipment, fixtures, furnishings, appliances or other personal property, if any, located at or on the Demised Premises and used by Tenant in the maintenance, management or operation of the Demised Premises, excluding any trade fixtures or personal

property, if any, which can be removed without material injury to the Demised Premises, free of all liens, claims and encumbrances and rights of others or broom-clean, together with all structural changes, alterations, additions, and improvements which may have been made upon the Demised Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the subsequent provisions of this Section. Any property which pursuant to the provisions of this Section is removable by Tenant on or at the Demised Premises upon the termination of this Agreement and is not so removed may, at the option of the City, be deemed abandoned by Tenant, and either may be retained by the City as its property or may be removed and disposed of at the sole cost of the Tenant in such manner as the City may see fit. If the Demised Premises and personal property, if any, be not surrendered at the end of the Term as provided in this Section, Tenant shall make good the City all damages which the City shall suffer by reason thereof, and shall indemnify and hold harmless the City against all claims made by any succeeding tenant or purchaser, so far as such delay is occasioned by the failure of Tenant to surrender the Demised Premises as and when herein required.

34. Time is of the Essence.
Time is of the essence in every particular and particularly where the obligation to pay money is involved.

35. Venue:
This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

CITY AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND TENANT MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

36. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

37. No Dangerous Materials.
Tenant agrees not to use or permit in the Demised Premises the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida. Any such substances or materials found within

the Demised Premises shall be immediately removed.

Tenant shall indemnify and hold City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Tenant of any "hazardous substance" or "petroleum products" on, in or upon the Demised Premises as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder. The provisions of this Section 37 shall survive the termination or earlier expiration of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed, all as of the day and year first above written, indicating their agreement.

Attest:

CITY OF MIAMI BEACH, FLORIDA

Rafael Granado, CITY CLERK

Philip Levine, MAYOR

Attest:

**SOUTH FLORIDA WORKFORCE
INVESTMENT BOARD**

Signature / Corporate Secretary

Rick Beasley, EXECUTIVE DIRECTOR

Print Name

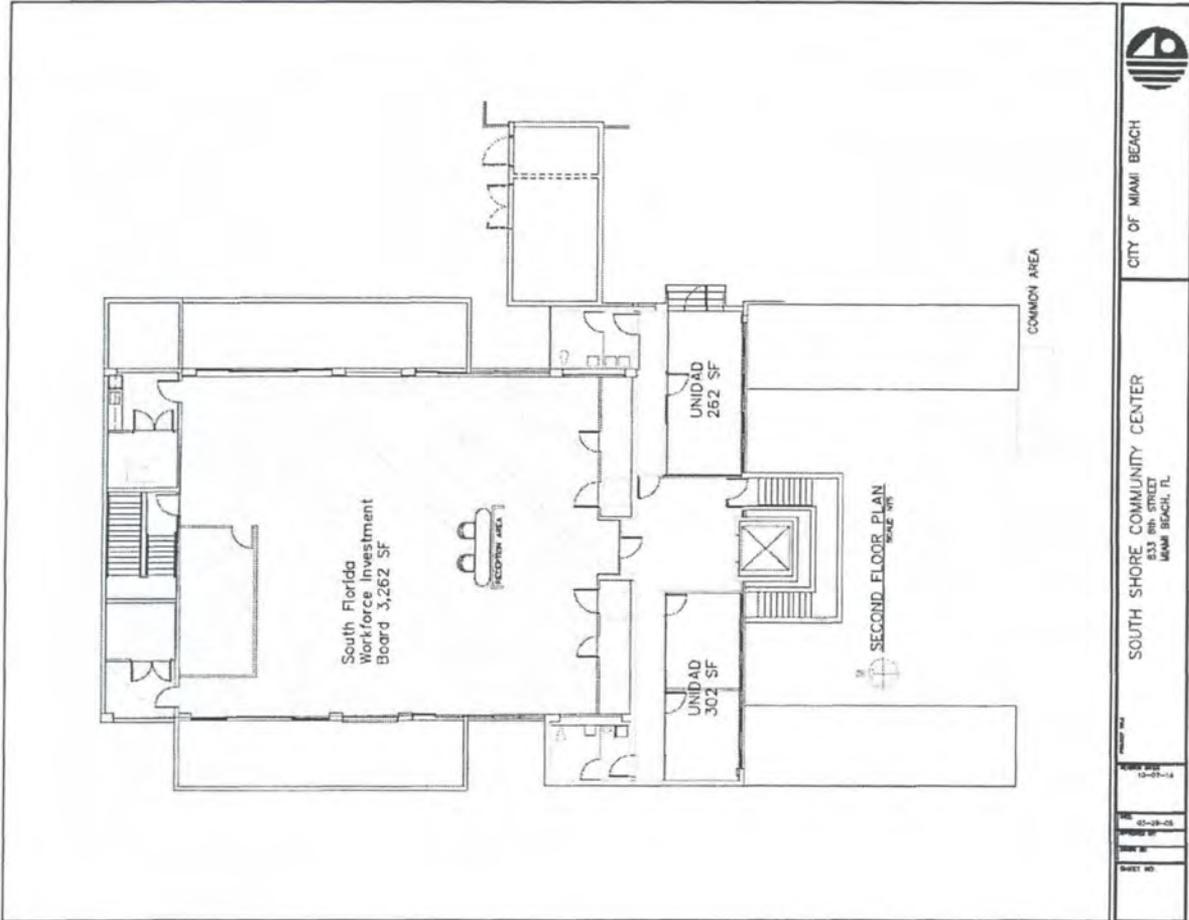
Signature

Print Name

CORPORATE SEAL
(affix seal here)

EXHIBIT 1

Demised Premises



CITY OF MIAMI BEACH

SOUTH SHORE COMMUNITY CENTER
833 9TH STREET
MIAMI BEACH, FL

PROJECT NO.
13-07-14

DATE
03-28-05

SCALE
AS SHOWN

SHEET NO.

EXHIBIT 3.2.1

Operating Expenses

South Shore Community Center 833 6th Street 2013 Fiscal Year Operating Expenses (Total without Insurance)			
		Total Cost	Per Leasable Square Foot Cost
Utilities	Electricity	49,263	3.89
	Water	3,454	0.27
	Sewer	2,951	0.23
	Stormwater (estimate)	2,500	0.20
	Subtotal	\$ 58,172	\$ 4.59
Maintenance	Janitorial	33,189	2.62
	Elevator	1,428	0.11
	Cooling Tower Treatment	1,644	0.13
	Fire Services	362	0.03
	Pest Control	642	0.05
	Repairs & Maintenance	44,691	3.53
	Subtotal	\$ 81,962	\$ 6.47
Insurance	Property Insurance		
	Hurricane Exposure		
	Subtotal	\$ -	\$ -
Total Annual Operating Expenses		\$ 140,135	\$ 11.06

Building Square Footage Distribution			
	<u>1st Floor</u>	<u>2nd Floor</u>	<u>Total</u>
Leasable Area	8,850	3,826	12,676
Common Area	4,198	990	5,188
Total	13,048	4,816	17,864

Exhibit E

Renewal Summary

Tenant	Current Space			Proposed Change	Proposed Space		
	Suite	Sq. Ft.	OEX @ \$7.68		Suite	Sq. Ft.	OEX @ \$11.06
MDC Community Action Agency	1st Floor Office	2,076	\$ 15,935.28	Downsize Same Location	1st Floor Office	691	\$ 7,642.46
JCS of South Florida, Inc. - Meals	1st Floor Storage	289	\$ 2,218.32	Expansion	1st Floor Storage	485	\$ 5,364.10
JCS of South Florida, Inc. - Meals	1st Floor Auditorium	2,792	\$ 5,357.88	No Change	1st Floor Auditorium	2,792	\$ 7,733.84
JCS of South Florida, Inc. - Ride	1st Floor Office	445	\$ 3,415.80	No Change	1st Floor Office	445	\$ 4,921.70
LHANC of Dade County, Inc.	1st Floor Daycare	2,919	\$ 22,406.16	No Change	1st Floor Daycare	2,919	\$ 32,284.14
LHANC of Dade County, Inc.	1st Floor Playground	7,002	\$ -	No Change	1st Floor Playground	7,002	\$ -
UNIDAD of Miami Beach, Inc.	1st Floor 2nd Floor	329 3,826	\$ 31,893.72	Downsize Partial Relocation	1st Floor 2nd Floor	1,518 564	\$ 23,026.92
South Florida Workforce Investment Board	N/A	N/A	N/A	New Lease (Former UNIDAD Space)	2nd Floor	3,262	\$ 36,077.72

Exhibit F

Miami Dade County - Lease Amendment

AMENDMENT NO. 1 TO LEASE AGREEMENT

This Amendment No. 1 to Lease Agreement is entered into this _____ day of _____, 2014 by and between the CITY OF MIAMI BEACH, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, on September 9, 2009, the Mayor and City Commission passed Resolution No. 2009-27186, approving a Lease Agreement between the City and Jewish Community Services of South Florida, Inc. for the use of approximately 2,076 square feet of City-owned property, located on the 1st floor of the South Shore Community Center (a/k/a the 6th Street Community Center or the "Building"), located at 833 Sixth Street, Miami Beach, Florida, 33139; said lease having an initial term of four (4) years and 364 days, commencing retroactively on October 2, 2009, and ending on September 30, 2014; and

WHEREAS, on October 29, 2014, the Mayor and City Commission adopted Resolution No. 2014-_____, accepting the recommendation of the Finance and Citywide Projects Committee and approving and authorizing the Mayor and City Clerk to execute the following Amendment No. 1 to the Lease Agreement; and

NOW THEREFORE, the City and Tenant, for and in consideration of the mutual covenants, agreements and undertakings herein contained, do by these presents mutually covenant and agree to amend the Lease Agreement, as follows:

1. Paragraph 3, on Page 1 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

2,076 691 rentable square feet of air-conditioned office space located on the 1st floor of the South Shore Community Center located at 833 Sixth Street, Miami Beach, Florida 33139, and as more specifically delineated in "Exhibit 1" (Demised Premises), attached hereto and incorporated herein.

2. Paragraph 4, on Page 1 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

To have and to hold unto the said Tenant for a term of ~~four (4) years and 364 days~~ five (5) years, commencing retroactively on ~~October 2, 2009~~ October 1, 2014, subject to the passage of the resolution of the Miami-Dade County Board of County Commissioners (the "Board") approving this Lease Agreement (the "Commencement Date") and terminating on ~~September 30, 2014~~ September 30, 2019.

3. Article I, entitled "Use of Demised Premises", on Pages 1-2 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

Tenant shall be required to meet certain performance benchmarks more specifically described as:

4. Article XXVIII, entitled "Additional Rent (Operating Expenses)", on Pages 2-3 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

In addition to the Base Rent, as set forth in Section 3.1, Tenant shall also pay the following Additional Rent as provided below:

~~Tenant shall pay One Thousand Eight Hundred Sixty Seven Dollars and 18/100 (\$1,867.18) per month, for its proportionate share of "Operating Expenses" which are defined as follows:~~

Throughout the first year of the Term, Tenant shall pay Five Hundred Seven Dollars and 31/100 (\$507.31) per month, for its proportionate share of "Operating Expenses" which are defined below. Throughout the second year of the Term, Tenant shall pay Five Hundred Seventy Two Dollars and 38/100 (\$572.38) per month, for its proportionate share of Operating Expenses. Throughout the third year of the Term, Tenant shall pay Six Hundred Thirty Seven Dollars and 45/100 (\$637.45) per month, for its proportionate share of Operating Expenses. Thereafter, the Operating Expenses shall be subject to adjustment pursuant to below.

"Operating Expenses" shall mean the following costs and expenses incurred in operating, repairing, and maintaining the Common Facilities (as hereinafter defined) and shall include electrical service, water service, sewer service, stormwater costs, maintenance and repairs costs, and janitorial service to the Building (including the Demised Premises).

"Common Facilities" shall mean all Building areas, spaces, equipment, as well as certain services, available for use by or for the benefit of Tenant and/or its employees, agents, servants, volunteers, customers, guests and/or invitees.

Commencing the fourth year of the Term, irrespective ~~irrespective~~ of the items listed above, amounts due by Tenant, associated with Common Facilities Operating Expenses, will be determined based on Tenant's pro-rata share of the items, more specifically described in "Exhibit XXVIII", which is hereby made a part of this Lease Agreement. Pro-rata share shall mean the percent which the Demised Premises bears to the total square footage of leasable space within the Building, which share is hereby agreed to be ~~sixteen (16%)~~ 5.451%. Tenant agrees and understands that the costs incurred for Operating Expenses may increase or decrease and, as such, Tenant's pro-rata share of Operating Expenses shall increase or decrease accordingly.

5. Article XVII, entitled "Option to Renew", on Page 8 of the Lease Agreement, shall be deleted in its entirety.
6. Except as otherwise specifically amended herein, all other terms and conditions of the Lease Agreement by and between the Landlord and Tenant shall remain in full force and effect. In the event there is a conflict between the provisions provided herein and the Lease Agreement, the provisions of this Amendment No. 1 to Lease Agreement shall govern.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

Attest:

CITY OF MIAMI BEACH, FLORIDA

Rafael Granado, CITY CLERK

Philip Levine, MAYOR

Attest:

MIAMI-DADE COUNTY, FLORIDA

Signature

Carlos A. Gimenez, Mayor

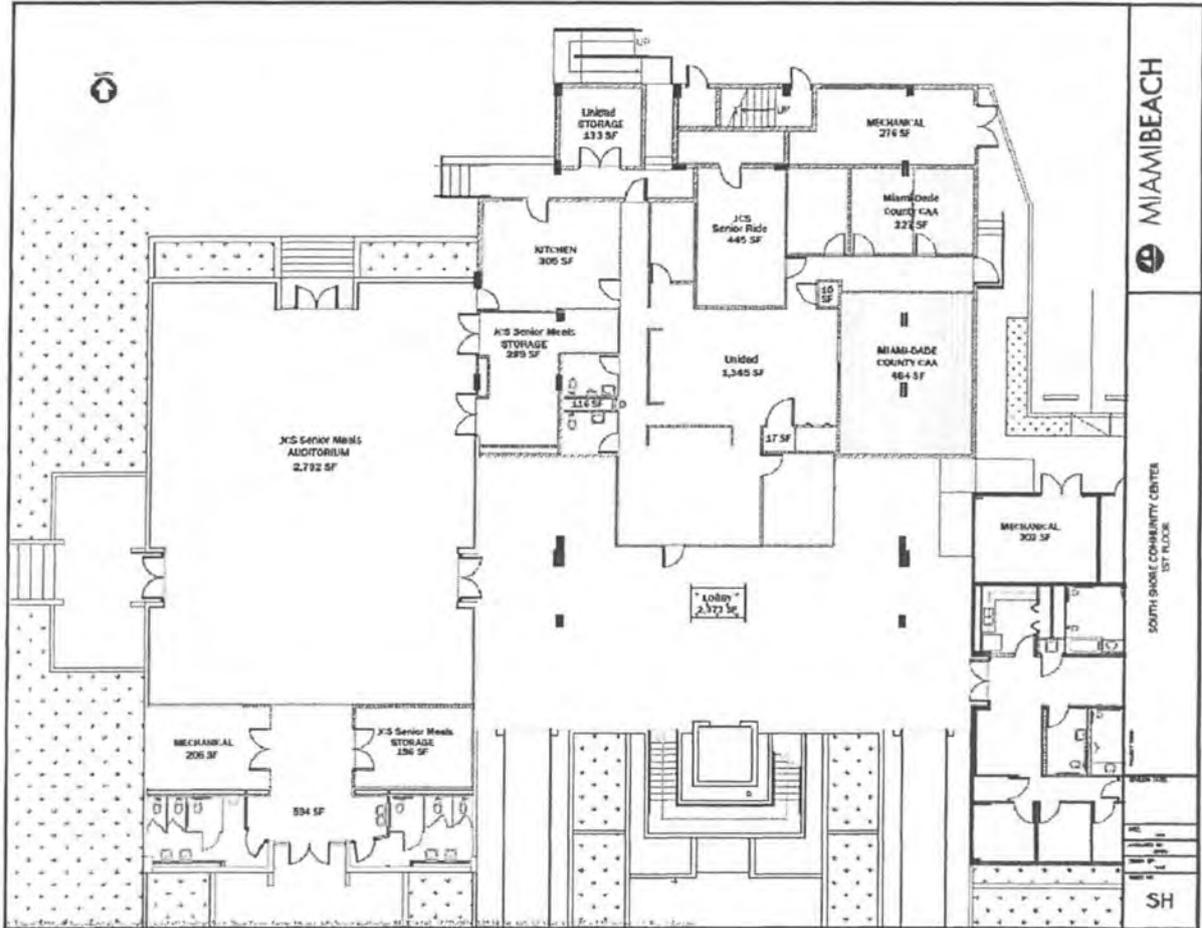
Print Name

Signature

Print Name

CORPORATE SEAL
(affix seal here)

EXHIBIT 1
Demised Premises



833 6th Street
1st Floor

EXHIBIT XXVIII
Additional Rent (Operating Expenses)

South Shore Community Center			
833 6th Street			
2013 Fiscal Year Operating Expenses (Total without Insurance)			
		<u>Total</u>	<u>Per Leasable</u>
		<u>Cost</u>	<u>Square Foot</u>
		<u>Cost</u>	<u>Cost</u>
Utilities	Electricity	49,263	3.89
	Water	3,454	0.27
	Sewer	2,951	0.23
	Stormwater (estimate)	2,500	0.20
	Subtotal	\$ 58,172	\$ 4.59
Maintenance	Janitorial	33,189	2.62
	Elevator	1,428	0.11
	Cooling Tower Treatment	1,644	0.13
	Fire Services	362	0.03
	Pest Control	642	0.05
	Repairs & Maintenance	44,691	3.53
	Subtotal	\$ 81,962	\$ 6.47
Insurance	Property Insurance		
	Hurricane Exposure		
	Subtotal	\$ -	\$ -
Total Annual Operating Expenses		\$ 140,135	\$ 11.06

Building Square Footage Distribution			
	<u>1st Floor</u>	<u>2nd Floor</u>	<u>Total</u>
Leasable Area	8,850	3,826	12,676
Common Area	4,198	990	5,188
Total	13,048	4,816	17,864

Exhibit G

JCS Senior Meals - Lease Amendment

AMENDMENT NO. 1 TO LEASE AGREEMENT

This Amendment No. 1 to Lease Agreement is entered into this _____ day of _____, 2014 by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"), and **JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, on September 9, 2009, the Mayor and City Commission passed Resolution No. 2009-27186, approving a Lease Agreement between the City and Jewish Community Services of South Florida, Inc. for the use of approximately 289 square feet of City-owned property, located on the 1st floor of the South Shore Community Center (a/k/a the 6th Street Community Center or the "Building"), located at 833 Sixth Street, Miami Beach, Florida, 33139; said lease having an initial term of four (4) years and 364 days, commencing on October 2, 2009, and ending on September 30, 2014; and

WHEREAS, on October 29, 2104, the Mayor and City Commission adopted Resolution No. 2014-_____, accepting the recommendation of the Finance and Citywide Projects Committee and approving and authorizing the Mayor and City Clerk to execute the following Amendment No. 1 to the Lease Agreement; and

NOW THEREFORE, the City and Tenant, for and in consideration of the mutual covenants, agreements and undertakings herein contained, do by these presents mutually covenant and agree to amend the Lease Agreement, as follows:

1. Section 1, entitled "Demised Premises", on Page 1 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

Approximately ~~two hundred eighty nine (289)~~ four hundred eighty five (485) square feet of leasable storage space on the 1st floor of the South Shore Community Center (a.k.a. the 6th Street Community Center or the "Building"), located at 833 Sixth Street, Miami Beach, Florida, 33139, and as more specifically delineated in "Exhibit 1", attached hereto and incorporated herein.

2. Section 2, entitled "Term", on Pages 1-2 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

- 2.1 ~~It is the intent of the parties that the term of this Lease Agreement, including any renewal terms, is to run concurrent with the term of that certain Concession Agreement between the City of Miami Beach and~~

~~Jewish Community Services of South Florida, Inc., dated July 15, 2009 (the "Concession Agreement"). Accordingly, Tenant shall be entitled to have and to hold the Demised Premises for an initial term of four years (4) years and three hundred sixty four (364) days, commencing on the 2nd day of October, 2009 (the "Commencement Date"), and ending on the 30th day of September, 2014. Tenant shall be entitled to have and to hold the Demised Premises for a term of five (5) years, retroactively commencing on the 1st day of October, 2014 (the "Commencement Date") and ending on the 30th day of September 2019. For purposes of this Lease Agreement, and including, without limitation, Subsections 2.2 and 2.3 herein, a "contract year" shall be defined as that certain period commencing on the 1st day of October, and ending on the 30th day of September.~~

~~2.2 At the expiration of the initial term herein, and provided that (i) Tenant is in good standing and free from default(s) under Section 18 hereof, and (ii) Tenant continues to utilize the Demised Premises in accordance with the stated purpose(s)/use(s) herein, this Agreement shall be renewed for one (1) additional five (5) year renewal term, which renewal shall be memorialized in writing and executed by the parties hereto (with the City hereby authorizing the City Manager to execute on behalf of the City).~~

~~Notwithstanding the preceding, within ninety (90) days prior to the expiration of the initial term, the City Manager may elect to re-negotiate a reasonable increase in the Rent, and shall provide Tenant with written notice of such election. If, following good-faith negotiations between the City and Tenant, the parties are unable to agree, then the City Manager may further elect to not renew the Agreement, in which case the Agreement will terminate and the City shall have no further liability or obligation to Tenant.~~

~~2.3 Additionally, in the event that the renewal option under the Letter Agreement is not exercised, then this Lease Agreement shall automatically terminate, and shall be null and void and of no further force and effect. Additionally, if, at any time during the term of this Lease Agreement, the Letter Agreement is terminated or otherwise ceases to be of any legal force and effect, for whatever reason whatsoever, then this Lease Agreement shall automatically terminate, and shall be null and void and of no further force and effect.~~

3. Section 3, entitled "Rent", on Pages 2-3 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

3.2 Additional Rent:

In addition to the Base Rent, as set forth in Section 3.1, Tenant shall also pay the following Additional Rent as provided below:

3.2.1 Operating Expenses:
~~Tenant shall pay One Thousand Eight Hundred Sixty Seven Dollars and 18/100 (\$1,867.18) per month, for its proportionate share of "Operating Expenses" which are defined as follows:~~

Throughout the first year of the Term, Tenant shall pay Three Hundred Fifty Six Dollars and 07/100 (\$356.07) per month, for its proportionate share of "Operating Expenses" which are defined below. Throughout the second year of the Term, Tenant shall pay Four Hundred One Dollars and 74/100 (\$401.74) per month, for its proportionate share of Operating Expenses. Throughout the third year of the Term, Tenant shall pay Four Hundred Forty Seven Dollars and 41/100 (\$447.41) per month, for its proportionate share of Operating Expenses. Thereafter, the Operating Expenses shall be subject to adjustment pursuant to Subsection 3.2.1.1 below.

"Operating Expenses" shall mean the following costs and expenses incurred in operating, repairing, and maintaining the Common Facilities (as hereinafter defined) and shall include electrical service, water service, sewer service, stormwater costs, maintenance and repairs costs, and janitorial service to the Building (including the Demised Premises).

"Common Facilities" shall mean all Building areas, spaces, equipment, as well as certain services, available for use by or for the benefit of Tenant and/or its employees, agents, servants, volunteers, customers, guests and/or invitees.

3.2.1.1 Commencing the fourth year of the Term, irrespective ~~irrespective~~ of the items listed above, amounts due by Tenant, associated with Common Facilities Operating Expenses, will be determined based on Tenant's pro-rata share of the items more specifically described in "Exhibit 3.2.1", which is hereby made a part of this Lease Agreement. Pro-rata share shall mean the percent which the Demised Premises bears to the total square footage of leasable space within the Building, which share is hereby agreed to be ~~two (2%) percent~~ 3.826%. Tenant agrees and understands that the costs incurred for Operating Expenses may increase or decrease and, as such, Tenant's pro-rata share of Operating Expenses shall increase or decrease accordingly.

4. Section 7, entitled "Use and Possession of Demised Premises", on Page 5 of the Lease Agreement, shall be amended (~~deleted items struck through and inserted items underlined~~) as follows:

7.4 Tenant shall be required to meet certain performance benchmarks more specifically described as: _____.

5. Except as otherwise specifically amended herein, all other terms and conditions of the Lease Agreement by and between the Landlord and Tenant shall remain in full force and effect. In the event there is a conflict between the provisions provided herein and the Lease Agreement, the provisions of this Amendment No. 1 to Lease Agreement shall govern.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

Attest:

CITY OF MIAMI BEACH, FLORIDA

Rafael Granado, CITY CLERK

Philip Levine, MAYOR

Attest:

**JEWISH COMMUNITY SERVICES OF
SOUTH FLORIDA, INC.**

Signature

Fred Stock, CEO

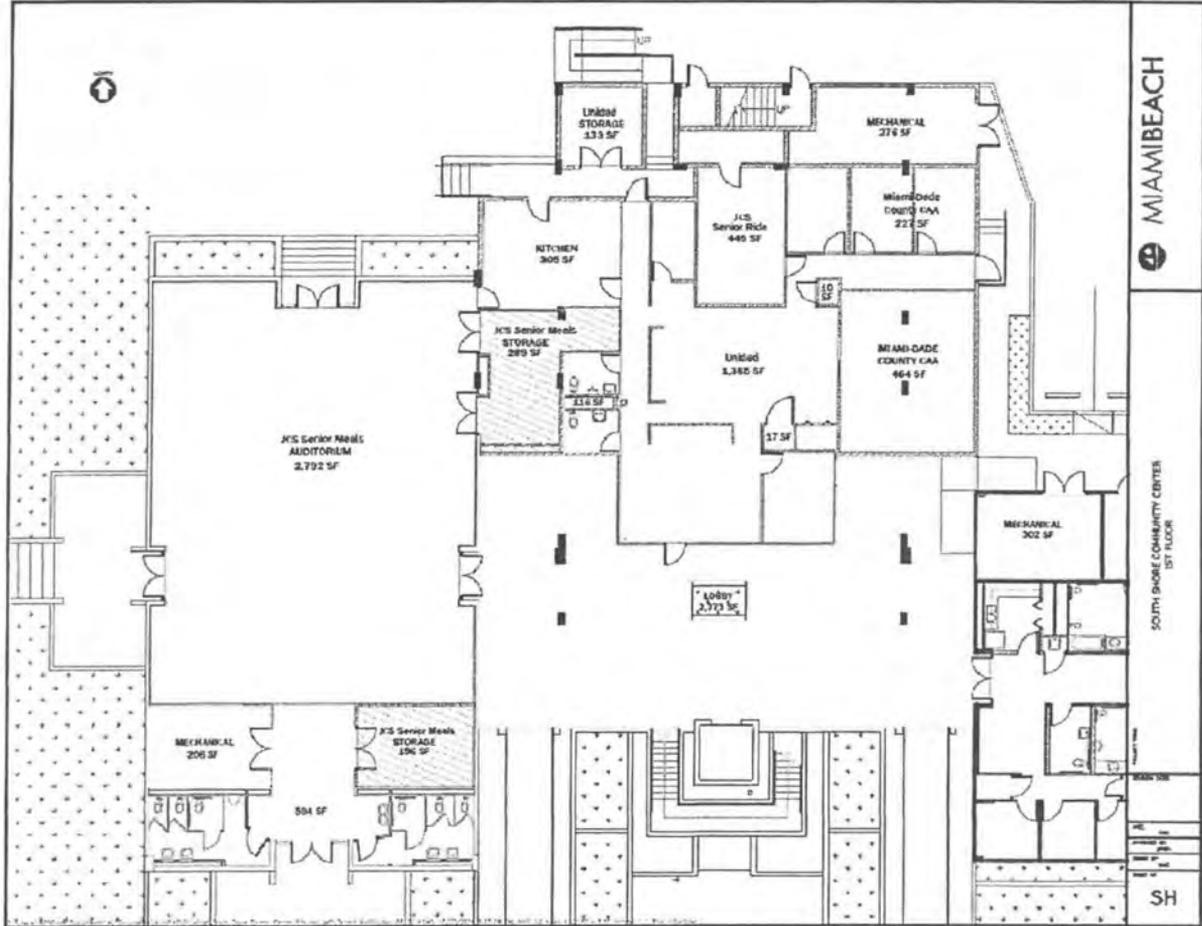
Print Name

Signature

Print Name

CORPORATE SEAL
(affix seal here)

EXHIBIT 1
Demised Premises



833 6th Street
1st Floor

EXHIBIT 3.2.1
Operating Expenses

South Shore Community Center 833 6th Street 2013 Fiscal Year Operating Expenses (Total without Insurance)			
		<u>Total Cost</u>	<u>Per Leasable Square Foot Cost</u>
Utilities	Electricity	49,263	3.89
	Water	3,454	0.27
	Sewer	2,951	0.23
	Stormwater (estimate)	2,500	0.20
	Subtotal	\$ 58,172	\$ 4.59
Maintenance	Janitorial	33,189	2.62
	Elevator	1,428	0.11
	Cooling Tower Treatment	1,644	0.13
	Fire Services	362	0.03
	Pest Control	642	0.05
	Repairs & Maintenance	44,691	3.53
	Subtotal	\$ 81,962	\$ 6.47
Insurance	Property Insurance		
	Hurricane Exposure		
	Subtotal	\$ -	\$ -
Total Annual Operating Expenses		\$ 140,135	\$ 11.06

Building Square Footage Distribution			
	<u>1st Floor</u>	<u>2nd Floor</u>	<u>Total</u>
Leasable Area	8,850	3,826	12,676
Common Area	4,198	990	5,188
Total	13,048	4,816	17,864

Exhibit H

JCS Senior Ride - Lease Amendment

AMENDMENT NO. 1 TO LEASE AGREEMENT

This Amendment No. 1 to Lease Agreement is entered into this _____ day of _____, 2014 by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"), and **JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, on September 9, 2009, the Mayor and City Commission passed Resolution No. 2009-27186, approving a Lease Agreement between the City and Jewish Community Services of South Florida, Inc. for the use of approximately 445 square feet of City-owned property, located on the 1st floor of the South Shore Community Center (a/k/a the 6th Street Community Center or the "Building"), located at 833 Sixth Street, Miami Beach, Florida, 33139; said lease having an initial term of four (4) years and 364 days, commencing on October 2, 2009, and ending on September 30, 2014; and

WHEREAS, on October 29, 2104, the Mayor and City Commission adopted Resolution No. 2014-_____, accepting the recommendation of the Finance and Citywide Projects Committee and approving and authorizing the Mayor and City Clerk to execute the following Amendment No. 1 to the Lease Agreement; and

NOW THEREFORE, the City and Tenant, for and in consideration of the mutual covenants, agreements and undertakings herein contained, do by these presents mutually covenant and agree to amend the Lease Agreement, as follows:

1. Section 2, entitled "Term", on Pages 1-2 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

2.1 ~~Tenant shall be entitled to have and to hold the Demised Premises for an initial term of four years (4) years and three hundred sixty four (364) days, commencing on the 2nd day of October, 2009 (the "Commencement Date"), and ending on the 30th day of September, 2014.~~ Tenant shall be entitled to have and to hold the Demised Premises for a term of five (5) years, retroactively commencing on the 1st day of October, 2014 (the "Commencement Date") and ending on the 30th day of September 2019. For purposes of this Lease Agreement, and including, without limitation, ~~Subsections 2.2 and 2.3 herein,~~ a "contract year" shall be defined as that certain period commencing on the 1st day of October, and ending on the 30th day of September.

~~2.2 At the expiration of the initial term herein, and provided that (i) Tenant is in good standing and free from default(s) under Section 18 hereof, and (ii)~~

~~Tenant continues to utilize the Demised Premises in accordance with the stated purpose(s)/use(s) herein, this Agreement shall be renewed for one (1) additional five (5) year renewal term, which renewal shall be memorialized in writing and executed by the parties hereto (with the City hereby authorizing the City Manager to execute on behalf of the City).~~

~~Notwithstanding the preceding, within ninety (90) days prior to the expiration of the initial term, the City Manager may elect to re-negotiate a reasonable increase in the Rent, and shall provide Tenant with written notice of such election. If, following good-faith negotiations between the City and Tenant, the parties are unable to agree, then the City Manager may further elect to not renew the Agreement, in which case the Agreement will terminate and the City shall have no further liability or obligation to Tenant.~~

~~2.3 Additionally, in the event that the renewal option under the Letter Agreement is not exercised, then this Lease Agreement shall automatically terminate, and shall be null and void and of no further force and effect. Additionally, if, at any time during the term of this Lease Agreement, the Letter Agreement is terminated or otherwise ceases to be of any legal force and effect, for whatever reason whatsoever, then this Lease Agreement shall automatically terminate, and shall be null and void and of no further force and effect.~~

2. Section 3, entitled "Rent", on Pages 2-3 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

3.2 Additional Rent:

In addition to the Base Rent, as set forth in Section 3.1, Tenant shall also pay the following Additional Rent as provided below:

3.2.1 Operating Expenses:

~~Tenant shall pay One Thousand Eight Hundred Sixty Seven Dollars and 18/100 (\$1,867.18) per month, for its proportionate share of "Operating Expenses" which are defined as follows:~~

Throughout the first year of the Term, Tenant shall pay Three Hundred Twenty Six Dollars and 70/100 (\$326.70) per month, for its proportionate share of "Operating Expenses" which are defined below. Throughout the second year of the Term, Tenant shall pay Three Hundred Sixty Eight Dollars and 61/100 (\$368.61) per month, for its proportionate share of Operating Expenses. Throughout the third year of the Term, Tenant shall pay Four Hundred Ten Dollars and 51/100 (\$410.51) per month, for its proportionate share of Operating Expenses. Thereafter, the Operating Expenses shall be subject to adjustment pursuant to Subsection 3.2.1.1 below.

"Operating Expenses" shall mean the following costs and expenses incurred in operating, repairing, and maintaining the Common Facilities (as hereinafter defined) and shall include electrical service, water service, sewer service, stormwater costs, maintenance and repairs costs, and janitorial service to the Building (including the Demised Premises).

"Common Facilities" shall mean all Building areas, spaces, equipment, as well as certain services, available for use by or for the benefit of Tenant and/or its employees, agents, servants, volunteers, customers, guests and/or invitees.

3.2.1.1 Commencing the fourth year of the Term, irrespective ~~Irrespective~~ of the items listed above, amounts due by Tenant, associated with Common Facilities Operating Expenses, will be determined based on Tenant's pro-rata share of the items more specifically described in "Exhibit 3.2.1", which is hereby made a part of this Lease Agreement. Pro-rata share shall mean the percent which the Demised Premises bears to the total square footage of leasable space within the Building, which share is hereby agreed to be ~~four (4%) percent~~ 3.511%. Tenant agrees and understands that the costs incurred for Operating Expenses may increase or decrease and, as such, Tenant's pro-rata share of Operating Expenses shall increase or decrease accordingly.

4. Section 7, entitled "Use and Possession of Demised Premises", on Page 5 of the Lease Agreement, shall be amended (~~deleted items struck through and inserted items underlined~~) as follows:

7.4 Tenant shall be required to meet certain performance benchmarks more specifically described as: _____.

5. Except as otherwise specifically amended herein, all other terms and conditions of the Lease Agreement by and between the Landlord and Tenant shall remain in full force and effect. In the event there is a conflict between the provisions provided herein and the Lease Agreement, the provisions of this Amendment No. 1 to Lease Agreement shall govern.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

Attest:

CITY OF MIAMI BEACH, FLORIDA

Rafael Granado, CITY CLERK

Philip Levine, MAYOR

Attest:

**JEWISH COMMUNITY SERVICES OF
SOUTH FLORIDA, INC.**

Signature

Fred Stock, CEO

Print Name

Signature

Print Name

CORPORATE SEAL
(affix seal here)

EXHIBIT 3.2.1
Operating Expenses

South Shore Community Center 833 6th Street 2013 Fiscal Year Operating Expenses (Total without Insurance)			
		Total Cost	Per Leasable Square Foot Cost
Utilities	Electricity	49,263	3.89
	Water	3,454	0.27
	Sewer	2,951	0.23
	Stormwater (estimate)	2,500	0.20
	Subtotal	\$ 58,172	\$ 4.59
Maintenance	Janitorial	33,189	2.62
	Elevator	1,428	0.11
	Cooling Tower Treatment	1,644	0.13
	Fire Services	362	0.03
	Pest Control	642	0.05
	Repairs & Maintenance	44,691	3.53
	Subtotal	\$ 81,962	\$ 6.47
Insurance	Property Insurance		
	Hurricane Exposure		
	Subtotal	\$ -	\$ -
Total Annual Operating Expenses		\$ 140,135	\$ 11.06

Building Square Footage Distribution			
	<u>1st Floor</u>	<u>2nd Floor</u>	<u>Total</u>
Leasable Area	8,850	3,826	12,676
Common Area	4,198	990	5,188
Total	13,048	4,816	17,864

Exhibit I

JCS Senior Meals – Concession Amendment

AMENDMENT NO. 1 TO CONCESSION AGREEMENT

This Amendment No. 1 to Concession Agreement is entered into this ____ day of _____, 2014 by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"), and **JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Concessionaire").

WITNESSETH:

WHEREAS, on September 9, 2009, the Mayor and City Commission passed Resolution No. 2009-27186, approving a Concession Agreement between the City and Jewish Community Services of South Florida, Inc. for the use of approximately 2,792 square feet of City-owned property, located on the 1st floor of the South Shore Community Center (a/k/a the 6th Street Community Center or the "Building"), located at 833 Sixth Street, Miami Beach, Florida, 33139; said concession agreement having an initial term of four (4) years and 364 days, commencing on October 2, 2009, and ending on September 30, 2014; and

WHEREAS, on October 29, 2104, the Mayor and City Commission adopted Resolution No. 2014-_____, accepting the recommendation of the Finance and Citywide Projects Committee and approving and authorizing the Mayor and City Clerk to execute the following Amendment No. 1 to the Concession Agreement; and

NOW THEREFORE, the City and Concessionaire, for and in consideration of the mutual covenants, agreements and undertakings herein contained, do by these presents mutually covenant and agree to amend the Concession Agreement, as follows:

1. Section 1, entitled "Term", on Page 2 of the Concession Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

1.1 It is the intent of the parties hereto that the term of this Agreement, ~~including any renewal terms~~, is to run concurrent with the term of that certain Lease Agreement between the City of Miami Beach and Jewish Community Services of South Florida, Inc., dated September 9, 2009 (hereinafter, the "Lease Agreement"). Accordingly, this Concession Agreement shall be for an initial term of ~~four (4) years and three hundred sixty four (364) days, commencing on the 2nd day of October, 2009 (the "Commencement Date"), and ending on the 30th day of September, 2014.~~ a term of five (5) years, retroactively commencing on the 1st day of October, 2014 (the "Commencement Date") and ending on the 30th day of September 2019. For purposes of this Agreement, ~~and including, without limitation, Subsection 1.2 below~~, a "contract year" shall be defined as that certain period commencing on the 1st day of October, and ending on the 30th day of September.

~~1.2 At the expiration of the initial term herein, and provided that (i) Concessionaire is in good standing and free from default(s) under Section 13 hereof, and (ii) Concessionaire continues to utilize the Concession Area in accordance with the stated purpose(s)/use(s) herein, this Agreement shall be renewed for one (1) additional five (5) year renewal term, which renewal shall be memorialized in writing and executed by the parties hereto (with the City hereby authorizing the City Manager to execute on behalf of the City).~~

~~Notwithstanding the preceding, within ninety (90) days prior to the expiration of the initial term, the City Manager may elect to re-negotiate a reasonable increase in the Rent, and shall provide Concessionaire with written notice of such election. If, following good-faith negotiations between the City and Concessionaire, the parties are unable to agree, then the City Manager may further elect to not renew the Agreement, in which case the Agreement will terminate and the City shall have no further liability or obligation to Concessionaire.~~

~~1.3 Additionally, in the event that the renewal option for the Lease Agreement is not exercised, then this Concession Agreement shall automatically terminate, and shall be null and void and of no further force and effect. Additionally, if, at any time during the term of this Concession Agreement, the Lease Agreement is terminated or otherwise ceases to be of any legal force and effect, for whatever reason whatsoever, then this Concession Agreement shall automatically terminate, and shall be null and void and of no further force and effect.~~

2. Section 3, entitled "Use(s)", on Page 3 of the Concession Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

3.1.1 Concessionaire shall be required to meet certain performance benchmarks more specifically described as: _____.

3. Section 4, entitled "Concession Fees", on Pages 3-4 of the Concession Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

4.2.1 Operating Expenses.

~~Concessionaire shall pay Four Hundred Forty Six Dollars and 49/100 (\$446.49) per month, for its proportionate share of "Operating Expenses" which are defined as follows:~~

Throughout the first year of the Term, Concessionaire shall pay Five Hundred Twelve Dollars and 45/100 (\$512.45) per month, for its proportionate share of "Operating Expenses" which are defined below. Throughout the second year of the Term, Concessionaire shall pay Five Hundred Seventy Eight Dollars and 18/100 (\$578.18) per month, for its proportionate share of Operating Expenses.

Throughout the third year of the Term, Concessionaire shall pay Six Hundred Forty Three Dollars and 91/100 (\$643.91) per month, for its proportionate share of Operating Expenses. Thereafter, the Operating Expenses shall be subject to adjustment pursuant to Subsection 3.2.1.1 below.

"Operating Expenses" shall mean the following costs and expenses incurred in operating, repairing, and maintaining the Common Facilities (as hereinafter defined) and shall include electrical service, water service, sewer service, stormwater costs, maintenance and repairs costs, and janitorial service to the Building (including the Demised Premises).

"Common Facilities" shall mean all Building areas, spaces, equipment, as well as certain services, available for use by or for the benefit of Concessionaire and/or its employees, agents, servants, volunteers, customers, guests and/or invitees.

Commencing the fourth year of the Term, irrespective ~~irrespective~~ of the items listed above, amounts due by Concessionaire, associated with Common Facilities Operating Expenses, will be determined based on Concessionaire's pro-rata share of the items more specifically described in "Exhibit 4.2.1", which is hereby made a part of this Concession Agreement. Pro-rata share shall mean the percent which the Concession Area bears to the total square footage of leasable space within the Building, which share is hereby agreed to be ~~six (6%) percent~~ 5.506%. Concessionaire agrees and understands that the costs incurred for Operating Expenses may increase or decrease and, as such, Concessionaire's pro-rata share of Operating Expenses shall increase or decrease accordingly.

4. Except as otherwise specifically amended herein, all other terms and conditions of the Concession Agreement by and between the Landlord and Concessionaire shall remain in full force and effect. In the event there is a conflict between the provisions provided herein and the Concession Agreement, the provisions of this Amendment No. 1 to Concession Agreement shall govern.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

Attest:

CITY OF MIAMI BEACH, FLORIDA

Rafael Granado, CITY CLERK

Philip Levine, MAYOR

Attest:

**JEWISH COMMUNITY SERVICES OF
SOUTH FLORIDA, INC.**

Signature

Fred Stock, CEO

Print Name

Signature

Print Name

CORPORATE SEAL
(affix seal here)

EXHIBIT 4.2.1
Operating Expenses

South Shore Community Center 833 6th Street 2013 Fiscal Year Operating Expenses (Total without Insurance)			
		<u>Total Cost</u>	<u>Per Leasable Square Foot Cost</u>
Utilities	Electricity	49,263	3.89
	Water	3,454	0.27
	Sewer	2,951	0.23
	Stormwater (estimate)	2,500	0.20
	Subtotal	\$ 58,172	\$ 4.59
Maintenance	Janitorial	33,189	2.62
	Elevator	1,428	0.11
	Cooling Tower Treatment	1,644	0.13
	Fire Services	362	0.03
	Pest Control	642	0.05
	Repairs & Maintenance	44,691	3.53
	Subtotal	\$ 81,962	\$ 6.47
Insurance	Property Insurance		
	Hurricane Exposure		
	Subtotal	\$ -	\$ -
Total Annual Operating Expenses		\$ 140,135	\$ 11.06

Building Square Footage Distribution			
	<u>1st Floor</u>	<u>2nd Floor</u>	<u>Total</u>
Leasable Area	8,850	3,826	12,676
Common Area	4,198	990	5,188
Total	13,048	4,816	17,864

Exhibit J
LHANC - Lease Amendment

AMENDMENT NO. 1 TO LEASE AGREEMENT

This Amendment No. 1 to Lease Agreement is entered into this _____ day of _____, 2014 by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"), and **LITTLE HAVANA ACTIVITIES & NUTRITION CENTERS OF DADE COUNTY, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, on September 9, 2009, the Mayor and City Commission passed Resolution No. 2009-27186, approving a Lease Agreement between the City and Little Havana Activities & Nutrition Centers of Dade County, Inc. for the use of approximately 2,919 square feet of City-owned property, located on the 1st floor of the South Shore Community Center (a/k/a the 6th Street Community Center or the "Building"), located at 833 Sixth Street, Miami Beach, Florida, 33139; said lease having an initial term of four (4) years and 364 days, commencing on October 2, 2009, and ending on September 30, 2014; and

WHEREAS, on October 29, 2014, the Mayor and City Commission adopted Resolution No. 2014-_____, accepting the recommendation of the Finance and Citywide Projects Committee and approving and authorizing the Mayor and City Clerk to execute the following Amendment No. 1 to the Lease Agreement; and

NOW THEREFORE, the City and Tenant, for and in consideration of the mutual covenants, agreements and undertakings herein contained, do by these presents mutually covenant and agree to amend the Lease Agreement, as follows:

1. Section 1, entitled "Demised Premises", on Page 1 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

Approximately 2,919 square feet of leasable space on the 1st floor of the South Shore Community Center (a.k.a. the 6th Street Community Center or the "Building"), located at 833 Sixth Street, Miami Beach, Florida, 33139, and as more specifically delineated in "~~Exhibit 1~~" "Exhibit 1-A", attached hereto and incorporated herein, and approximately 7,002 square feet of exterior playground area, located adjacent to the interior daycare space, and as more specifically delineated in "Exhibit 1-B", attached hereto and incorporated herein.

Notwithstanding the previous sentence, Tenant shall not be required to pay Rent for the playground area.

2. Section 2, entitled "Term", on Pages 1-2 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

2.1 ~~It is the intent of the parties that the term of this Lease Agreement, including any renewal terms, is to run concurrent with the term of that certain Letter Agreement between the City of Miami Beach and Little Havana Activities & Nutrition Centers of Dade County, Inc., dated July 15, 2009 (the "Letter Agreement"). Accordingly, Tenant shall be entitled to have and to hold the Demised Premises for an initial term of four years (4) years and three hundred sixty four (364) days, commencing on the 2nd day of October, 2009 (the "Commencement Date"), and ending on the 30th day of September, 2014. Tenant shall be entitled to have and to hold the Demised Premises for a term of five (5) years, retroactively commencing on the 1st day of October, 2014 (the "Commencement Date") and ending on the 30th day of September 2019.~~ For purposes of this Lease Agreement, and including, without limitation, Subsections 2.2 and 2.3 herein, a "contract year" shall be defined as that certain period commencing on the 1st day of October, and ending on the 30th day of September.

2.2 ~~At the expiration of the initial term herein, and provided that (i) Tenant is in good standing and free from default(s) under Section 18 hereof, and (ii) Tenant continues to utilize the Demised Premises in accordance with the stated purpose(s)/use(s) herein, this Agreement shall be renewed for one (1) additional five (5) year renewal term, which renewal shall be memorialized in writing and executed by the parties hereto (with the City hereby authorizing the City Manager to execute on behalf of the City).~~

~~Notwithstanding the preceding, within ninety (90) days prior to the expiration of the initial term, the City Manager may elect to re-negotiate a reasonable increase in the Rent, and shall provide Tenant with written notice of such election. If, following good-faith negotiations between the City and Tenant, the parties are unable to agree, then the City Manager may further elect to not renew the Agreement, in which case the Agreement will terminate and the City shall have no further liability or obligation to Tenant.~~

2.3 ~~Additionally, in the event that the renewal option under the Letter Agreement is not exercised, then this Lease Agreement shall automatically terminate, and shall be null and void and of no further force and effect. Additionally, if, at any time during the term of this Lease Agreement, the Letter Agreement is terminated or otherwise ceases to be of any legal force and effect, for whatever reason whatsoever, then this Lease Agreement shall automatically terminate, and shall be null and void and of no further force and effect.~~

3. Section 3, entitled "Rent", on Pages 2-3 of the Lease Agreement, shall be amended (~~deleted items struck through and inserted items underlined~~) as follows:

3.2 Additional Rent:

In addition to the Base Rent, as set forth in Section 3.1, Tenant shall also pay the following Additional Rent as provided below:

3.2.1 Operating Expenses:

~~Tenant shall pay One Thousand Eight Hundred Sixty Seven Dollars and 18/100 (\$1,867.18) per month, for its proportionate share of "Operating Expenses" which are defined as follows:~~

Throughout the first year of the Term, Tenant shall pay Two Thousand One Hundred Forty Three Dollars and 03/100 (\$2,143.03) per month, for its proportionate share of "Operating Expenses" which are defined below. Throughout the second year of the Term, Tenant shall pay Two Thousand Four Hundred Seventeen Dollars and 91/100 (\$2,417.91) per month, for its proportionate share of Operating Expenses. Throughout the third year of the Term, Tenant shall pay Two Thousand Six Hundred Ninety Two Dollars and 78/100 (\$2,692.78) per month, for its proportionate share of Operating Expenses. Thereafter, the Operating Expenses shall be subject to adjustment pursuant to Subsection 3.2.1.1 below.

"Operating Expenses" shall mean the following costs and expenses incurred in operating, repairing, and maintaining the Common Facilities (as hereinafter defined) and shall include electrical service, water service, sewer service, stormwater costs, maintenance and repairs costs, and janitorial service to the Building (including the Demised Premises).

"Common Facilities" shall mean all Building areas, spaces, equipment, as well as certain services, available for use by or for the benefit of Tenant and/or its employees, agents, servants, volunteers, customers, guests and/or invitees.

- 3.2.1.1 Commencing the fourth year of the Term, irrespective ~~irrespective~~ of the items listed above, amounts due by Tenant, associated with Common Facilities Operating Expenses, will be determined based on Tenant's pro-rata share of the items more specifically described in "Exhibit 3.2.1", which is hereby made a part of this Lease Agreement. Pro-rata share shall mean the percent which the Demised Premises bears to the total square footage of leasable space within the Building, which share is hereby agreed to be ~~twenty three (23%) percent~~ 23.028%. Tenant agrees and understands that the costs incurred for Operating Expenses may increase or decrease and, as such,

Tenant's pro-rata share of Operating Expenses shall increase or decrease accordingly.

4. Section 7, entitled "Use and Possession of Demised Premises", on Page 5 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

7.4 Tenant shall be required to meet certain performance benchmarks more specifically described as: _____.

5. Except as otherwise specifically amended herein, all other terms and conditions of the Lease Agreement by and between the Landlord and Tenant shall remain in full force and effect. In the event there is a conflict between the provisions provided herein and the Lease Agreement, the provisions of this Amendment No. 1 to Lease Agreement shall govern.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

Attest:

CITY OF MIAMI BEACH, FLORIDA

Rafael Granado, CITY CLERK

Philip Levine, MAYOR

Attest:

**LITTLE HAVANA ACTIVITIES AND
NUTRITION CENTER OF DADE
COUNTY, INC.**

Signature

Ramon Perez Dorrbecker, President

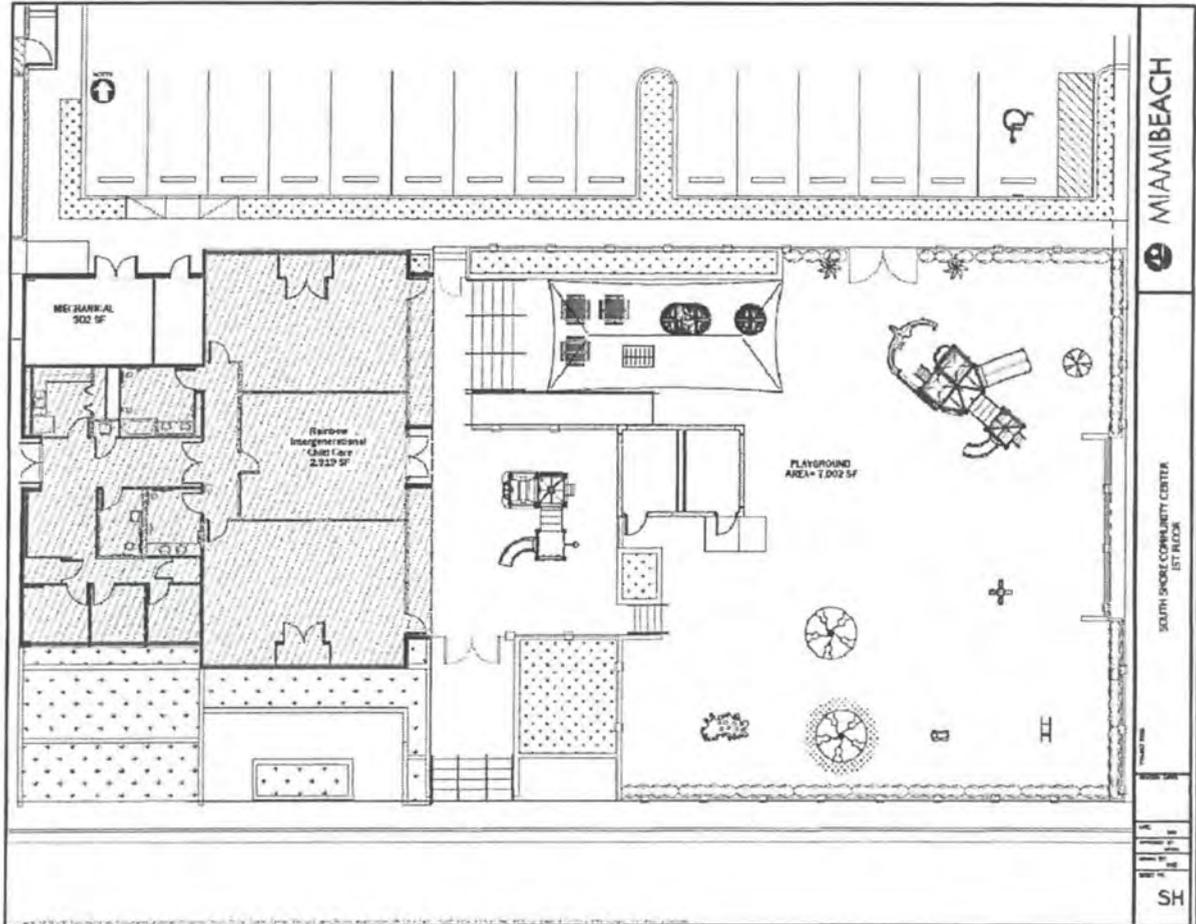
Print Name

Signature

Print Name

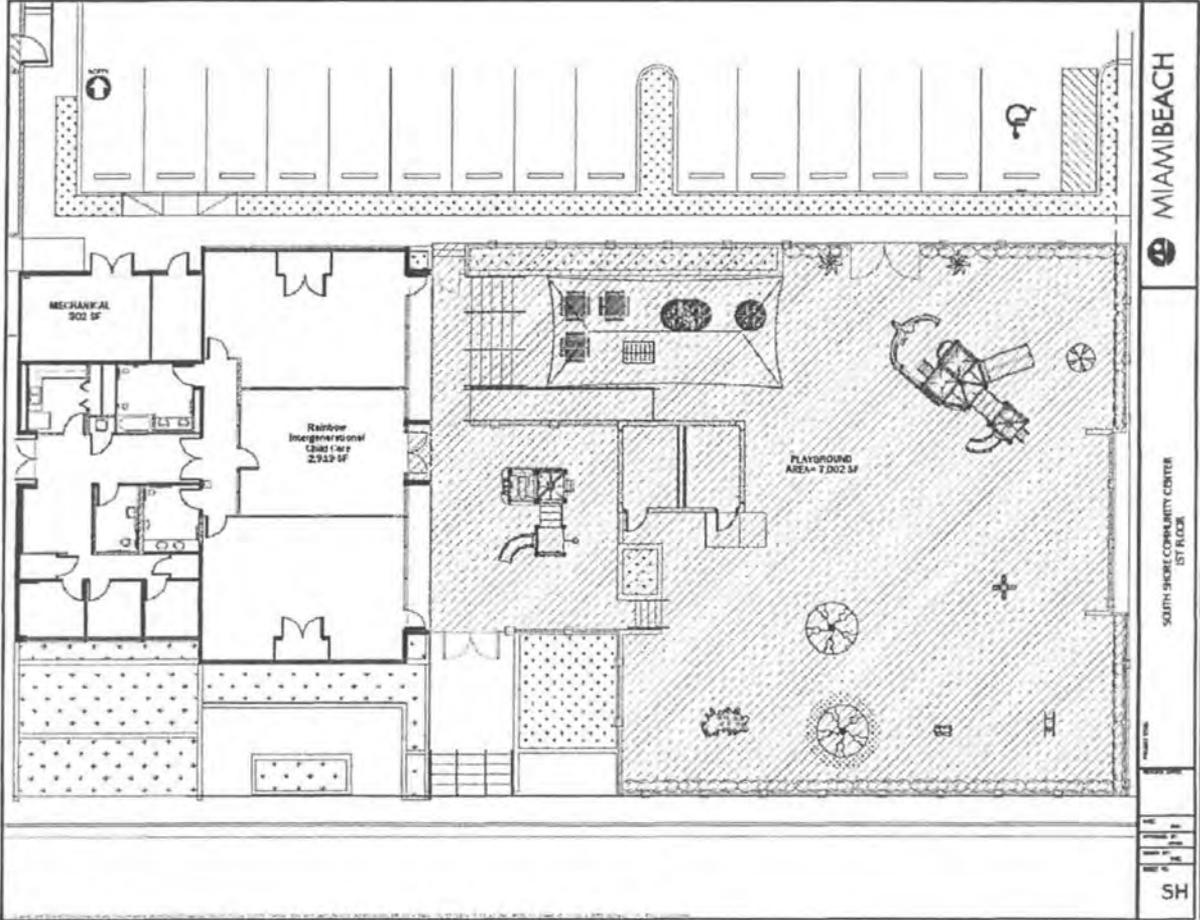
CORPORATE SEAL
(affix seal here)

EXHIBIT 1-A
Demised Premises (Daycare)



833 6th Street
1st Floor

EXHIBIT 1-B
Demised Premises (Playground)



833 6th Street
1st Floor

EXHIBIT 3.2.1
Operating Expenses

South Shore Community Center 833 6th Street 2013 Fiscal Year Operating Expenses (Total without Insurance)			
		<u>Total Cost</u>	<u>Per Leasable Square Foot Cost</u>
Utilities	Electricity	49,263	3.89
	Water	3,454	0.27
	Sewer	2,951	0.23
	Stormwater (estimate)	2,500	0.20
	Subtotal	\$ 58,172	\$ 4.59
Maintenance	Janitorial	33,189	2.62
	Elevator	1,428	0.11
	Cooling Tower Treatment	1,644	0.13
	Fire Services	362	0.03
	Pest Control	642	0.05
	Repairs & Maintenance	44,691	3.53
	Subtotal	\$ 81,962	\$ 6.47
Insurance	Property Insurance		
	Hurricane Exposure		
	Subtotal	\$ -	\$ -
Total Annual Operating Expenses		\$ 140,135	\$ 11.06

Building Square Footage Distribution			
	<u>1st Floor</u>	<u>2nd Floor</u>	<u>Total</u>
Leasable Area	8,850	3,826	12,676
Common Area	4,198	990	5,188
Total	13,048	4,816	17,864

Exhibit K
UNIDAD - Lease Amendment

AMENDMENT NO. 1 TO LEASE AGREEMENT

This Amendment No. 1 to Lease Agreement is entered into this _____ day of _____, 2014 by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"), and **UNIDAD OF MIAMI BEACH, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, on September 9, 2009, the Mayor and City Commission passed Resolution No. 2009-27186, approving a Lease Agreement between the City and Jewish Community Services of South Florida, Inc. for the use of approximately 329 square feet of City-owned property located on the 1st floor, and approximately 3,826 square feet of City-owned property located on the 2nd floor, of the South Shore Community Center (a/k/a the 6th Street Community Center or the "Building"), located at 833 Sixth Street, Miami Beach, Florida, 33139; said lease having an initial term of four (4) years and 364 days, commencing on October 2, 2009, and ending on September 30, 2014; and

WHEREAS, on October 29, 2104, the Mayor and City Commission adopted Resolution No. 2014-_____, accepting the recommendation of the Finance and Citywide Projects Committee and approving and authorizing the Mayor and City Clerk to execute the following Amendment No. 1 to the Lease Agreement; and

NOW THEREFORE, the City and Tenant, for and in consideration of the mutual covenants, agreements and undertakings herein contained, do by these presents mutually covenant and agree to amend the Lease Agreement, as follows:

1. Section 1, entitled "Demised Premises", on Page 1 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:
 - 1-A. Approximately ~~three hundred twenty nine (329)~~ 133 square feet of storage space, and approximately 1,385 square feet of office space, on the 1st floor, of the South Shore Community Center (a.k.a. the 6th Street Community Center or the "Building"), located at 833 Sixth Street, Miami Beach, Florida, 33139, and as more specifically delineated in "Exhibit 1-A", attached hereto and incorporated herein; and
 - 1-B. Approximately ~~3,826~~ 564 square feet of leasable office space on the 2nd floor of the Building, and as more specifically delineated in "Exhibit 1-B", attached hereto and incorporated herein.
2. Section 2, entitled "Term", on Pages 1-2 of the Lease Agreement, shall be

amended (*deleted items struck through and inserted items underlined*) as follows:

2.1 ~~Tenant shall be entitled to have and to hold the Demised Premises for an initial term of four years (4) years and three hundred sixty four (364) days, commencing on the 2nd day of October, 2009 (the "Commencement Date"), and ending on the 30th day of September, 2014.~~ Tenant shall be entitled to have and to hold the Demised Premises for a term of five (5) years, retroactively commencing on the 1st day of October, 2014 (the "Commencement Date") and ending on the 30th day of September 2019. For purposes of this Lease Agreement, and including, without limitation, Subsections 2.2 and 2.3 herein, a "contract year" shall be defined as that certain period commencing on the 1st day of October, and ending on the 30th day of September.

2.2 ~~At the expiration of the initial term herein, and provided that (i) Tenant is in good standing and free from default(s) under Section 18 hereof, and (ii) Tenant continues to utilize the Demised Premises in accordance with the stated purpose(s)/use(s) herein, this Agreement shall be renewed for one (1) additional five (5) year renewal term, which renewal shall be memorialized in writing and executed by the parties hereto (with the City hereby authorizing the City Manager to execute on behalf of the City).~~

~~Notwithstanding the preceding, within ninety (90) days prior to the expiration of the initial term, the City Manager may elect to re-negotiate a reasonable increase in the Rent, and shall provide Tenant with written notice of such election. If, following good faith negotiations between the City and Tenant, the parties are unable to agree, then the City Manager may further elect to not renew the Agreement, in which case the Agreement will terminate and the City shall have no further liability or obligation to Tenant.~~

2.3 ~~Additionally, in the event that the renewal option under the Letter Agreement is not exercised, then this Lease Agreement shall automatically terminate, and shall be null and void and of no further force and effect. Additionally, if, at any time during the term of this Lease Agreement, the Letter Agreement is terminated or otherwise ceases to be of any legal force and effect, for whatever reason whatsoever, then this Lease Agreement shall automatically terminate, and shall be null and void and of no further force and effect.~~

3. Section 3, entitled "Rent", on Pages 2-3 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

3.2 Additional Rent:

In addition to the Base Rent, as set forth in Section 3.1, Tenant shall also pay the following Additional Rent as provided below:

3.2.1 Operating Expenses:

~~Tenant shall pay One Thousand Eight Hundred Sixty Seven Dollars and 18/100 (\$1,867.18) per month, for its proportionate share of "Operating Expenses" which are defined as follows:~~

Throughout the first year of the Term, Tenant shall pay One Thousand Five Hundred Twenty Eight Dollars and 54/100 (\$1,528.54) per month, for its proportionate share of "Operating Expenses" which are defined below. Throughout the second year of the Term, Tenant shall pay One Thousand Seven Hundred Twenty Four Dollars and 59/100 (\$1,724.59) per month, for its proportionate share of Operating Expenses. Throughout the third year of the Term, Tenant shall pay One Thousand Nine Hundred Twenty Dollars and 65/100 (\$1,920.65) per month, for its proportionate share of Operating Expenses. Thereafter, the Operating Expenses shall be subject to adjustment pursuant to Subsection 3.2.1.1 below.

"Operating Expenses" shall mean the following costs and expenses incurred in operating, repairing, and maintaining the Common Facilities (as hereinafter defined) and shall include electrical service, water service, sewer service, stormwater costs, maintenance and repairs costs, and janitorial service to the Building (including the Demised Premises).

"Common Facilities" shall mean all Building areas, spaces, equipment, as well as certain services, available for use by or for the benefit of Tenant and/or its employees, agents, servants, volunteers, customers, guests and/or invitees.

- 3.2.1.1 Commencing the fourth year of the Term, irrespective ~~Irrespective~~ of the items listed above, amounts due by Tenant, associated with Common Facilities Operating Expenses, will be determined based on Tenant's pro-rata share of the items more specifically described in "Exhibit 3.2.1", which is hereby made a part of this Lease Agreement. Pro-rata share shall mean the percent which the Demised Premises bears to the total square footage of leasable space within the Building, which share is hereby agreed to be ~~thirty three (33%) percent~~ 16.425%. Tenant agrees and understands that the costs incurred for Operating Expenses may increase or decrease and, as such, Tenant's pro-rata share of Operating Expenses shall increase or decrease accordingly.

4. Section 7, entitled "Use and Possession of Demised Premises", on Page 5 of the Lease Agreement, shall be amended (~~deleted items struck through and inserted items underlined~~) as follows:

- 7.1 The Demised Premises shall be used by the Tenant solely for the purpose(s) of storage space (1-A) and administrative offices (1-B) for the ~~Miami Beach One Stop Career Center and South Florida Workforce Career Center which assist~~ assisting employers and job seekers with employment services, labor market information, and provide training for economically disadvantaged individuals. Said Premises shall be open for operation a minimum of five (5) days a week, with minimum hours of operation being as follows:

Monday – Friday: 8:00 AM to 5:00 PM

Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

7.4 Tenant shall be required to meet certain performance benchmarks more specifically described as: _____.

5. Except as otherwise specifically amended herein, all other terms and conditions of the Lease Agreement by and between the Landlord and Tenant shall remain in full force and effect. In the event there is a conflict between the provisions provided herein and the Lease Agreement, the provisions of this Amendment No. 1 to Lease Agreement shall govern.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

Attest:

CITY OF MIAMI BEACH, FLORIDA

Rafael Granado, CITY CLERK

Philip Levine, MAYOR

Attest:

UNIDAD OF MIAMI BEACH, INC.

Signature

Margarita Cepeda, Executive Director

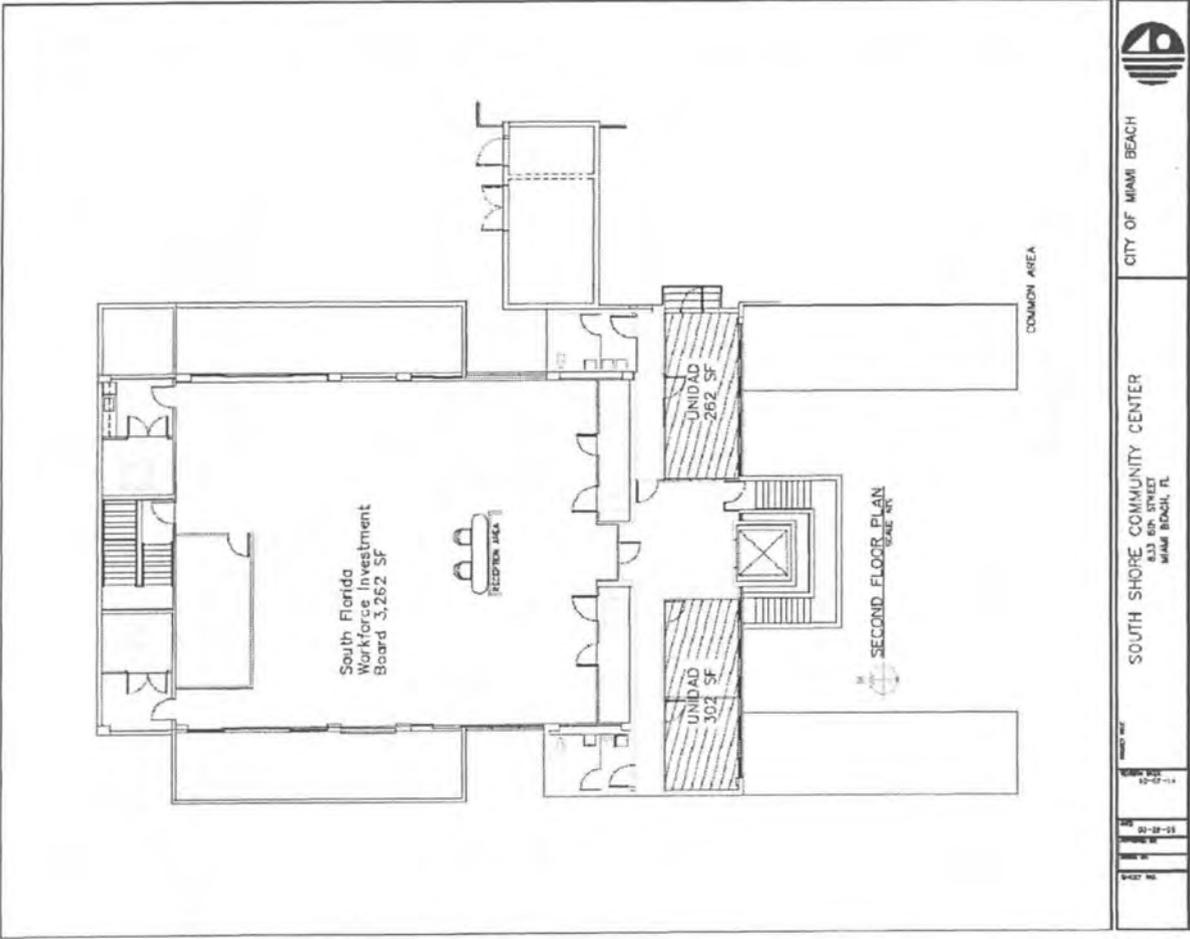
Print Name

Signature

Print Name

CORPORATE SEAL
(affix seal here)

EXHIBIT 1-B
Demised Premises



833 6th Street
1st Floor



CITY OF MIAMI BEACH

SOUTH SHORE COMMUNITY CENTER
1335 SHORE DR
MIAMI BEACH, FL

DATE	02-07-14
BY	
FOR	
BY	
FOR	

EXHIBIT 3.2.1
Operating Expenses

South Shore Community Center 833 6th Street 2013 Fiscal Year Operating Expenses (Total without Insurance)			
		Total Cost	Per Leasable Square Foot Cost
Utilities	Electricity	49,263	3.89
	Water	3,454	0.27
	Sewer	2,951	0.23
	Stormwater (estimate)	2,500	0.20
	Subtotal	\$ 58,172	\$ 4.59
Maintenance	Janitorial	33,189	2.62
	Elevator	1,428	0.11
	Cooling Tower Treatment	1,644	0.13
	Fire Services	362	0.03
	Pest Control	642	0.05
	Repairs & Maintenance	44,691	3.53
	Subtotal	\$ 81,962	\$ 6.47
Insurance	Property Insurance		
	Hurricane Exposure		
	Subtotal	\$ -	\$ -
Total Annual Operating Expenses		\$ 140,135	\$ 11.06

Building Square Footage Distribution			
	1st Floor	2nd Floor	Total
Leasable Area	8,850	3,826	12,676
Common Area	4,198	990	5,188
Total	13,048	4,816	17,864

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: October 17, 2014

SUBJECT: **DISCUSSION TO PERMIT THE VACATION OF A RIGHT-OF-WAY PARCEL ON THE NORTH SIDE OF 5860 NORTH BAY ROAD AND APPROVE A PUBLIC ACCESS AND (UTILITY) EASEMENT, TO FACILITATE THE CITY'S STORM WATER IMPROVEMENTS ON THE SOUTH SIDE OF THE SAME PROPERTY**

The following discussion item was referred by Commissioner Grieco at the September 10, 2014 City Commission.

BACKGROUND

West 59th Street End (located westerly of North Bay Road) is a 50-foot wide City owned right of way (ROW), per the Recorded Subdivision Plat of La Gorce-Golf Subdivision, dated April 8, 1925 by Miami Beach Bay Shore Co..

On said Subdivision Plat, westerly of and adjacent to the westerly end of West 59th Street, there is an unnumbered parcel shown, approximately 30 feet by 50 feet. Mr. Robert J. Schidler is listed as a previous owner of the unnumbered parcel, as well as previous owner of the southerly and adjacent Lot 25 (the unnumbered parcel is subject to a utility easement from subdivision developer Miami Beach Bay Shore Co., to the City of Miami Beach, dated June 29, 1925).

At its December 18, 1991 meeting, the City Commission approved Resolution No. 91-20423, granting Mr. Schindler a revocable permit to construct a wrought iron fence and automatic gate, across the City owned West 59th Street ROW.

Ambassa Holdings, Inc. c/o Christian Berdoure, current owner of said parcels, is requesting that the City vacate its ROW, located at the westerly end of West 59th Street (ATTACHMENT A), in exchange for a ROW over the Southerly Portion of Lot 25. The property owner will compensate the City for the differential cost and the cost of relocating the stormwater outfall.

Pursuant to the City's existing administrative policies and procedures to consider the vacation of the City streets, alleys, and/or rights-of-way, which also require compliance with Article II, Sections 82-36 through 82-40 of the City Code (which establish procedures governing the sale or lease of public property), in addition to the previously mentioned application, prior to considering a request for vacation, the following requirements must be satisfied:

- 1) The title of the Resolution approving the proposed vacation shall be heard by the City Commission on two separate meeting dates, with the second reading to be accompanied by a duly noticed public hearing, in order to obtain citizen input into the proposed vacation;
- 2) The proposed vacation shall be transmitted to the Finance and Citywide Projects Committee for its review;
- 3) In order for the City Commission and the public to be fully appraised of all conditions relating to the proposed vacation, the City's Planning Department shall prepare a written planning analysis, to be submitted to the City Commission concurrent with its consideration of the proposed vacation; and
- 4) The City shall obtain an independent appraisal of the fair market value of the property proposed to be vacated.

On June 20, 2014, the City's Public Works Department obtained an independent appraisal from Lee H. Waronker, MAI, SRA (ATTACHMENT B) of the fair market value of the proposed parcel to be vacated.

Although the City's procedures for the lease of sale or sale of public property also require an advertised public bidding process, the requirement may also be waived by 5/7th vote of the City Commission.

The vacation of this City ROW and replacement with a new ROW to the south serves a public purpose, by providing direct access to the water as the current ROW stops 30 feet short of waters' edge.

CONCLUSION

The following is presented to the members of the FCWPC Committee for discussion and further direction.

- Attachment: A. Sketch of proposed vacation.
B. West 59th Street appraisal


JLM/MT/ETC/BAM/BB

F:\WORK\SALL\1) EMPLOYEE FOLDERS\FIORELLA SARMIENTO\FINANCE COMMITTEE- ALL
ITEMS\Discussion - West 59th Street.docx

Summary of Pertinent Data

Location:	Along the west side of North Bay Road, between West 58th and West 59th Streets, Miami Beach, Miami-Dade FL	
Address (main parcel):	5860 North Bay Road Miami Beach, FL 33154	
Type of Use:	Single-family residential land	
Zoning:	RS-2, Single Family Residence District by the city of Miami Beach, FL	
Flood Zone:	AE (Map 12086C0309L)	
Land Area:		
	Main Parcel	24,425 sq. ft.
	South Tract	5,870 sq. ft.*
	North Tract	10,215 sq. ft.*
Value by Cost Approach:	Not applicable	
Value by Income Capitalization Approach:	Not applicable	
Value by Sales Comparison Approach:		
	Main Parcel	\$9,800,000 (\$400 per sq. ft.)
	South Tract	\$2,350,000 (\$400 per sq. ft.)
	North Tract	\$2,550,000 (\$250 per sq. ft.)
Value Estimates:		
	Main Parcel	\$9,800,000 (\$400 per sq. ft.)
	South Tract	\$2,350,000 (\$400 per sq. ft.)
	North Tract	\$2,550,000 (\$250 per sq. ft.)
		4,086,000 @ \$400/ft
		<u>2,550,000</u>
		<u><u>1,536,000</u></u>
Date of Valuation:	May 31, 2014	
Date of Report:	June 20, 2014	

*Estimated by the appraisers based on measurements provided in draft site plan

Appraisal Report

Prepared for

Mr. Bruce A. Mowry, Ph.D., P.E.
City Engineer, Public Works Department
City of Miami Beach

Property Appraised

Valuation for Potential Land Swap
5860 North Bay Road
Miami Beach, FL 33154

Client File # 024445

Date of Valuation

May 31, 2014

Prepared by

Waronker & Rosen, Inc.
5730 SW 74th Street, Suite 200
South Miami, Florida 33143

LEE H. WARONKER, MAI, SRA

CARLOS A. DIEZ, APPRAISER

File # 7766

Waronker & Rosen, Inc.
Real Estate Appraisers and Consultants

Miami-Dade County Office
5730 SW 74th Street, Suite 200
South Miami, Florida 33143

Broward / Palm Beach County Office
10242 NW 47th Street, Suite 40
Sunrise, Florida 33351

Lee H. Waronker, MAI, SRA
lee@waronkerandrosen.com

Phone: (305) 665-8890 / Fax: (305) 665-5188
www.waronkerandrosen.com

Josh L. Rosen, MAI
josh@waronkerandrosen.com

June 20, 2014

Mr. Bruce A. Mowry, Ph.D., P.E.
City Engineer, Public Works Department
City of Miami Beach
1700 Convention Ctr Drive, 4th Floor
Miami Beach, FL 33139

Re: Valuation for Potential Land Swap
5860 North Bay Road
Miami Beach, FL 33154
WRI File No. 7766
Client File No. 024445

Dear Mr. Mowry:

We have prepared an appraisal report of the above referenced property for the purpose of estimating the market value of the main parcel (5820 North Bay Road), the across the fence value of the "south tract" (contained within the main parcel) and the across the fence value of the "north tract" (adjacent to the main parcel), as of May 31, 2014. The across the fence value of each tract is based on an estimate of the market value of the fee simple interest of the main parcel as though vacant, and considers any appropriate adjustments. The location of the north and south tracts, and the terms market value, across the fence value and fee simple interest, are defined in the pages of this report. This report has been prepared based on the scope of work which is detailed on a following page. The reader of the appraisal is strongly advised to read the scope of work so as to understand the scope of this appraisal.

This report is intended for use only by the client and intended users as noted herein. No additional intended users are identified or intended. Use of this report by others is not intended by the appraiser. No one else, or any other entities, should rely on this appraisal other than those noted herein.

The main parcel is located along the west side of North Bay Road, between West 58th and West 59th Streets, Miami Beach, Miami-Dade County, FL. Zoning on these sites is RS-2, Single Family Residence District by the city of Miami Beach, FL.

Mr. Bruce A. Mowry, Ph.D., P.E., City Engineer
City of Miami Beach
Public Works
June 20, 2014

In order to prepare the analysis, we were supplied with a draft of a site plan indicating the location of the main parcel and the north and south tracts. It should be noted that the aerial photograph in the Miami-Dade County Property Appraiser's records indicate a parcel outline for the main parcel (5860 North Bay Road) that does not correspond to the legal description in the most recent recorded deed, and based on measurements taken from the aerial photograph indicate a lot size larger than the 24,425 sq. ft. indicated in the Miami-Dade County records. No survey was provided. For purposes of the analysis, the lot size indicated in the County records (24,425 sq. ft.) is used in the analysis. The sizes for the north and south tracts have been calculated based upon the draft site plan provided. Any deviation from the assumptions or the draft site plan used herein would likely result in a change in the value conclusion.

The south tract consists of a 5,870 sq. ft. portion of the main parcel extending along the southwest property line from North Bay Road to the water's edge. The north tract consists of a City-owned parcel adjacent to the main parcel extending along the northeast property line from North Bay Road to a point approximately 30 feet from the water's edge. The City has underground water/sewer facilities on the north tract. The owner of the main parcel has proposed to the City of Miami Beach to swap the south tract in exchange for the north tract.

This valuation is based on an across the fence methodology, in which the value estimates for the north and south tracts are based on the market value of the fee simple interest of main parcel as though vacant. This method has been used as neither tract (north or south) would be a buildable site by itself. Based on this approach, the valuation of the north and south tracts is based on the market value of the main parcel with appropriate adjustments for location, but without consideration of any loss in value due to the construction of water/sewer facilities by the City above or below ground on the land being swapped. It also does not consider any change in the market value per sq. ft. of the main parcel occurring as a result of the proposed land swap (as a result of any advantages gained or lost). In the valuation of the south tract, which is contained within the main parcel and contains both street frontage and water frontage, no adjustments are indicated. In the valuation of the north tract, which is adjacent to the main parcel along the north side but lacks water frontage, an adjustment was considered in recognition of the tract's non-waterfront location.

It should be noted that this valuation does not consider the net impact of the proposed land swap on the market value of the main parcel. As a result of the land swap, the main parcel would gain a more desirable shape, a slight improvement in the quality of its water views, and an increase in size, but it would lose a small portion of its water frontage. The net impact of these factors is likely to be neutral to slightly positive, and could potentially affect the values of the north and south tracts to the owner of the main parcel, but the influence of these factors was not considered in the valuation, which was based on the across the fence value.

Mr. Bruce A. Mowry, Ph.D., P.E., City Engineer
City of Miami Beach
Public Works
June 20, 2014

As a result of our investigation, the across the fence value of the south tract, as of May 31, 2014, is estimated at:

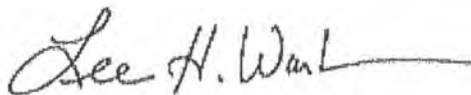
TWO MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS
(\$2,350,000)

As a result of our investigation, the across the fence value of the north tract, as of May 31, 2014, is estimated at:

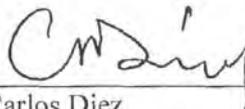
TWO MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS
(\$2,350,000)

Following the table of contents is the scope of work and the certification. The reader is advised to review the assumptions and conditions which follow the certification to understand the limitations applicable to this appraisal.

Very truly yours,



Lee H. Waronker, MAI, SRA
State-Certified General Real Estate Appraiser
License No. RZ162



Carlos Diez
State-Certified General Real Estate Appraiser
License No. RZ3420

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Scope of Work

The appraisal problem herein is to estimate the value of the south tract and the north tract. The methodology used is to estimate the across the fence value of each tract based on the market value of the fee simple interest in the main parcel land as though vacant. The market value estimate employs the sales comparison approach to estimate market value of the main parcel based on analysis of comparable sales. For the across the fence value estimate of the south tract, no adjustment to the market value indication of the main parcel is indicated because the south tract is contained within the main parcel and is representative of the main parcel because it contains both street frontage and water frontage. For the across the fence value estimate of the north tract, an adjustment is required for location because the north tract lacks water frontage. In order to estimate the magnitude of this adjustment, additional sales of waterfront and non-waterfront sites were considered in the analysis.

All appraisals begin by identifying the appraisal problem. Data on the subject property can be derived from various sources including but not limited to, the property owner, the county property appraiser's office, recorded plats and surveys. When possible, more than one source is utilized to confirm data and the data sources are acknowledged. Land size is based on surveys (when available), public records and recorded plats. Land measurements are not performed. Valued herein is vacant land which can be valued by the following methods:

1. Sales Comparison Approach
2. Market Extraction
3. Allocation
4. Land Residual
5. Ground Rent Capitalization
6. Subdivision Analysis

The sales comparison approach was used herein and was considered the most applicable method in the valuation of the main parcel. A search was performed for the sale of properties considered comparable to the subject property. Research of comparable sales and market data include, but is not limited to using the following data sources:

CoStar
Imapp
Newspaper clippings
Board of Realtors' Multiple Listing Service
Tri County Clippings Services (FREDI)
National Multiple Listing Service
Loopnet.com

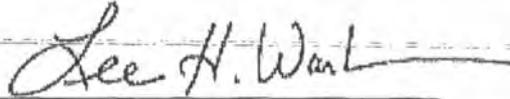
Comparable sales are inspected and the transactional information is reported. Sale prices are from public records and are typically confirmed with a party to the transaction, i.e. buyer, seller, real estate agent, or closing attorney. All information is analyzed in processing the appraisal report and as support for the estimated value. The scope of work for this assignment has been described above and is to be typical for an assignment of the nature of the subject appraisal problem.

Certification

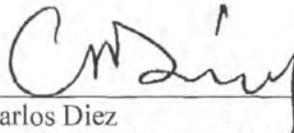
The undersigned does hereby certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the following requirements.
 - Uniform Standards of Professional Appraisal Practice (USPAP)
 - The Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute
 - The State of Florida requirements for state-certified appraisers
8. I have complied with the USPAP Competency Rule.
9. This appraisal report sets forth all of the limiting conditions imposed by the terms of this assignment or by the undersigned affecting the analyses, opinions and conclusions contained in this report.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. Additionally, it is subject to review by the state of Florida relating to review by the real estate appraisal subcommittee of the Florida Real Estate Commission.
12. As of the date of this report Lee H. Waronker, MAI, SRA, has completed the continuing education program of the Appraisal Institute.
13. I, Lee H. Waronker, MAI, SRA, have made a personal inspection of the property that is the subject of this report.
14. I, Carlos Diez have made a personal inspection of the property that is the subject of this report.

15. Acknowledgement is given to Josh L. Rosen, MAI, in the review of this report.
16. Neither the undersigned, nor Waronker & Rosen, Inc. have performed any valuation or professional services involving the subject property in any capacity, nor have we been involved with the management, leasing, disposition, nor any similar service regarding the subject property in the past three years.



Lee H. Waronker, MAI, SRA
State-Certified General Real Estate Appraiser
License No. RZ162



Carlos Diez
State-Certified General Real Estate Appraiser
License No. RZ3420

Date of Report June 20, 2014

General Assumptions and Limiting Conditions

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable but, no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. Any plot plans or illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering that may be required to discover them. The values estimated herein are subject to typical inspections such as roof, structural, and termite, if applicable.
7. It is assumed that the property is in full compliance with all applicable federal, state and local environmental regulations and laws unless the lack of compliance is stated, described and considered in the appraisal.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a non-conformity has been identified, described and considered in the appraisal.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and considered in the appraisal.
11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presences of substances such as asbestos, ureaformaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

12. The physical condition of the improvements, if any, described herein was based on visual inspection. No liability is assumed for the soundness of structural members, since no engineering tests were made of same.
13. Neither all nor any part of this appraisal report shall be disseminated to the general public using the appraiser's name or appraisal designation, without prior written consent of the appraisers signing this appraisal report.
14. Authorization is not allowed for the out-of-context quoting from, or partial reprinting of, this appraisal report.
15. By reason of the report, there is no requirement to testify with reference to the property herein appraised, unless arrangements have been previously made.
16. The reader should be advised that our employment was not contingent on the appraisal providing a minimum valuation, a specific calculation or the approval of a loan. Additionally, we have complied with the USPAP Competency Rule.

Limiting Conditions:

1. The allocation of total value between land and improvements applies only under the described utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
2. The Americans with Disability Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the requirements of the ADA. It is possible that a compliance survey of the property and a detailed analyses of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

Summary of Pertinent Data

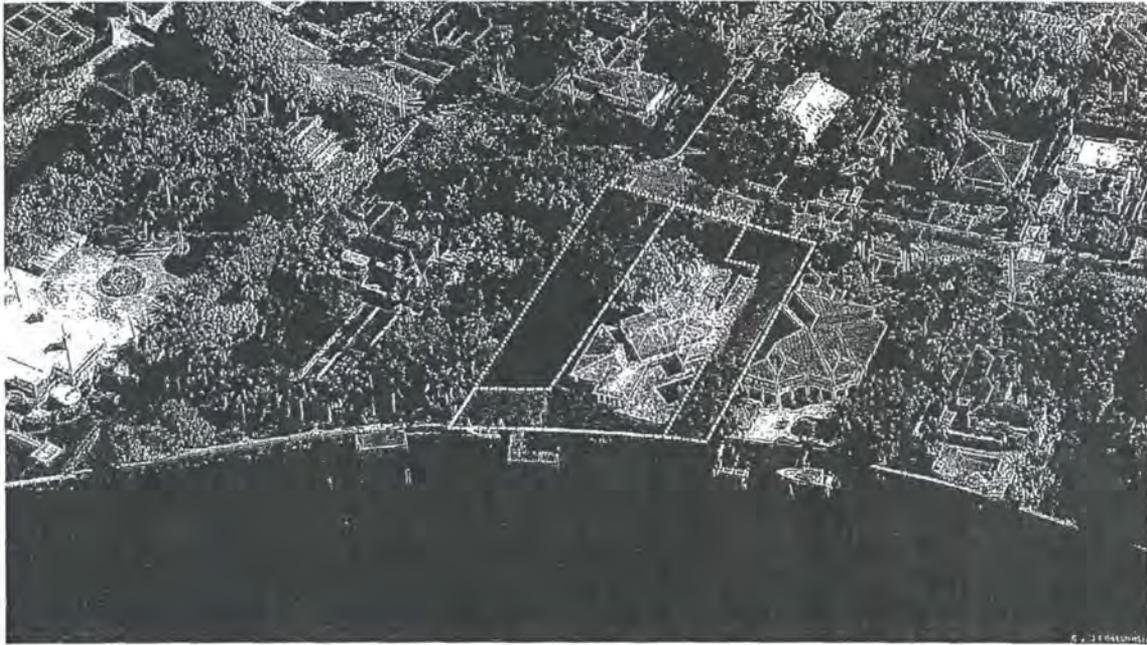
Location:	Along the west side of North Bay Road, between West 58th and West 59th Streets, Miami Beach, Miami-Dade FL	
Address (main parcel):	5860 North Bay Road Miami Beach, FL 33154	
Type of Use:	Single-family residential land	
Zoning:	RS-2, Single Family Residence District by the city of Miami Beach, FL	
Flood Zone:	AE (Map 12086C0309L)	
Land Area:		
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North Tract	10,215	sq. ft.*
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South Tract	\$2,350,000	(\$400 per sq. ft.)
North Tract	\$2,550,000	(\$250 per sq. ft.)
Date of Valuation:	May 31, 2014	
Date of Report:	June 20, 2014	

*Estimated by the appraisers based on measurements provided in draft site plan

Miami-Dade County Map



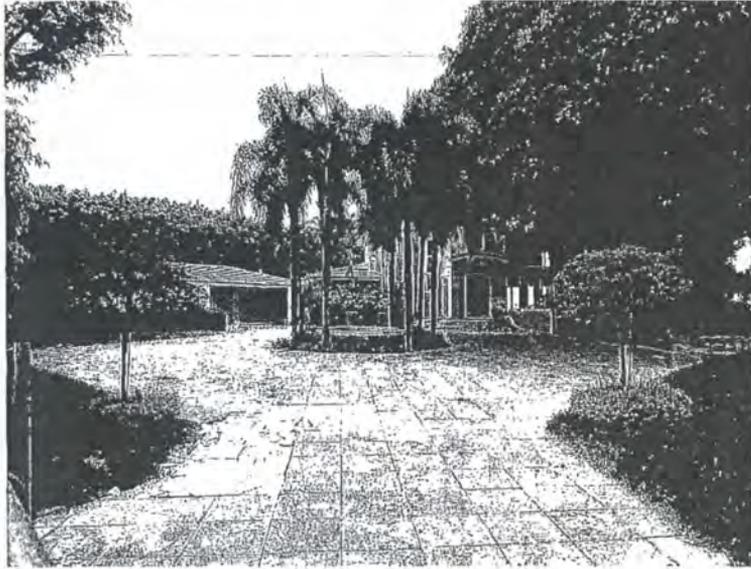
Aerial Photograph



Legend:

- Yellow dashed line denotes current boundary of main parcel (main parcel), shaded in yellow
- Red shaded area on the right denotes south tract, to be removed from main parcel in the proposed land swap
- Blue shaded area on left denotes north tract, to be added to main parcel in the proposed land swap
- White dotted line denotes modified boundary of main parcel after the proposed land swap

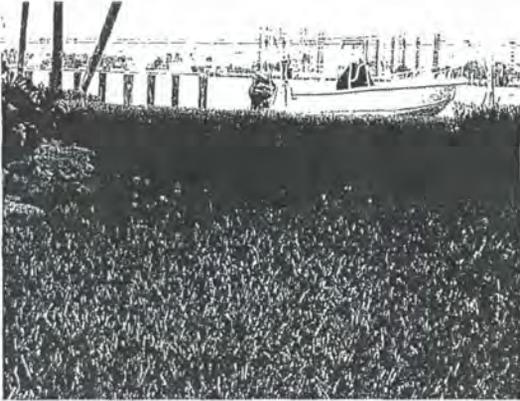
Subject Photographs



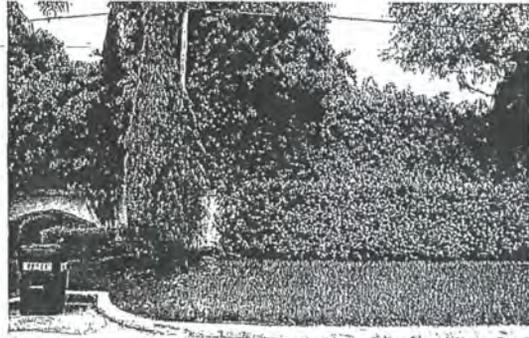
View of main parcel looking southwest from current location of driveway at east end of north tract



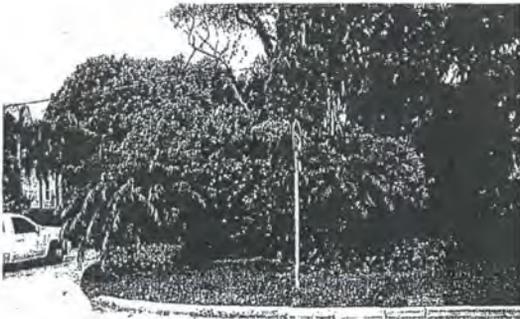
View looking northwest from same location as above, down the length of the north tract



Zoomed-in view of west end of north tract, looking northwest from driveway



Southeast corner of main parcel (east end of proposed south tract)



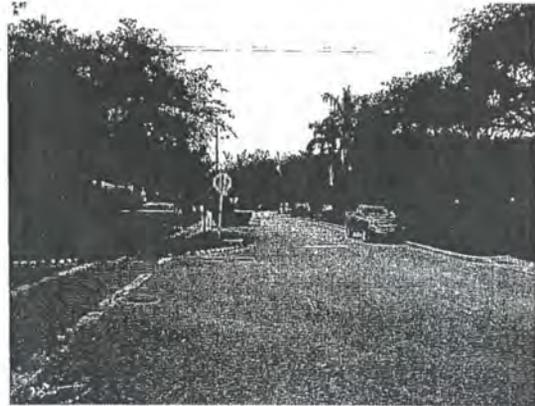
East end of north tract, looking northwest from west end of 59th Street



Street view: North Bay Road looking south (main parcel on right)



Street view: North Bay Road looking north
(main parcel on left)



Street view: West 59th Street, looking east
from current driveway at east end
of north tract

Appraiser Qualifications

LEE H. WARONKER, MAI, SRA

Education: Master of Science in Management, School of Business and Organizational Science, Florida International University, 1981 (Major – Real Estate)

Bachelor of Science Degree, The Florida State University, Tallahassee, Florida 1976 (Major – Real Estate)

Affiliations: MAI Designation (No. 6738) awarded by the Appraisal Institute in 1983.
SRA (SRPA) Designation awarded by the Appraisal Institute in 1981.
State Certified General Appraiser, State of Florida, License Number RZ162, May 1990.
Registered Real Estate Broker, State of Florida, License #BK0152877 (1978)

Experience: Appraised various types of properties, including:

Industrial Buildings	Restaurants	Warehouses
Office Buildings	Hotels and Motels	Hospitals
Service Stations	Retail Stores	Marinas
Churches & Synagogues	U.S. Post Offices	Historical Buildings
Residences	Condominiums	Special Purpose Properties

President, *Waronker & Rosen, Inc.*, (formerly Waronker & Associates, Inc.) Miami, Florida, from 1987 to present. Vice President, *Property Consultants, Inc.* from 1979 to 1986. Appraiser, The Keyes Company, 1978 to 1979. Appraiser, Miami-Dade County Department of Right-of-Way, 1977 to 1978.

Instructor: Appraisal Institute. Taught Courses 1A-1, 1A-2, 8-2, 1B-A, 1B-B, 110, 120, 210, 310, 320, 410, 420, 430, 510, 550, 600, 610 and 620, et al

Author: Seminars entitled "*Dynamics of Office Building Valuation*", "*Why the Capitalization Rate is Always 10*" and the "*Appraisal of Real Estate 10th vs. 11th Edition*".

Other: Special Master for the Dade County Valuation Adjustment Board, 1989 to 1996. Assisted in the editing of *The Appraisal of Real Estate, 11th Edition and 13th Edition*.

President of the Miami Chapter of the Appraisal Institute, 1990 to 1991.

Appraiser Qualifications

CARLOS A. DIEZ

- Education:** University of Florida (Gainesville, FL)
 Bachelor of Arts, Major: Economics
 Stevens Institute of Technology (Hoboken, NJ)
 Substantial progress towards the degree of Master of Engineering
- Affiliations:** State-certified general real estate appraiser, State of Florida, RZ3420
 The Appraisal Institute, Candidate for Designation
 CCIM Institute, Candidate Member

Appraisal Experience: Waronker & Rosen, Inc. September, 2007 to Present

Appraised a wide variety of property types, including:

Vacant land	Office buildings
Restaurants	Shopping centers
Hotels	Free-standing retail properties
Industrial properties	Apartment buildings
Residential and Commercial Condominiums	Condominium Units
Land leases (leased fee and leasehold interests)	Fractured Condominium Interests
Easements (including aerial and sub-surface)	Special Purpose Properties

Appraisal, Investment Analysis and General Real Estate Education:

The Appraisal Institute

- 100, 101: *Basic Appraisal Principles and Procedures*
 202: *Residential Sales Comparison and Income Approaches*
 300: *Real Estate Finance, Statistics and Valuation Modeling*
 400: *General Market Analysis and Highest & Best Use*
 402: *General Appraiser Site Valuation and Cost Approach*
 403, 404: *General Appraiser Income Approach (Parts 1 and 2)*
 405: *General Appraiser Report Writing and Case Studies*
 420: *Business Practices and Ethics*
 510: *Advanced Income Capitalization*
 550: *Advanced Applications*
 530: *Advanced Sales Comparison and Cost Approaches*
 Seminar: *Hotel Appraising – New Techniques for Today's Uncertain Times*
 500: *Advanced Market Analysis and Highest & Best Use*
 833: *Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets*
 Seminar: *Marketability Studies: Advanced Considerations and Applications*

CCIM Institute

- CI 101: *Financial Analysis for Commercial Investment Real Estate*
 CI 102: *Market Analysis for Commercial Investment Real Estate*
 CI 103: *User Decision Analysis for Commercial Investment Real Estate*
 CI 104: *Investment Analysis for Commercial Investment Real Estate*
 FANSC: *Feasibility Analysis for Retail Properties*
 MIMK: *Advanced Market Analysis for Commercial Real Estate*

Baruch College (CUNY) / Steven L. Newman Real Estate Institute

- NCP2000: *Urban Land Economics*
 NCP9000: *Real Estate Development*

Partial Client List

LENDERS		GOVERNMENT AGENCIES
1 st United Bank	TD Bank, N.A.	Broward County School Board
Amerasia Bank	Totalbank	Broward County Public Works Dept.
Apollo Bank	U.S. Century Bank	City of Coral Gables
BAC Bank	Wells Fargo Bank	City of Miami Beach
BNY Mellon Bank	Western Bank – Puerto Rico	City of Miami General Services Administration
BankUnited	Zions First National Bank	Federal Deposit Insurance Corp. (FDIC)
Bank of America		Federal Home Loan Mortgage Corp. (FHLMC)
Bank of Coral Gables	LIFE INSURANCE COMPANIES	Florida Dept. of Environmental Protection
Bank Leumi	Allstate Insurance Company	Florida Department of Transportation
Branch Banking and Trust (BB&T)	American General Life Insurance Co.	Florida Keys Aqueduct Authority
BridgeInvest, LLC	Equitrust Life Insurance Co.	Miami-Dade Water and Sewer Authority
Broward Bank of Commerce	Fortis Capital Corp. & Life Insurance Company	Miami-Dade Co. - Aviation Authority
C1 Bank	Franklin Life Insurance Company	Miami-Dade Co. - County Attorney's Office
CNL Bank	General American Life Insurance Co.	Miami-Dade Co. - General Serv. Admin.
Capital Bank	Independent Order of Foresters	Miami-Dade Co. - Housing & Urban Dev.
Cigna Investments, Inc.	John Alden Life Insurance Company	Miami-Dade Co. - Public Works Dept.
Citibank and Citicorp	Kansas City Life Insurance Company	Miami-Dade Co. - School Board
City National Bank of Florida	Lumberman's Life Insurance Company	Miami Parking Authority
Coconut Grove Bank	Omaha Woodmen Life Ins. Society	Nature Conservancy, Florida Chapter
Comerica Bank	Standard Life Insurance Company	South Florida Water Management District
Credit Suisse First Boston Mortgage Capital, LLC	State Farm Insurance Company	United States Department of Justice
Enterprise Bank of Florida	Sun Life Insurance Co. of America	United States General Serv. Admin.
Espirito Santo Bank of Florida	CORPORATIONS	United States Postal Services
Executive National Bank	Church of Jesus Christ of the Latter-Day Saints	Village of Pinecrest
Fifth Third Bank	Florida Power and Light Corp. (FPL)	LAW FIRMS
First Bank of Miami	JC Penny Corporation	Akerman, Senterfitt & Eidson
First National Bank of South Miami	The Wendy's Company	Arnstein & Lehr, LLP
FirstBank Florida	Chevron U.S.A., Inc.	Barranco & Associates, P.A.
Florida Community Bank	Johnson and Johnson Company	Berger Singerman
Gibraltar Private Bank and Trust		Berman, Wolfe Rennart Vogel & Mandler, P.A.
Great Florida Bank		Carlton Fields
HSBC Bank, N.A.		Colson Hicks Eidson, P.A.
Holliday Fenoglio Fowler, LP		Greenberg Traurig, P.A.
International Finance Bank		Holland & Knight
Israel Discount Bank of New York		Kirkpatrick and Lockhart
JP Morgan Chase Bank		Kutner and Associates
Lloyds Int'l. Bank (Lloyds of London)		Richman Greer
Lutheran Brotherhood		Shutts & Bowen, LLP
Marquis Bank		Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson, P.A.
Morgan Stanley Mortgage Capital		Steel Hector and Davis
Northern Trust Bank		Tabas, Freedman, Soloff, Brown & Rigali, P.A.
Ocean Bank		Tripp Scott
OptimumBank		Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
Popular Community Bank		
Professional Bank		
Regions Bank		
Sabadell United Bank		
Space Coast Credit Union		
SunTrust Bank		
Terrabank, N.A.		

Notable Properties Appraised

Miami-Dade County

Miami Seaquarium	Virginia Key	Miami Free Zone – Global Trade Cntr	Miami
Miami International Airport	Miami	Metropolitan Hospital of Miami	Miami
City of Miami Correctional Facility	Miami	Spinnaker Marina	North Miami
Country Club of Miami Golf Course	Miami	Virginia Key & Rickenbacker Marinas	Key Biscayne
Mel Reese Golf Course	Miami	Waterways Yacht Basin	Miami
Burger King Headquarters – Waterford	Miami	Porto Vita Club and Spa	Aventura
Doctors Hospital	Coral Gables	Ocean Steps Entertainment Center	S. Miami Beach
Beacon Centre Development	Miami	Indian Creek Country Club	Indian Creek
FBI Headquarters	Miami	BIV Tower	Miami
Gables Waterway Executive Center	Coral Gables	Courthouse Tower	Miami
Joe's Stone Crab restaurant	Miami Beach	South Shore Hospital	Miami Beach
Doral Ocean Beach Resort (formerly)	Miami Beach	SouthCom Headquarters	Miami
Metro-Dade Bus Facility	Miami		

Fort Lauderdale/Broward County

Florida Medical Center (Hospital)	Ft. Lauderdale
Jackson Marine Center	Ft. Lauderdale
Las Olas Centre Office Building	Ft. Lauderdale
Martha's Restaurant	Hollywood
Various Luxury Single Family Homes	Fort Lauderdale
Seneca Industrial Park	Pembroke Park

Monroe County/Florida Keys

Marriott Key Largo Bay Beach Resort	Key Largo
Islander Resort	Islamorada
Hawk's Cay Resort, Marina and DRI	Duck Key
Westin, formerly Hilton Resort and Sunset Key Island	Key West
Little Palm Island	Little Torch Key
Louis' Backyard Restaurant	Key West
Ocean Key Resort	Key West
Sloppy Joe's Bar	Key West
Truman Annex - Navy Base	Key West

Other Florida Counties

Jupiter Beach Resort	Jupiter, Palm Beach County
La Playa Beach Resort	Naples, Collier County
Sheraton Four Points	Orlando, Orange County
Spring Hill Suites	Tampa, Hillsborough County
Hilton Carillon Park	St. Petersburg, Pinellas County

Outside of the United States

Various Single Family Homes	Cat Cay, Bahamas
Single Family Home	Casa de Campo, Dominican Republic
Sapphire Beach Resort	St. Thomas, U.S. Virgin Islands
Hotel Site	Grand Turks and Caicos Islands
Montego Beach Resort	Montego Bay, Jamaica
Botany Bay Subdivision (400 acres)	St. Thomas, U.S. Virgin Islands
Ocean Club Resort	Grand Turks and Caicos Islands
Land lease under Ritz Carlton	San Juan, Puerto Rico
Various Land Holdings	St. Croix, U.S. Virgin Islands
Vacant Land	West End, Grand Bahama Island
Buccaneer Hotel and Golf Course	St. Croix, U.S. Virgin Islands

DESCRIPTION & ANALYSES



Purpose of the Appraisal

The purpose of this appraisal is to estimate the across the fence value of the fee simple interest in the north tract and the south tract, as of May 31, 2014 for a potential land swap. The terms across the fence value and fee simple interest are defined below, and the term market value is defined on the following page.

Client, Intended User and Use of the Appraisal

The intended user of this appraisal is City of Miami Beach (client). The intended use of this appraisal is for valuation in connection with a possible land swap involving a portion of the main parcel (the south tract) and an adjacent City-owned parcel (the north tract). No additional intended users are identified or intended.

Definition of Across the Fence Value

The values estimated herein are across the fence values, defined as follows:

Across the Fence Value: In corridor valuation, a value opinion based on comparison with adjacent lands including consideration of adjustment factors such as market conditions, real property rights conveyed, and location.¹

Definition of Real Property Interest Appraised

The real property interest appraised herein is that of the fee simple interest, defined as follows:

Fee Simple Interest: an absolute fee without limitations to any particular class of heirs, but subject to the limitations of eminent domain, escheat, police power and taxation. An inheritable estate.

¹ *The Dictionary of Real Estate Appraisal*, 5th ed., p. 3

Definition of Market Value

Market Value is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined.¹ The Uniform Standards of Professional Appraisal Practice (USPAP) states Market Value is “a type of value, stated as an opinion, that presumes the transfer of property (i.e., a right of ownership or a bundle of such rights); as of a certain date, -under specific conditions set forth in the definition of the term identified by the appraiser as applicable in the appraisal”.² This requires the appraiser to identify the definition of market value and its authority. The definition that follows is the basis of the valuation in this appraisal and the source is the Federal Register.

“For example, the following definition of Market Value is used by agencies that regulate federally insured financial institutions in the U.S.:

Market Value is defined as “the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what he or she considers his or her own best interest;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”³

This market value definition is referenced within the appraisal regulations of the following governmental agencies;

- Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989
- Department of the Treasury
- The Federal Reserve System (FRS)
- Federal Deposit Insurance Corporation (FDIC)
- Office of Thrift Supervision (OTS)
- Office of Comptroller of the Currency (OCC)

¹ *Appraisal of Real Estate*, 14th Edition, page 58

² USPAP 2014-2015, page U-3

³ *Appraisal of Real Estate*, 14th Edition, page 55

Location and Address

The main parcel, south tract and north tracts are located along the west side of North Bay Road, between West 58th and West 59th Streets, Miami Beach, FL.

Address (main parcel): 5860 North Bay Road
Miami Beach, FL 33154

Legal Description

The legal description of the main tract is lengthy. A copy reproduced from the most recent recorded deed is shown in Addendum B. No separate legal description was provided for either the south tract or the north tract.

Source: www.miamidade.gov

Owner of Record

(main parcel)

Ambassa Holdings, Inc.
c/o Christian De Berdourare
10800 Biscayne Boulevard, Suite 820
North Miami, FL 33161

Source: www.miamidade.gov

History of the Subject Property

The main parcel was last sold on May 6, 2014 for \$9,650,000 (\$395 per sq. ft.). This sale was recorded in the Public Records of Miami-Dade County at Official Records Book 29153, Page 2934. According to various real estate services the subject property is not under contract or listed for sale.

Source: www.miamidade.gov

Site Data

The main parcel is irregular in shape. No survey was provided. Based on the legal description in the most recent recorded deed and the recorded plat, the appraisers estimate that there is street frontage of approximately 101 feet along the west side of North Bay Road, and water frontage of approximately 150 feet on Biscayne Bay. The Miami-Dade County Property Appraiser's records indicate a parcel size of 24,425 sq. ft. Note that the aerial photograph in the County records indicates an incorrect boundary for the subject property, based on the legal description. The site is level and at approximate street grade. Utilities available to the site are:

Electric:	Florida Power and Light
Telephone:	AT&T
Water:	Municipal
Sewer Disposal:	Municipal

Based on the draft site plan provided, the south tract runs the length of the south perimeter of the main tract and has an irregular shape, with frontage of 50 feet along the west side of North Bay Road and water frontage of 25 feet on Biscayne Bay. The north tract runs along a portion of the north perimeter of the main tract (from North Bay Road to a point 30 feet from the waterfront), is trapezoidal in shape and has frontage of 50 feet along the west side of North Bay Road (with no water frontage).

Zoning

The main tract is zoned RS-2, Single Family Residence District by the city of Miami Beach, FL. For a detailed listing of allowable uses and restrictions, refer to the zoning code of Miami Beach, FL.

Flood Zone

The subject sites are within Flood Zone AE, areas subject to a one percent or greater annual chance of flooding in any given year. Base flood elevations are shown as derived from detailed hydraulic analyses. This flood zone requires mandatory purchase of flood insurance in participating communities. This identification was located on Flood Insurance Rate Map, Community Panel No. 12086C0309L, revised September 11, 2009. **For insurance purposes, a surveyor should be contacted to verify the exact zone by a flood elevation certificate, as well as its impact on insurance.**

Source: www.interflood.com

Real Estate Assessment and Taxes

Taxing Authority: Miami-Dade County
 Assessment Year: 2013
 Millage Rate: 20.3368
 Folio Number: 02-3215-003-0220 (main tract)

The following is a summary of the assessment:

TAX ASSESSMENT ANALYSIS	TOTAL ASSESSMENT	SQ.FT. SIZE*	ASSESSMENT PER SQ.FT.
Assessed Land Value	\$5,949,548	24,425	\$243.58
Assessed Value of Improvements	704,004	6,326	\$111.29
Total Assessed Value	\$6,653,552	6,326	\$1,051.78

*This is the size per the Miami-Dade County Property Appraiser's records.

The real estate taxes are estimated as follows:

TAX CALCULATION	TAXES	PER SQ.FT.
Millage Rate (Millage Rate ÷ 1,000)	0.0203368	
Times Total Assessed Value	x \$6,653,552	\$1,051.78
Estimated Real Estate Taxes	\$135,312	\$21.39

There is a 4% discount given for early (November) payment of taxes which would reduce the estimated real estate taxes to \$129,900, (\$135,312 minus 4%).

Florida Statutes require assessments to be at 100% of just value (market value) with an allowable adjustment to indicate net proceeds that would be derived from a sale. This adjustment varies dependent on the taxing authority with the Miami-Dade County Property Appraiser's office typically designating in the range of 15%. Based upon the market value estimated herein the assessment is below what is appropriate.

Description of the Site Improvements

The existing improvements consist of a single family residence originally built in 1948, but the structure is likely to be demolished by the owner who recently purchased the property with the intent to build a new residence.

Neighborhood Overview

General Neighborhood Data

Location:	Suburban
Built Up:	80% to 90%
Growth Rate:	Stable
Property Values:	Increasing
Demand/Supply:	In balance
Present Land Use:	Residential
Change in Present Land Use:	Not likely
Predominant Use:	Residential
Property Compatibility:	Very good
General Appearance of Properties:	Very good
Appeal to Market:	Very good

Adjacent Uses

East:	Single family residential (across the street)
West:	Biscayne Bay
South:	Single family residential
North:	Single family residential

Linkages

Distance

Access

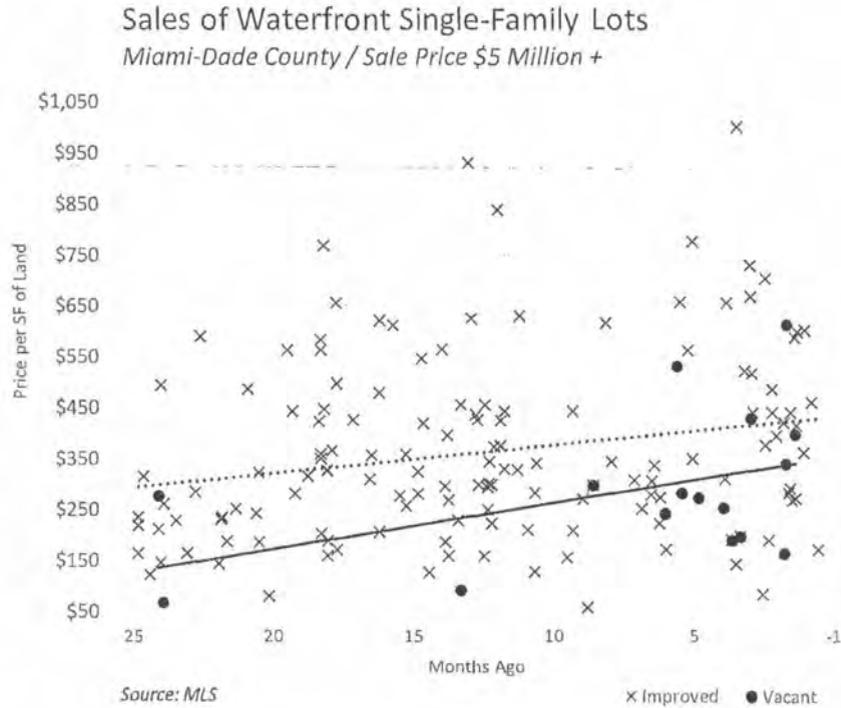
Public Transportation:	Within a few blocks	Very good
Employment Centers:	Three to five miles	Good
Expressway Access:	Five to seven miles	Average
Miami International Airport:	Ten to fifteen miles	Average

Supply and Demand

Market conditions for residential real estate in Miami-Dade County have shown substantial improvement since the sharp declines that followed the recent recession and financial crisis, with properties at the most desirable locations seeing very significant improvement during the past year. Demand for larger single-family parcels on the waterfront is currently very strong, and due to the relative scarcity of vacant waterfront land many of the most recent sales have been of parcels improved with single-family residences (in a number of cases structures in good condition that were marketed for sale as luxury residences), but which were purchased with the intent to demolish and build new. Note that, because many of these properties were originally marketed as luxury homes, their record in the Multiple Listing System (MLS) registers the sale as an improved property, not as vacant land.

The scatter plot shown on the following page is based on data from the MLS for sales of single-family waterfront (ocean, bay or Intracoastal Waterway) residential lots since June 1, 2012 with sales prices of \$5,000,000 and above. The horizontal axis is the number of months elapsed since the sale occurred. Two series are shown: sales of improved sites (recorded in the MLS as sales of luxury homes), and sales of vacant land. The vertical axis indicates the price per sq. ft. of land (for both series). The vacant land series includes the recent sale of the main parcel and all of the comparable sales considered in the sales comparison approach, among others. The improved series is believed to include some (though an unknown number of) properties that were actually purchased for land (with the intent to demolish and build new). The trend lines shown are based on linear regression analysis of each series, and provide an indication of the change in values over time. The slope of the "improved" series indicates an increase of \$5.59 per sq. ft. per month and the slope of the "vacant" series indicates an increase of \$9.00 per sq. ft. per month. The vertical difference between the trend lines is attributed to the fact that most of the sales in the improved series were purchased with improvements that had value above the land value.

The analysis described above and shown in the chart is useful because it provides support for two general observations. First, values overall for luxury single-family waterfront properties have increased rapidly over the past two years. For example, the slopes of the trend lines represent percentage increases of 16% per year for the "improved" series and 31% per year for the "vacant" series, based on the trend line values at time period 0 (the valuation date). These levels are well above the increases observed for the single-family market in general. Second, the faster rate of growth in the vacant land series as compared to improved series supports the conclusion that demand for vacant waterfront sites above \$5,000,000 suitable for construction of new ultra-luxury residences is currently very strong. This also helps explain the increasing number of sales of improved sites in which the buyer intends to demolish instead of occupy or renovate the existing structure.



Note: red marker indicates most recent sale of main parcel

Based on the analysis, if the main parcel were marketed for sale as a development site suitable for construction of a new ultra-luxury residence, demand would be very strong and there would likely be an abundance of potential buyers.

Exposure Time

Exposure time is the “estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market”¹.

This analysis considers the exposure time at a market related price such as the estimated market value herein. In estimating exposure time, sales are analyzed, real estate brokers and property owners are interviewed and statistics from published surveys are considered. Based on data obtained from the MLS, the median number of days on the market for waterfront single-family residential lots selling for \$5,000,000 and up in Miami-Dade County since January 1, 2013 was 250, based on a sample of 11 sales. Lower priced waterfront lots tended to sell in less time. The analysis also indicates that market conditions are on an improving trend, with demand gaining strength.

The exposure time for the subject is estimated at six to nine months. This estimate considers that the property would have been properly marketed and priced. If the property were not to have been priced correctly or marketed through proper channels, then it is not likely that neither the estimated market value nor the estimated exposure time would have been achieved.

¹ Uniform Standards of Professional Appraisal Practice (USPAP) 2014-2015 Edition, Page U-3

Marketing Time

Marketing time differs from exposure time which is presumed to precede the effective date of appraisal. It is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. The main parcel is a large waterfront lot in a very desirable location with limited available product. There is significant demand for such product with marketing times decreasing. The marketing time is estimated at six to nine months. This assumes that the property is properly marketed and priced correctly. ^[1]

Typical Purchaser of the Subject

The main parcel is a large waterfront residential lot. There is significant demand for such properties in Miami Beach, and a relative scarcity of vacant lots, which has prompted many buyers to purchase improved sites for demolition and new construction. The typical purchaser would be a wealthy individual or family.

^[1] *The Dictionary of Real Estate Appraisal*, 5th edition, page 121

Highest and Best Use

The site is valued for its highest and best use, which may be defined as follows:

That reasonable and probable use that will support value
as defined as of the effective date of the appraisal.

In analyzing the highest and best use, the following four questions are answered:

1. **Legally Permissible.** What uses are legally permitted on the subject site with respect to zoning ordinances and deed restrictions?
2. **Physically Possible.** What uses of those legally allowed are physically possible on the subject site?
3. **Financially Feasible.** Of those uses determined to be physically possible and legally permissible, which ones will produce a positive return?
4. **Maximally Productive.** Of those that are feasible, legally permissible, and physically possible, which will produce the highest rate of return or value?

As Vacant

The zoning on the main parcel is RS-2, Single Family Residence District by the city of Miami Beach, FL. The subject location is desirable. The market continues to strengthen and values are high enough to feasibly construct on the site. Therefore, the highest and best use as though vacant, would be to construct a luxury single-family residence on the site.

As Improved

The subject properties are being valued as vacant land and therefore an analysis of the highest and best use as improved is not applicable.

Appraisal Process

An analysis of three separate approaches to value; sales comparison approach, cost approach, and income capitalization approach, will be considered to estimate the value of the main parcel. Although these three approaches to value are considered within every appraisal report, they may not be applicable to each and every property being appraised.

The cost approach is based on the principle of substitution which states that an informed purchaser would not pay more for a property than the cost of reproducing a property with the same utility. The cost approach can often yield reliable estimates of value for new construction. This approach entails estimating the cost of producing the improvements, deducting an estimate of depreciation, then adding the value of the site as if vacant. To this value an entrepreneurial incentive is added to arrive at the estimated value by the cost approach.

The income capitalization approach is based on the concept that value is created by the expectations of future benefits and higher earnings should result in higher values. Income producing real estate is purchased for the right to receive future income. The income capitalization approach consists of methods to analyze a property's capacity to generate income, and a reversion, and convert these monetary benefits into an estimate of value.

The sales comparison approach is based on the principle of substitution which suggests that, within competitive markets, similar products will realize similar prices. Inherent in this concept is the premise that a purchaser would not pay more for a property than the cost to acquire another property with the same amenities and utility.

The final steps in the appraisal process are review and reconciliation of the data and conclusions. In reaching a final conclusion of value, the entire process involving the approaches that were estimated must be reviewed for accuracy, completeness and consistency. After analysis, evaluation and reconciliation of the indications a value is estimated. The essence of this final reconciliation should be a defensible and rational conclusion of value.

The only approach used in this appraisal is the sales comparison approach. The income capitalization approach and the cost approach are not applicable to the valuation of the main parcel.

Cost Approach

The basis of the cost approach is the principle of substitution. This principle suggests that a prudent buyer would not pay more for a property than the cost to acquire a similar site and construct comparable improvements.

Following are the procedures for preparing the cost approach.

1. Estimate the value of the land as though vacant and available to be developed to its highest and best use.
2. Determine which cost basis is most applicable to the assignment: reproduction cost or replacement cost.
3. Estimate the direct (hard) and indirect (soft) costs of the improvements as of the effective appraisal date.
4. Estimate an appropriate entrepreneurial profit or incentive from analysis of the market.
5. Add estimated direct costs, indirect costs, and the entrepreneurial profit or incentive to arrive at the total cost of the improvements.
6. Estimate the amount of depreciation in the structure and, if necessary, allocate it among the three major categories: physical deterioration, functional obsolescence, and external obsolescence.
7. Deduct the estimated depreciation from the total cost of the improvements to derive an estimate of their depreciated cost.
8. Estimate the contributory value of any site improvements that have not already been considered. (Site improvements are often appraised at their contributory value - i.e., directly on a depreciated-cost basis - but may be included in the overall cost calculated in Step 3 and depreciated, if necessary).
9. Add land value to the total depreciated cost of all the improvements to develop the market value of the property.
10. Adjust for personal property (e.g., furniture, fixtures, and equipment) or intangible assets that are included in the appraisal.
11. Adjust the value conclusion, which reflects the value of the fee simple estate, for the property interest being appraised to arrive at the indicated value of the specified interest in the property.¹

As the main parcel is being valued as vacant land, the cost approach is not applicable.

¹ *The Appraisal of Real Estate*, 14th Edition, 2013, Pages 568 and 569

Income Capitalization Approach

Income producing real estate is typically purchased as an investment, and from an investor's point of view earning power is the critical element affecting property value. One basic investment premise holds that the higher the earnings, the higher value, provided the amount of the risk remains constant. An investor who purchases income-producing real estate is essentially trading present dollars for the expectation of receiving future dollars. The income capitalization approach to value consists of methods, techniques, and mathematical procedures that an appraiser uses to analyze a property's capacity to generate benefits (i.e., usually the monetary benefits of income and reversion) and convert these benefits into an indication of present value.¹

In the income capitalization approach, an appraiser analyzes a property's capacity to generate future benefits and capitalizes the income into an indication of present value. The principle of anticipation is fundamental to the approach.²

An income capitalization approach was not applied as it was not within the scope of this appraisal. Since this approach is typically not considered by purchasers of this property type, not using it does not limit the reliability of the value estimated herein.

¹ Appraisal of Real Estate, 14th Edition, 2013, Page 439

² Ibid., 439

Sales Comparison Approach

The *sales comparison approach* is based on the principle of substitution. *The principle of substitution holds that the value of property tends to be set by the cost of acquiring a substitute or alternative property of similar utility and desirability within a reasonable amount of time.*¹

In the Sales Comparison Approach, an opinion of market value is developed by comparing properties similar to the main parcel that have recently sold, are listed for sale, or are under contract (i.e., for which purchase offers and a deposit have been recently submitted). A major premise of the sales comparison approach is that an opinion of the market value of a property can be supported by studying the market's reaction to comparable and competitive properties.

Qualitative analysis is a relative comparison process without mathematics. Sales are ranked based upon their desirability as compared to the subject. Comparisons can be expressed as plus or minus as opposed to dollar or percentage adjustments.

Quantitative analysis is the process of applying mathematical techniques. Sales are adjusted to the main parcel on a dollar or a percentage basis. One method of supporting adjustments is through *paired data analysis*. This method analyzes two sales and attributes the difference in their sales prices to the characteristic which is different. This analysis requires an abundance of sales data which is frequently not available.

Qualitative analysis is used herein to estimate a value by the *sales comparison approach*. Characteristics of the sales considered superior to the subject are given a minus (-) adjustment. Those characteristics of the sales considered inferior to the subject are given a plus (+) adjustment. Each sale is given an overall adjustment indicating how it compares to the subject.

On the following page is a grid of the sales used for comparison to the main parcel.

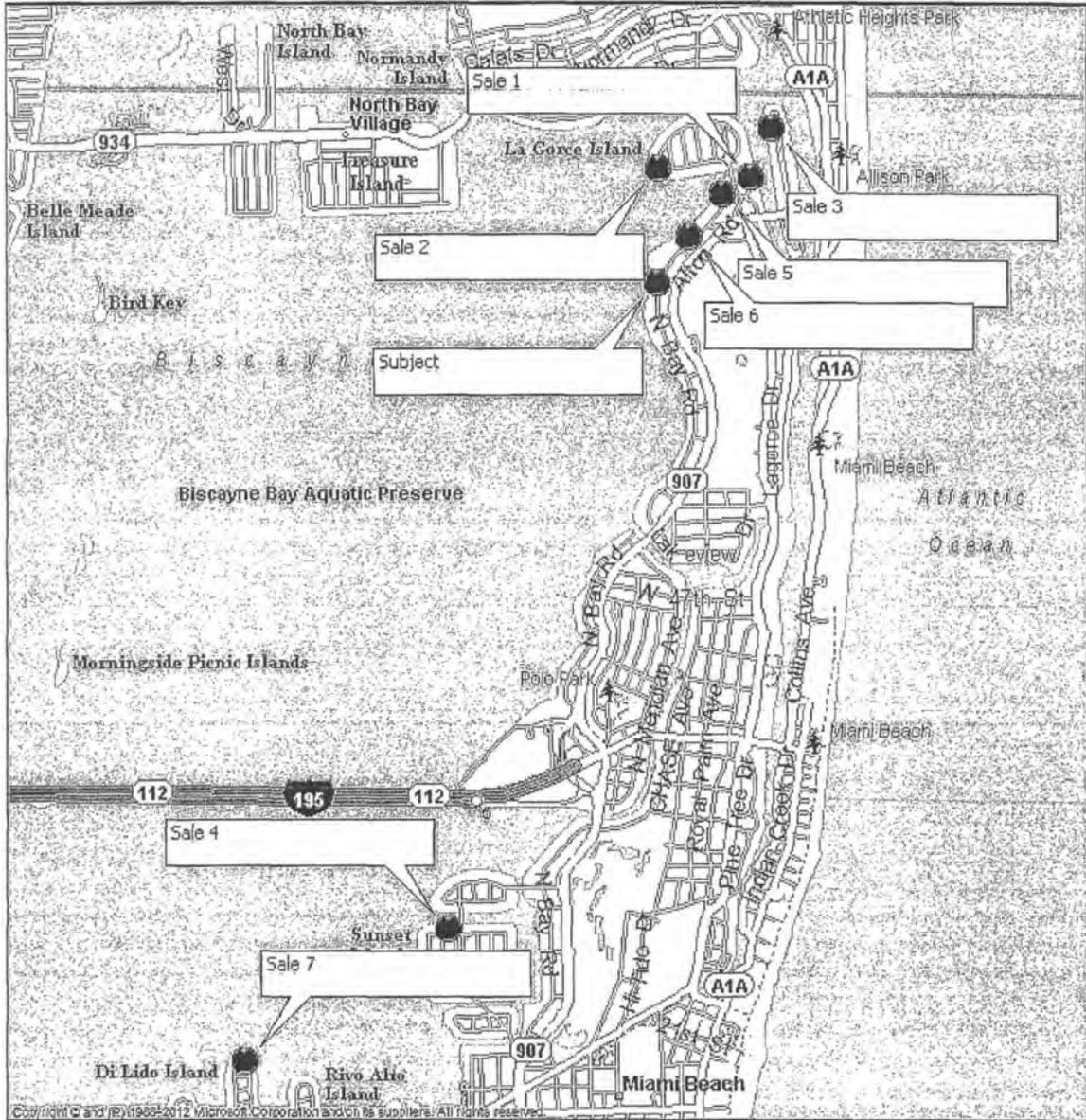
¹ The Appraisal of Real Estate 14th Edition, 2013, page 379

Vacant Land Sales Grid

Following is a grid of the comparable sale properties used for comparison to the main parcel.

Sale No.	Sale Date	Location	Water Frontage	View	Sale Price	Sq. Ft. Size	Price/Sq. Ft.
1	February 2014	6455 Pine Tree Drive Circle Miami Beach	360'	Waterways	\$7,000,000	27,860	\$251
2	April 2014	34 La Gorce Drive Miami Beach	136'	Bay	\$14,000,000	22,912	\$611
3	January 2014	6596 Allison Road Miami Beach	200'	Waterway	\$11,700,000	43,200	\$271
4	April 2014	1757 West 27th Street Miami Beach	100'	Waterway, Partial Bay View	\$6,775,000	20,000	\$339
5	December 2013	6440 North Bay Road Miami Beach	100'	Waterway and Bay View	\$6,600,000	27,577	\$239
6	September 2013	6010 North Bay Road Miami Beach	75'	Portion of Bay	\$6,250,000	21,228	\$294
7	March 2014	845 E Di Lido Drive Miami Beach	92'	Bay	\$5,700,000	13,353	\$427
Subject	May 2014	5860 North Bay Road Miami Beach	150'	Bay	\$9,650,000	24,425	\$395

Vacant Land Sales Map



Comparable Land Sale 1

Location

6455 Pine Tree Drive Circle
Miami Beach, FL 33141

Property Type

Vacant Residential Lot

Square Feet

27,860

Price/Sq.Ft.

\$251.26

WAR No.

303615



Recording Information

Sale Price: \$7,000,000
Sale Date: February 2014
ORB/Page: 29036/1238
Grantor: Georges Levy and Valerie Levy
Grantee: Brickview 3114, LLC
Legal Description: Lengthy legal description. Refer to the recording instrument.
Folio No.: 02-3211-013-0050

Financing & Prior Sale

Financing: All cash to the seller
Prior Sale: None in the past five years

Property Description

Zoning: RS-3, Single Family Residence District by the city of Miami Beach, FL
Shape: Irregular
Topography: Grade level

Comments

This is a "tip" lot located on the northeast side of Pine Tree Drive Circle, a small street that loops between La Gorce Drive and Pine Tree Drive. It benefits from wide water views facing north toward La Gorce Island and east toward Allison Island. Total water frontage is approximately 360 feet. It was improved with a 7,565 sf residence built in 1950, but the buyer is demolishing it to make way for a new residence.

Comparable Land Sale 2

Location

34 La Gorce Drive
Miami Beach, FL 33141

Property Type

Vacant Residential Lot

Square Feet

22,912

Price/Sq.Ft.

\$611.03

WAR No.

303616



Recording Information

Sale Price:	\$14,000,000
Sale Date:	April 2014
ORB/Page:	29140/3016
Grantor:	Joseph Z. Fleming and Betty C. Fleming
Grantee:	34 La Gorce Circle Partners, LLC
Legal Description:	Lot 17, Block 1, LA GORCE ISLAND, according to the Plat thereof, as recorded in Plat Book 34, Page 83 of the Public Records of Miami-Dade County, Florida
Folio No.:	02-3210-003-0140

Financing & Prior Sale

Financing:	All cash to the seller
Prior Sale:	None in the past five years

Property Description

Zoning:	RS-2, Single Family Residence District by the city of Miami Beach, FL
Shape:	Irregular
Topography:	Grade level

Comments

This lot is located on the southwest side of La Gorce Island, an exclusive guard-gated residential community. It benefits from wide open bay views facing southwest. Total water frontage is estimated at 136 feet. It was improved with a 4,846 sq. ft. residence built in 1941 that the buyer is demolishing to make way for a new residence.

Comparable Land Sale 3

Location

6596 Allison Road
Miami Beach, FL 33141

Property Type

Vacant Residential Lot

Square Feet

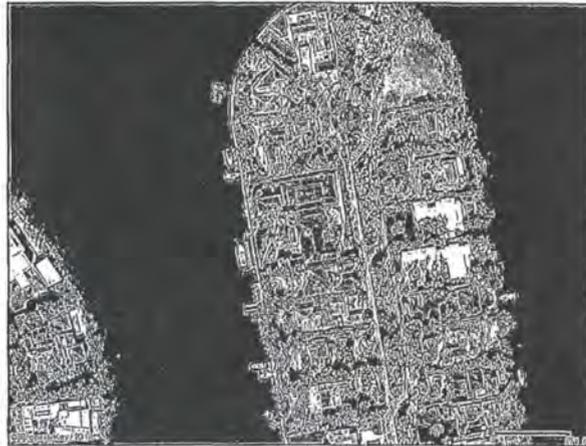
43,200

Price/Sq.Ft.

\$270.83

WAR No.

303617



Recording Information

Sale Price: \$11,700,000
Sale Date: January 2014
ORB/Page: 28999/1584
Grantor: Frank Bramson and Phyllis G. Bramson
Grantee: Michael Burke and Brigitte Burke
Legal Description: Lots 30, 31 and the North 25 feet of Lot 32, Block , INDIAN CREEK, according to the Plat thereof, as recorded in Plat Book 31, Page 75 of the Public Records of Miami-Dade County, Florida
Folio No.: 02-3211-003-0300

Financing & Prior Sale

Financing: All cash to the seller
Prior Sale: None in the past five years

Property Description

Zoning: RS-2, Single Family Residence District by the city of Miami Beach, FL
Shape: Square
Topography: Grade level

Comments

This lot is located on the west side of Allison Island, with 200 feet of water frontage and views of the waterway facing west toward La Gorce Island. It is a large lot, most lots on the island being about half the size. The seller was in the process of demolishing an older residence and splitting the lot into two equal size lots. It was marketed for sale as either one larger lot or two smaller lots and was on the market for about six months when it sold as a single lot.

Comparable Land Sale 4

Location

1757 West 27th Street
Miami Beach, FL 33140

Property Type

Vacant Residential Lot

Square Feet

20,000

Price/Sq.Ft.

\$338.75

WAR No.

303618



Recording Information

Sale Price:	\$6,775,000
Sale Date:	April 2014
ORB/Page:	29127/2276
Grantor:	Campbell Avery Smith, as trustee
Grantee:	1757 W 27th Street, LLC
Legal Description:	Lot 22, Block 2H, ISLAND NO. 2, 3RD REVISED PLAT OF SUNSET ISLANDS, according to the Plat thereof, as recorded in Plat Book 40, Page 8 of the Public Records of Miami-Dade County, Florida
Folio No.:	02-3228-001-1260

Financing & Prior Sale

Financing:	All cash to the seller
Prior Sale:	None in the past five years

Property Description

Zoning:	RS-2, Single Family Residence District by the city of Miami Beach, FL
Shape:	Rectangular
Topography:	Grade level

Comments

This lot is located on the north side of one of the Sunset Islands, with 100 feet of water frontage facing north, with views facing north toward another of the Sunset Islands, and partial bay views facing northwest.

Comparable Land Sale 5

Location

6440 North Bay Road
Miami Beach, FL 33141

Property Type

Vacant Residential Lot

Square Feet

27,577

Price/Sq.Ft.

\$239.33

WAR No.

303619



Recording Information

Sale Price:	\$6,600,000
Sale Date:	December 2013
ORB/Page:	28955/2075
Grantor:	Versel Overseas Limited
Grantee:	6440 NBR, LLC
Legal Description:	Lengthy legal description. Refer to the recording instrument.
Folio No.:	02-3215-003-0020

Financing & Prior Sale

Financing:	All cash to the seller
Prior Sale:	None in the past five years

Property Description

Zoning:	RS-2, Single Family Residence District by the city of Miami Beach, FL
Shape:	Irregular
Topography:	Grade level

Comments

This lot has about 100 feet of water frontage facing northwest toward La Gorce Island and Normandy Isle. Based on a reading of the legal description and the recorded plat, the parcel boundary shown in the county's aerial photograph incorrectly shows 200 feet of water frontage.

Comparable Land Sale 6

Location

6010 North Bay Road
Miami Beach, FL 33141

Property Type

Vacant Residential Lot

Square Feet

21,228

Price/Sq.Ft.

\$294.42

WAR No.

303620



Recording Information

Sale Price: \$6,250,000
Sale Date: September 2013
ORB/Page: 28846/3885
Grantor: FCI Miami Beach Two, LLC
Grantee: 6010 NBR, LLC
Legal Description: Lot 18, Block 1, LAGORCE GOLF SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 14, Page 43 of the Public Records of Miami-Dade County, Florida
Folio No.: 02-3215-003-0170

Financing & Prior Sale

Financing: All cash to the seller
Prior Sale: June 2012 for \$5,500,000

Property Description

Zoning: RS-2, Single Family Residence District by the city of Miami Beach, FL
Shape: Rectangular
Topography: Grade level

Comments

This is an elongated lot with a depth of about 280 feet and about 75 feet of water frontage with open views facing northwest toward Normandy Isle and North Bay Village in the distance.

Comparable Land Sale 7

Location

845 E Di Lido Drive
Miami Beach, FL 33139

Property Type

Vacant Residential Lot

Square Feet

13,353

Price/Sq.Ft.

\$426.87

WAR No.

303623



Recording Information

Sale Price:	\$5,700,000
Sale Date:	March 2014
ORB/Page:	29077/3233
Grantor:	Sunrise Ventures Holdings, Inc.
Grantee:	Mark Lyn
Legal Description:	Lot 27, Block 4, DI LIDO, together with a strip of land contiguous to the northern boundary line of Lot 27, Block 4, DI LIDO, lying between the northerly extension of the West boundary line of said Lot 27 and the northerly extension of the East boundary line of Lot 27, as recorded in Plat Book 8, Page 36, of the public records of Miami-Dade County, Florida.
Folio No.:	02-3232-011-0780

Financing & Prior Sale

Financing:	All cash to the seller
Prior Sale:	April 2010 for \$2,450,000

Property Description

Zoning:	RS-3, Single Family Residence District by the city of Miami Beach, FL
Shape:	Irregular
Topography:	Grade level

Comments

This waterfront lot is located at the north end of Di Lido Island. It has approximately 92 feet of water frontage and wide open bay views facing north.

Adjustment Grid

Below is a grid which illustrates qualitative adjustments used to compare the comparable sales to the main parcel. Percentage adjustments were not utilized. In order to utilize percentage adjustments it would be necessary to pair (compare) sales to extract value differences. This is difficult as there is normally insufficient data to provide pairings for all value differences. Below is a grid which illustrates the adjustments made. A plus (+) sign indicates the unit of comparison of the sale must be adjusted upward as that characteristic is inferior to the subject. A minus (-) sign indicates the unit of comparison of the sale must be adjusted downward since the characteristic is superior to the subject. An equal (=) sign indicates the comparable sale characteristic is similar to the subject.

Sale No.	Price/Sq. Ft.	Market Conditions	Location	Water Frontage/Views	Size/Shape	Overall Adjustment
1	\$251	=	+	+	= / -	++
2	\$611	=	--	=	= / -	---
3	\$271	=	=	++	+ / -	++
4	\$339	=	+	++	= / -	++
5	\$239	+	=	++	= / -	++
6	\$294	+	=	+	= / =	++
7	\$427	=	+	-	- / =	-

After considering the individual differences, either a plus (+), minus (-) or equal (=) sign has been placed in the "Overall" column. This indicates the overall adjustment that the sale would require as compared to the main parcel.

Conclusion of Land Value by the Sales Comparison Approach

The sales comparison approach compared similar properties to the main parcel and adjustments were made for the pertinent characteristics. Based on these comparisons a value was estimated for the main parcel. Sale prices per square foot range from \$239.33 to \$611.03 with a mean of \$348 per square foot and a median of \$294 per square foot.

Comparative analysis indicates that adjustments are required for market conditions, location, water frontage/views, and size/shape. No adjustment is required for conditions of sale or zoning. Market conditions adjustments consider the improvement in overall market conditions during the period since the oldest sale occurred. Location adjustments consider general characteristics of the site and overall desirability of the area. Water frontage/views consider the quality and desirability of water views, the extent of water frontage, and the ratio of water frontage to lot size. Size/shape adjustments consider the tendency for larger lots to sell for a lower price per sq. ft., based on the diminishing value of additional land area above a minimum threshold amount needed to support construction of a residence suitable for the property. They also consider the greater desirability of more square-like and rectangular shapes in comparison to highly irregular and elongated shapes which tend to constrain design choices and raise construction costs.

The adjustments indicate that the main parcel should achieve a sale price per sq. ft. above Sales 1, 3, 4, 5 and 6 (a range of \$239 to \$339), below Sale 2 at \$611, and slightly below Sale 7 at \$427. Consideration was also given to the recent sale in May 2014 of the main parcel for \$395 per sq. ft. A value of \$400 per sq. ft. is supported by the analysis.

Also considered are the following current listings:

Current Listings of Vacant Waterfront Single-Family Sites

Address	City	List Price	Lot Size (sq. ft.)	Price per sq. ft.
2 INDIAN CREEK DR	Indian Creek	\$26,000,000	80,000	\$325.00
4 INDIAN CREEK DR	Indian Creek	\$25,000,000	80,000	\$312.50
5840 N BAY RD	Miami Beach	\$15,900,000	37,895	\$419.58
6455 PINETREE DR	Miami Beach	\$11,900,000	27,860	\$427.14
266 S HIBISCUS DR	Miami Beach	\$11,400,000	21,000	\$542.86
28 S TARISLAND DR	Miami Beach	\$10,500,000	40,000	\$262.50
1460 W 28 ST	Miami Beach	\$7,499,000	20,000	\$374.95
3080 N BAY RD	Miami Beach	\$6,299,000	20,500	\$307.27
420 W 51 ST	Miami Beach	\$5,500,000	28,650	\$191.97
861 N VENETIAN DR	Miami	\$5,300,000	15,000	\$353.33
Median		\$10,950,000	28,255	\$339.17

The listings range from \$192 per sq. ft. to \$543 per sq. ft. with a median of \$339.17. The listing at 5840 N Bay Road is located two lots south of the main parcel, is similar in size and shape and is listed for \$419.58 per sq. ft. The listings represent the subject's main competition if it were to be offered for sale at this time, and do not contradict the value indication by analysis of the comparable sales.

Based on the analysis, the market value of the land as though vacant is estimated at \$400 per sq. ft., times 24,425 sq. ft., or \$9,800,000 (rounded).

Valuation of the South Tract

The south tract is contained within the main parcel, containing 24% of its total land area, 50% of its street frontage and 17% of its water frontage, it is fairly representative of the main parcel as a whole. As a result, no adjustment is indicated to the market value estimated for the main parcel for the across the fence value estimate of the south tract. Therefore, based on the main parcel market value of \$400 per sq. ft., the across the fence value of the south tract is estimated at \$400 times 5,870 sq. ft., or \$2,350,000 (rounded).

Valuation of the North Tract

The north tract is adjacent to the main parcel along its north side, and has the same amount of street frontage as the south tract, but lacks water frontage, as it extends to a point 30 feet from the water's edge. Anything constructed on it would however benefit from water views looking west and northwest over the 30 feet at the northwest corner of the main parcel. An adjustment to the market value estimated for the main parcel is indicated, but note that the north tract is a City-owned parcel unlike any other parcel based on its location. Therefore, only a general comparison to other parcels can be made.

Generally, the north tract is inferior to the main parcel because it lacks water frontage. At the subject location, where large single-family parcels with substantial water frontage are among the most valuable in the region, this is a significant factor. It is also superior to otherwise similar non-waterfront parcels (including those on the east side of N Bay Road) because land on the west side of N Bay Road benefits from proximity to the water. Based on this, an appropriate location adjustment to the market value estimate for the main parcel would put the across the fence value of the north tract somewhere well below \$400 per sq. ft. but above values observed for non-waterfront parcels. On the following page is a summary grid of several sales of non-waterfront parcels in the area, along with two sales of single-family lots that benefit from ocean frontage but which are disadvantaged by an undesirable shape. The summary grid is followed by detailed descriptions of each sale.

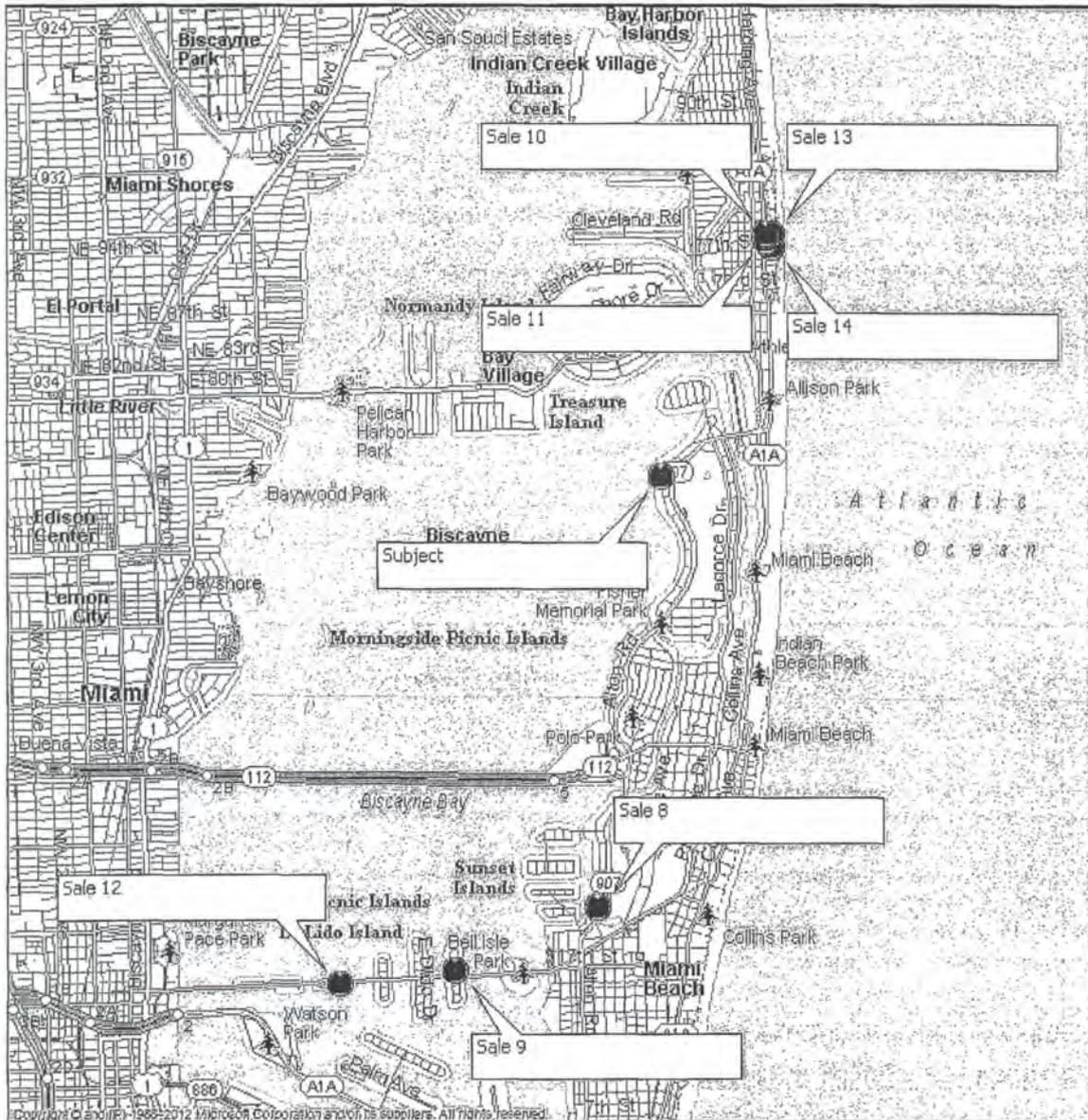
Vacant Land Sales Grid

Following is a grid of the comparable sale properties used for comparison to the main parcel.

Sale No.	Sale Date	Location	Sale Price	Sq. Ft. Size	Price/ Sq. Ft.
8	April 2013	2057 N Bay Road Miami Beach	\$650,000	6,063	\$107.21
9	December 2013	116 3rd Rivo Alto Terrace Miami Beach	\$1,160,000	7,500	\$154.67
10	February 2013	7830 Atlantic Way Miami Beach	\$1,025,000	6,250	\$164.00
11	May 2014	7801 Collins Avenue Miami Beach	\$962,500	6,500	\$148.08
12	May 2014	1351 S Venetian Way Miami	\$830,000	7,500	\$110.67
13	August 2013	7833 Atlantic Way Miami Beach	\$3,200,000	13,000	\$246.15
14	July 2013	7709 Atlantic Way Miami Beach	\$3,875,000	13,000	\$298.08

Vacant Land Sales Map

(For Analysis of North Tract)



Comparable Land Sale 8

Location

2057 N Bay Road
Miami Beach, FL 33140

Property Type

Vacant Residential Lot

Square Feet

6,063

Price/Sq.Ft.

\$107.21

WAR No.

303636



Recording Information

Sale Price: \$650,000
Sale Date: April 2013
ORB/Page: 28625/2128
Grantor: Sam Kvitko
Grantee: Giusi Properties, Inc.
Legal Description: Lot 25, Block 16, SUNSET LAKE SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 8, Page 52 of the Public Records of Miami-Dade County, Florida
Folio No.: 02-3227-008-1610
Verification: Recorded deed, MLS

Financing & Prior Sale

Financing: All cash to the seller
Prior Sale: None in the past five years

Property Description

Zoning: RS-3, Single Family Residence District by the city of Miami Beach, FL
Shape: Rectangular
Topography: Grade level

Comments

This single-family lot is located on the east side of N Bay Road, with 49 feet of frontage between N Michigan Avenue and W 21st Street. The location is across the street from the waterfront parcels.

Comparable Land Sale 9

Location

116 3rd Rivo Alto Terrace
Miami Beach, FL 33139

Property Type

Vacant Residential Lot

Square Feet

7,500

Price/Sq.Ft.

\$154.67

WAR No.

303635



Recording Information

Sale Price: \$1,160,000
Sale Date: December 2013
ORB/Page: 28979/575
Grantor: Union Mexico Money Support, Inc.
Grantee: Eight Venetian, Inc.
Legal Description: Lot 2, Block 8, RIVO ALTO, according to the Plat thereof, as recorded in Plat Book 7, Page 74 of the Public Records of Miami-Dade County, Florida
Folio No.: 02-3233-001-0910
Verification: Recorded deed, MLS

Financing & Prior Sale

Financing: All cash to the seller
Prior Sale: February 2013 for \$1,050,000

Property Description

Zoning: RS-3, Single Family Residence District by the city of Miami Beach, FL
Shape: Rectangular
Topography: Grade level

Comments

This single-family lot is an interior parcel located on 3rd Rivo Alto Terrace, between East and West Rivo Alto Drives, on Rivo Alto Island (one of the Venetian Islands).

Comparable Land Sale 10**Location**

7830 Atlantic Way
Miami Beach, FL 33141

Property Type

Vacant Residential Lot

Square Feet

6,250

Price/Sq.Ft.

\$164.00

WAR No.

303633

**Recording Information**

Sale Price:	\$1,025,000
Sale Date:	February 2013
ORB/Page:	28499/3636
Grantor:	Altos del Mar, Ltd.
Grantee:	Macanao Entertainment, LLC
Legal Description:	Lot 3, Block 12, CORRECTED PLAT OF ALTOS DEL MAR NO. 1, according to the Plat thereof, as recorded in Plat Book 31, Page 40 of the Public Records of Miami-Dade County, Florida
Folio No.:	02-3202-004-0540
Verification:	Recorded deed, MLS

Financing & Prior Sale

Financing:	All cash to the seller
Prior Sale:	None in the past five years

Property Description

Zoning:	RS-3, Single Family Residence District by the city of Miami Beach, FL
Shape:	Rectangular
Topography:	Grade level

Comments

This single-family lot is located on Atlantic Way with 50 feet of frontage between 78th and 79th Streets, and additional frontage of 50 feet at the rear along the east side of Collins Avenue, in a gated residential community. The location is one block from the ocean and just south of North Shore Park.

Comparable Land Sale 11

Location

7801 Collins Avenue
Miami Beach, FL 33141

Property Type

Vacant Residential Lot

Square Feet

6,500

Price/Sq.Ft.

\$148.08

WAR No.

303634



Recording Information

Sale Price:	\$962,500
Sale Date:	May 2014
ORB/Page:	29140/4116
Grantor:	Altos del Mar, Ltd.
Grantee:	Henry Ahn and Raye Dube
Legal Description:	The West 65 feet of Lots 5 and 6, Block 12, ALTOS DEL MAR, according to the Plat thereof, as recorded in Plat Book 31, Page 40 of the Public Records of Miami-Dade County, Florida
Folio No.:	02-3202-004-0560
Verification:	Recorded deed, MLS

Financing & Prior Sale

Financing:	All cash to the seller
Prior Sale:	None in the past five years

Property Description

Zoning:	RS-3, Single Family Residence District by the city of Miami Beach, FL
Shape:	Rectangular
Topography:	Grade level

Comments

This is a single-family lot located at the northeast corner of Collins Avenue and 78th Street in a gated residential community. The location is one block from the ocean.

Comparable Land Sale 12

Location

1351 S Venetian Way
Miami, FL 33139

Property Type

Vacant Residential Lot

Square Feet

7,500

Price/Sq.Ft.

\$110.67

WAR No.

303637



Recording Information

Sale Price: \$830,000
Sale Date: May 2014
ORB/Page: 29162/2924
Grantor: Mario Jaile and Mercedes Jaile
Grantee: Domingo Pardo, as Trustee
Legal Description: Lot 8, Block 7, SAN MARCO, according to the Plat thereof, as recorded in Plat Book 9, Page 21 of the Public Records of Miami-Dade County, Florida

Folio No.: 01-3232-001-0610
Verification: Recorded deed, MLS

Financing & Prior Sale

Financing: All cash to the seller
Prior Sale: None in the past five years

Property Description

Zoning: T3-R, Single Family Residence by the city of Miami, FL
Shape: Rectangular
Topography: Grade level

Comments

This single-family lot is located at the northwest corner of S Venetian Way and NE 13th Place on San Marco Island, one of the Venetian Islands.

Comparable Land Sale 13

Location

7833 Atlantic Way
Miami Beach, FL 33141

Property Type

Vacant Residential Lot

Square Feet

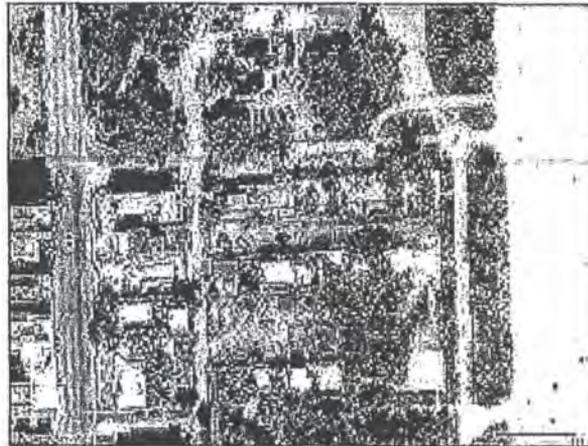
13,000

Price/Sq.Ft.

\$246.15

WAR No.

303638



Recording Information

Sale Price: \$3,200,000
Sale Date: August 2013
ORB/Page: 28783/1184
Grantor: Bank of America, N.A.
Grantee: Loxodonta Ventures, LLC
Legal Description: Lot 2, Block 5, CORRECTED PLAT OF ALTOS DEL MAR, according to the Plat thereof, as recorded in Plat Book 31, Page 40 of the Public Records of Miami-Dade County, Florida
Folio No.: 02-3202-004-0190
Verification: Recorded deed, MLS

Financing & Prior Sale

Financing: All cash to the seller
Prior Sale: None in the past five years

Property Description

Zoning: RS-3, Single Family Residence District by the city of Miami Beach, FL
Shape: Rectangular
Topography: Grade level

Comments

This single-family lot is located on the east side of Atlantic Way, between 78th and 79th Streets, with frontage of 50 feet on Atlantic Way and on the beach. The location is a gated residential community. This is an interior parcel with a depth of 260 feet. This was a bank sale by the lender that foreclosed on the previous owner's loan.

Comparable Land Sale 14

Location

7709 Atlantic Way
Miami Beach, FL 33141

Property Type

Vacant Residential Lot

Square Feet

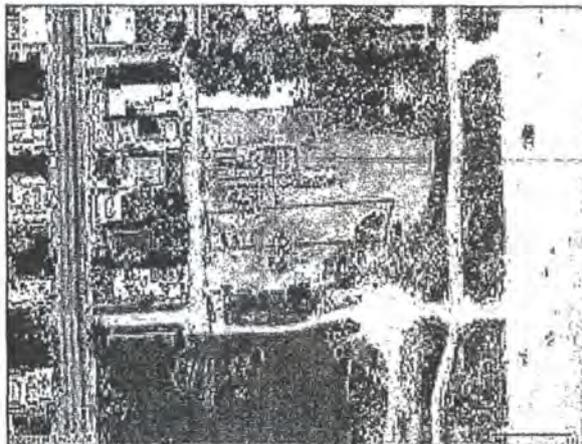
13,000

Price/Sq.Ft.

\$298.08

WAR No.

303639



Recording Information

Sale Price: \$3,875,000
Sale Date: July 2013
ORB/Page: 28757/623
Grantor: 1037 Orlando, LLC
Grantee: Kadey Family Beach, LP
Legal Description: Lot 5, Block 6, CORRECTED PLAT OF ALTOS DEL MAR, according to the Plat thereof, as recorded in Plat Book 31, Page 40 of the Public Records of Miami-Dade County, Florida
Folio No.: 02-3202-004-0280
Verification: Recorded deed, MLS

Financing & Prior Sale

Financing: All cash to the seller
Prior Sale: May 2012 for \$3,500,000

Property Description

Zoning: RS-3, Single Family Residence District by the city of Miami Beach, FL
Shape: Rectangular
Topography: Grade level

Comments

This single-family lot is located on the east side of Atlantic Way, between 77th and 78th Streets, in a gated residential community. It is an interior lot with frontage of 50 feet along both Atlantic Way and the beach, and a depth of 260 feet.

Analysis

Sales 8, 9 and 12 are smaller non-waterfront sites that sold in the range of \$107 to \$155 per sq. ft. Sales 10, 11, 13 and 14 are all located in Altos del Mar, a small single-family subdivision and gated community located between Collins Avenue and the ocean. Sales 10 and 11 are smaller non-waterfront lots with partial frontage on Collins Avenue that sold at \$164 and \$148 per sq. ft., whereas Sales 13 and 14 are larger lots with ocean frontage and views, selling for \$246 and \$298 per sq. ft. Note that Sale 13 at \$246 per sq. ft. was a bank sale of a foreclosed property and likely reflects distressed or liquidation sale conditions. After adjusting for this, this sale indicates a value near that of Sale 14, which is identical in size and shape and has a very similar location. Note also that Sales 13 and 14 are disadvantaged by a very narrow shape (both have a depth of 260 feet but a width of only 50 feet), which would severely constrain development and design possibilities. It should also be noted that though these have ocean frontage, they are set back from the beach some distance, slightly diminishing the quality of the views. The shape and view factors help explain why these properties achieved a lower price per sq. ft. than the market value estimated for the main parcel, in spite of the fact that they are a very scarce type of property in the local market (single-family lots with ocean frontage).

Conclusion

The inferior non-waterfront sales ranged from \$107 to \$164 per sq. ft. The two waterfront sales are at \$246 and \$298 per sq. ft., with the lower figure requiring a positive adjustment for conditions of sale. The two waterfront sales are inferior to the main parcel, mainly due to severe shape disadvantages, and achieved values per sq. ft. within the range of all but the two highest sales considered in the main parcel valuation. The sales indicate the following ranges;

Non-waterfront sales (Sales 8 to 12)	\$107 to \$164 per square foot
Atlantic Way (Sales 13 & 14)	\$246 and \$298 per square foot
Main parcel sales (Sales 1 to 7)	\$271 to \$611 per square foot

The analysis indicates that a large negative adjustment to the market value estimated for the main parcel would be appropriate. This would put the value below the range of the main parcel sales (Sales 1 to 7), above the range of the non-waterfront sales (Sales 8 to 12), below Sale 14 (which is severely disadvantaged by shape but which benefits from ocean frontage), and near Sale 13 (which is very similar to Sale 14 but which was also a distressed sale). Based on this, an across the fence value of \$250 per sq. ft. is indicated. At 10,215 sq. ft., this equates to a value of \$2,550,000 (rounded).

Potential Impact on the Market Value of the Main Parcel

Based on the across the fence values estimated above, the net value of the proposed land swap is \$200,000 (the amount by which the value of the north tract exceeds the value of the south tract). The reader should note that the across the fence values estimated above do not consider the potential impact of the proposed land swap on the market value of the main parcel. In other words, they ignore the possibility that the value of the land swap *to the owner of the main parcel* may be higher or lower than the net value based on the across the fence values of the north and south tracts. As a result of the proposed swap, the main parcel would be impacted by the following changes:

- Water frontage would be reduced from 150 feet to 125 feet
- An enhancement of the utility of the north 30 feet of the existing water frontage as a result of the annexation of the north tract, which would make possible better quality views from that portion of the water frontage.
- An enhancement in the overall shape of the parcel, which is currently disadvantaged by having a 1,647 sq. ft. semi-“orphaned” segment at the northwest end on the waterfront. The boundary at the southeast end would become irregular, but this occurs at the street frontage where it has much less impact than on the waterfront.
- The overall size of the parcel would increase from 24,425 to 28,770 sq. ft.

The net impact of these changes is likely to be neutral to slightly positive, making it possible that *to the owner of the main parcel* the value of the proposed land swap could be greater than the net value based on the across the fence values. However, these factors were not considered and are not reflected in the across the fence values estimated which are based on market value and not a value to an adjoining owner.

Reconciliation of Value

The reconciliation process considers the approaches which were utilized in this report. Each approach to value is analyzed as to its reliability and applicability. These approaches indicated the following values:

Cost Approach	Not applicable
Income Capitalization Approach	Not applicable
Sales Comparison Approach	
<i>Main Parcel</i>	<i>\$9,800,000</i>
<i>South Tract</i>	<i>\$2,350,000</i>
<i>North Tract</i>	<i>\$2,550,000</i>

The cost approach estimates the land value and adds the depreciated value of the improvements. As the land being appraised is vacant, this approach is not applicable and was not applied herein.

The income capitalization approach analyzes the projected income and expenses of a property and capitalizes the net income into a value estimate. Typically vacant land is not purchased based on its ability to generate income. This method is not applicable and was not applied herein.

The sales comparison approach compares sales of similar properties to the main parcel and is the only applicable approach to value. These sales were analyzed for differences such as conditions of sale, financing, market conditions, location, zoning, shape/size, and other characteristics. The strength of this approach relies on the quality of the comparable sales. Sales which closely resemble and can be compared easily with the subject are most desirable. The sales utilized were considered comparable and make the sales comparison approach the only reliable indication of value. It was used to estimate the market value of the main parcel, and also the adjustment needed for the across the fence value estimate of the north tract. The across the fence value of the south tract is equivalent to the market value per sq. ft. of the main parcel.

As the main parcel and the north and south tracts are valued as vacant land, total reliance was placed on the sales comparison approach. Based on the analysis, the market value of the main parcel as though vacant as of May 31, 2014 is estimated at \$9,800,000, the across the fence value of the south tract as of May 31, 2014 is estimated at \$2,350,000, and the across the fence value of the north tract as of May 31, 2014 is estimated at \$2,550,000.

ADDENDA



ADDENDUM A
COUNTY AREA DESCRIPTION

Miami-Dade County and Area Description

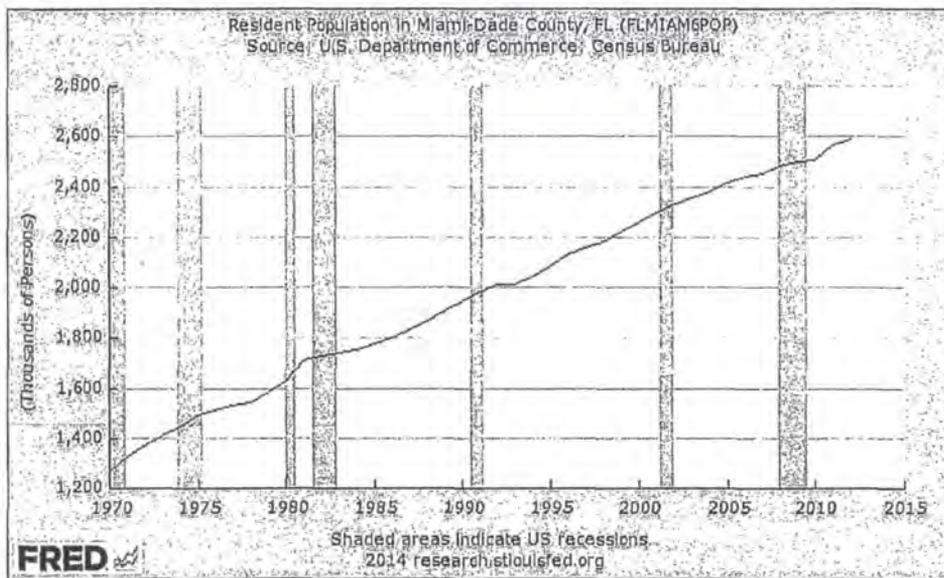
General Overview

Miami-Dade County, often referred to as “Miami” is known internationally for its weather, beaches, banking, fine art, shopping, and Latin culture. While many pass through the Cruise Capital of the World, 2.5 million people call it home.

Miami-Dade County is at the southeastern tip of Florida and is the south-easternmost state in the continental United States. Its land area is approximately 1,946 square miles and is bordered by Broward, Collier, and Monroe Counties to the north, southwest, and south, respectively. The county is bordered by the Atlantic Ocean to the East and Everglades National Park to the West.

Demographics

As of the 2013 Census report, Miami-Dade County has 2,496,435 residents. Over half of those were born outside the United States; 70 percent fall between the ages of 25 and 55. As depicted in the following graph, the county’s population has risen steadily since 1970.



Miami-Dade County Population Projections			
2015 Projection based on 2011 Estimate	Percentage change 2011 to 2015	2020 Projection based on 2011 Estimate	Percentage change 2011 to 2020
2,591,790	3.8%	2,717,631	4.9%

Miami has a positive reputation for international business, and developers are marketing their new projects to those individuals. Therefore, the county’s population is expected to increase at an even greater rate approaching the year 2020.

Miami is the largest city in the County. Other populous municipalities include Hialeah, Miami Gardens, Miami Beach, and unincorporated land. Actively growing are some new cities since 2000 such as Cutler Bay and Doral.

Brief History

Miami was founded in 1866 after the end of Spanish rule in Florida. Before the turn of the century, prominent figures such as William and Mary Brickell and Henry Flagler established a community and connected the young city to the rest of the United States. Island people moved here for work.

In 1910, John Collins discovered fresh water on Miami Beach, and within a decade, the population soared, and businessmen bought up the land. The city quickly became a popular spot for tourists, but it crumbled under the hurricane of 1926. During the decades of war, parts of Miami-Dade County became training grounds for military. Residents then slowly built back up the tourism industry.

The early 1960's marked the beginning of the arrival of large numbers of Cuban Refugees into Miami-Dade County and South Florida. In the years following, significant numbers of immigrants have come from Haiti, Cuba and other Latin American countries.

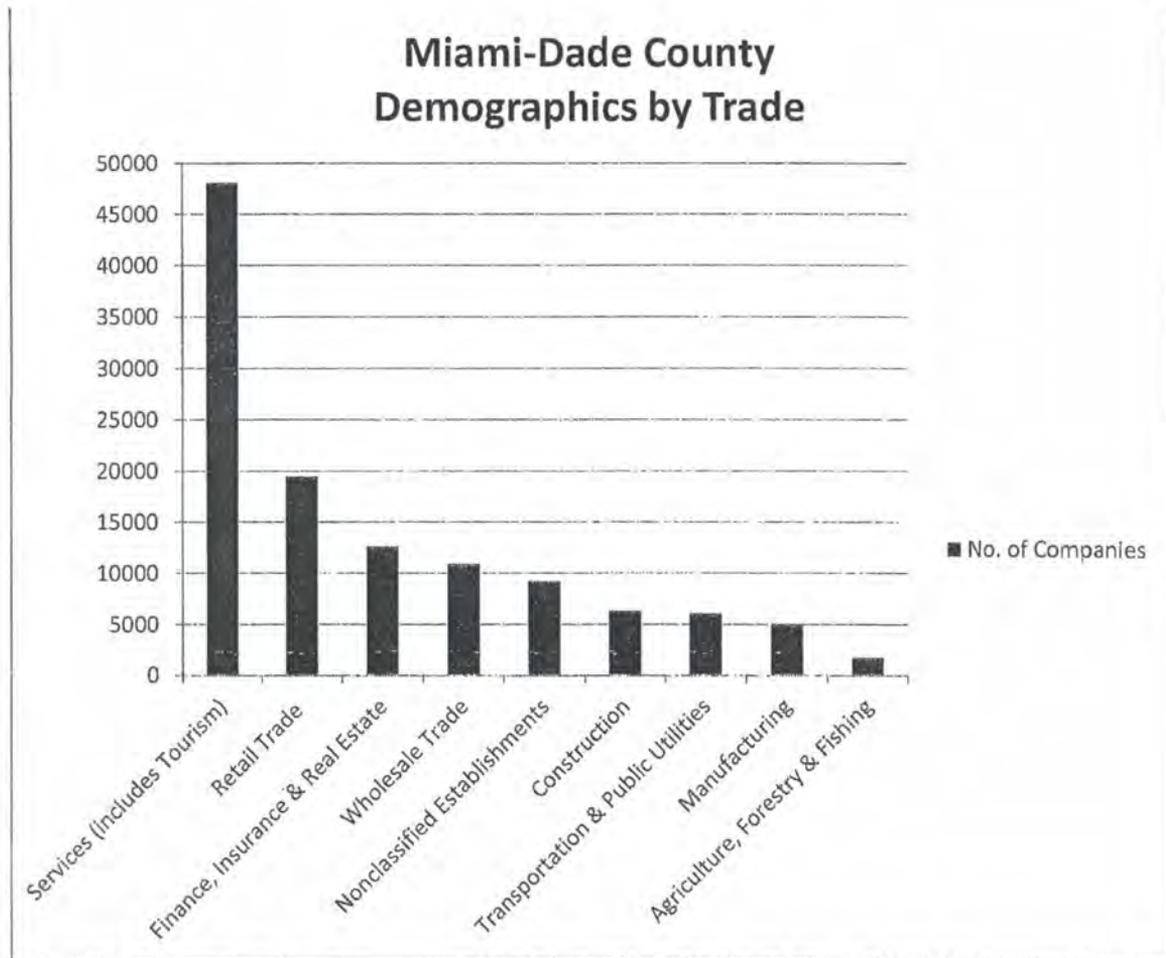
Government

Miami-Dade County has a strong mayor form of government, with nine elected individuals (one mayor and eight commissioners) making up the Miami-Dade County Board of Commissioners. The mayor appoints a professional administrator to manage the daily activities of the county government and a county attorney to handle its legal matters.

Some governmental activities, services and functions previously handled by individual municipalities are now handled by the county. Among these are real property assessment and valuation, health and welfare, most water and sewers, traffic engineering, public libraries, public transportation, public housing, urban renewal, seaport, airport, regional parks and air and water pollution control. In addition to these, Miami-Dade County provides services to the unincorporated areas of the county such as: police and fire protection, building and zoning regulation, trash and garbage collection and disposal, parks and recreation, consumer protection and corrections and rehabilitation of adults and youth offenders.

Economic Base

The primary industries that support Miami-Dade County's economy through employment are trade, transportation and utilities, followed by education/health services and government. The most known is tourism, a major industry for Miami-Dade County. The following chart reflects the county's demographics by trade, with tourism ranking the highest number of companies, followed by retail and finance, insurance and real estate.



Source: The Beacon Council

A year-round growing season allows the agricultural industry to be the top vegetable supplier and producer in the country. The industry employs more than 20,000 people and produces more than \$2.7 billion in economic benefits each year. As a result, agritourism has sprouted an industry throughout the agricultural area where visitors can sample and purchase locally grown products.

Transportation

Miami International Airport (MIA) and its linkages are considered to be the driving force for growth behind its surrounding area. Airport traffic in 2013 included over 40 million passengers, 2 million tons of freight, and 2 million tons of cargo. Other airports within the county include Kendall-Tamiami Airport and Opa-locka Executive Airport. The aviation industry directly and indirectly contributes \$26.7 billion and 282,043 jobs to the local economy.

PortMiami annual activity includes 4.3 million cruise passengers and 7.4 millions of tons of cargo. The port contributes more than \$27 billion annually to the South Florida economy and helps provide direct and indirect employment for more than 207,000 individuals. It is currently undergoing construction for a two-way underwater tunnel between the port and downtown Miami. Scheduled to be completed in 2015 is the Deep Dredge Project, set to deepen the channel from its current 42-foot depth to minus 50 feet in order to accommodate super cargo ships now being constructed.

Within Miami-Dade County, major roads include the *Palmetto Expressway* (State Road No. 826), a major north/south expressway; the *Dolphin Expressway* (State Road No. 836), a major east/west expressway; *Interstate 95* and the *Florida Turnpike*. All of these represent Miami's expressway network and make almost any destination in Miami-Dade County within 30 to 45 minutes driving time.

Transportation systems include a Busway in south Miami-Dade County linking to Metrorail, an elevated rail rapid transit system connecting portions of Miami-Dade County. In July 2012, a new Metrorail station in MIA links south Miami-Dade County, downtown Miami and the entire elevated rail line. The enables seamless connections to the Metromover systems and to a web of transportation arteries in neighboring counties leading to the rest of Florida.

The Miami Intermodal Center (MIC) links the airport, East/West Rail, Amtrack, Tri-Rail, Airport/Seaport Connector and Metrorail mainline rail. Located near the State Road No. 836/State Road 112 Connector, it presently contains the bulk of the rental car agencies. East of the airport in the future it will contain retail, commercial, residential and tourist-designed development.

The Metromover automated people mover system is located in downtown Miami and is an off-shoot of the Metrorail system. There are also Metrobus buses, most of which are in service daily throughout the county. The Metromover system includes the Brickell Avenue financial district and also runs north to the Omni area. Other transportation services in Miami-Dade County include Tri-Rail, railroads and taxicabs. Railroad service by Amtrak is accessible in northwest Miami-Dade. Tri-Rail is South Florida's commuter train system which services Miami-Dade, Broward and Palm Beach Counties.

Education

Based upon student population, the Miami-Dade County School system is the fourth largest public school system in the nation with 415 institutions including elementary, middle, high, K-8, charter, alternative and magnet schools. Many private institutions exist as well.

Several colleges and universities located in the county are University of Miami, Barry University, Florida International University, Miami-Dade Community College, St. Thomas University, Florida Memorial College and Johnson & Wales University.

Medical

Miami-Dade County has the largest concentration of medical facilities in Florida. The largest institution is Jackson Memorial Medical Center, the second largest public hospital in the nation which shares many teaching, treatment and research capacities with the University of Miami. Private hospitals include Baptist Health System, Mercy, Miami Children's, and Mount Sinai.

Sports

Professional, college and even local neighborhood sports draw spectators, participants and investors to a high degree and create a positive atmosphere. Professional football (Miami Dolphins), basketball (Miami Heat), baseball (Miami Marlins) and ice hockey (Florida Panthers) are continual draws. As of January 2014, business negotiations are currently underway to bring Major League Soccer to Miami. There are two horse tracks and a dog track. Several of these tracks have been approved for slot gambling or table gambling, depending upon location in a municipality or Indian reservation. Also offered are golf, tennis, as well as the numerous water sports, given the significant bodies of water.

Arts and Culture

Known for the wealth of ethnic diversity and heritage, Miami-Dade County has a cultural mix of festivals, concerts, theater, and dance performances. Adrienne Arsht for the Performing Arts of Miami-Dade County opened in 2006 and is home to the Concert Association of Florida, Florida Grand Opera, Miami City Ballet, and the New World Symphony. The county is also home to several museums and wildlife attractions.

Summary

During its history, Miami-Dade County and the Greater Miami area have experienced significant changes and growth. Trends indicate that the growth will continue with Miami-Dade County rapidly becoming an international city with a diverse culture. The economic base and the bilingual population should continue to attract new residents and businesses into Greater Miami.

Sources including, but not limited to:

United States Census Bureau (Jan. 2014). <http://quickfacts.census.gov/qfd/states/12/12086.html>

Miami-Dade County Portal (Jan. 2014). www.miamidade.gov

The Beacon Council (Jan. 2014). www.beaconcouncil.com

Federal Reserve Economic Data (Jan. 2014). <http://research.stlouisfed.org/fred2/>

Miami Herald (various articles). <http://www.miamiherald.com/>

ADDENDUM B
LEGAL DESCRIPTION

Parcel A:

Lot 25, in Block 1-A or LA GORCE GOLF SUBDIVISION, according to the plat thereof, recorded in Plat Book 14, at Page 43, of the Public Records of Miami-Dade County, Florida.

Parcel B:

Commence at the Northeast corner of Lot 25, Block 1-A, LA GORCE GOLF SUBDIVISION, according to the Plat thereof, recorded in Plat Book 14, at Page 43, or the Public Records of Miami-Dade County, Florida; thence Northwesterly along the Northeasterly line of the aforesaid Lot 25, a distance of 193.5 feet to a point of beginning of tract of land hereinafter described; thence Northerly 54.9 feet more or less to a point on the Southwesterly line of Tract A of Subdivision of Lot 24, Block 1, LA GORCE GOLF SUBDIVISION, according to the Plat thereof recorded in Plat Book 38, at Page 67 of the Public Records of Miami-Dade County, Florida, said point being 215.1 feet Northwesterly from the Southeast corner of the aforesaid Tract A; thence Northwesterly along the Southwesterly line of aforesaid Tract A, a distance of 30 feet more or less to the water's edge of Biscayne Bay; thence Southerly meandering the water's edge of Biscayne 54.9 feet more or less to point of intersection with the Northeasterly line of Lot 25, Block 1-A, LA GORCE GOLF SUBDIVISION, according to the Plat thereof, recorded in Plat Book 14, at Page 43, of the Public Records of Miami-Dade County, Florida; thence Southeasterly along the Northeasterly line of aforesaid Lot 25, a distance of 30 feet more or less to the point of beginning.

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager 

DATE: October 10, 2014

SUBJECT: **A DISCUSSION REGARDING A ROOFTOP LEASE AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND CROWN CASTLE NG EAST, LLC ("TENANT"), CONCERNING THE USE OF THE ROOFTOP OF THE BUILDING LOCATED AT 1560 COLLINS AVENUE, MIAMI BEACH, FLORIDA (A/K/A/ ANCHOR SHOPS), FOR THE OPERATION AND MAINTENANCE OF COMMUNICATIONS EQUIPMENT, FOR A TERM OF NINE (9) YEARS 364 DAYS, COMMENCING ON THE FIRST DAY OF THE MONTH FOLLOWING LEASE EXECUTION.**

BACKGROUND

The Anchor Shops is located at 1560 Collins Avenue, Miami Beach, Florida (the "Property") and is owned by the City of Miami Beach (the "City"). The Property contains six (6) floors, including retail and restaurant users on the ground floor, and serves as a parking garage on the upper floors.

The City entered into a Communications Site Lease Agreement with Nextel South Corp. dated January 11, 2006 (the "Agreement"). The Agreement, attached hereto as Exhibit A, was for a term of five (5) years with one (1) renewal option for four (4) years. The annual rent was \$36,000 payable in monthly installments, with no increases.

Nextel South Corp. entered into a Consent and Assignment Agreement with Crown Castle NG East, LLC dated January 18, 2013 (the "Assignment"), attached hereto as Exhibit B, assigning and transferring all of its rights, interest and obligations under the Agreement.

ANALYSIS

The Agreement is nearing expiration and Crown Castle NG East, LLC (the "Tenant") wishes to continue its use of the garage rooftop at the Property for the purpose of operating and maintaining communications equipment.

The Administration has negotiated a Rooftop Lease Agreement (the "Lease"), a draft of which is attached hereto as Exhibit C, and is subject to Legal and Regulatory approvals as well as final approval by the Tenant, containing the following basic terms and conditions:

Commencement: First day of the month following Lease execution

Lease Term: Nine (9) years and 364 days

Leased Premises: A portion of the garage rooftop located at Anchor Shops

Rent: \$48,000 annually, payable in monthly installments of \$4,000

Increases: Fixed three percent (3%) annually

Security Deposit: Six (6) month's rent in the amount of \$24,000

Miscellaneous: Tenant currently allows three (3) customers to occupy space at the Leased Premises. For each additional customer, Tenant shall pay a pro-rata increase in the rent.

CONCLUSION

The Administration seeks a recommendation from the Finance and Citywide Projects Committee approving a new Rooftop Lease Agreement with Crown Castle NG East, LLC.

JLM/KAB/MAS//MMM

Exhibits:

- A Communications Site Lease Agreement
- B Consent and Assignment Agreement
- C Rooftop Lease Agreement

Exhibit A

Communications Site Lease Agreement

COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING)

This COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is dated as of January 11, 2006, by Nextel South Corp., a Georgia corporation ("Nextel" or "Tenant"), and the City of Miami Beach, a Florida municipal corporation ("Owner" or "Landlord").

For One Dollar (\$1.00) paid to Owner, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Owner owns a parcel of land ("Land") upon which a parking deck (hereinafter referred to as the "Building") is constructed located in the City of Miami Beach, County of Miami-Dade, State of Florida, commonly known as 1550 Collins Ave. APN: _____). The Building and the Land are collectively referred to herein as the "Property." The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Owner hereby leases to Nextel and Nextel leases from Owner approximately Two Thousand Five Hundred (2,500) square feet of space on the roof of the Building and cable tray, conduit and riser space, and all other access and utility easements necessary or desirable therefor (collectively, "Premises") as may be described generally in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("Effective Date"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("Due Diligence Period"), Nextel shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Nextel may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Nextel determines, during the Due Diligence Period, that the Premises are not appropriate for Nextel's intended use, or if for any other reason, Nextel decides not to commence its tenancy of the Premises, then Nextel shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Nextel expressly acknowledge and agree that Nextel's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Nextel shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. **Term.** The term of Nextel's tenancy hereunder shall commence on the installation of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date") and shall terminate on the fifth anniversary of the Term Commencement Date ("Term") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for one (1) successive four (4) year period ("Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each such Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to the commencement of the succeeding Renewal Term, which notice shall be delivered to Landlord no later than ninety (90) days prior to the expiration of the Term.

4. **Rent.**

(a) Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent Three Thousand and 00/100 Dollars (\$3,000.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Landlord at 1700 Convention Center Drive Miami Beach Florida 33139; Attention: C.F.O. Patricia Walker. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord.

(b) Within forty five (45) days following the date of execution of this Agreement, Tenant will give Landlord twenty (20) unactivated Blackberry data units. If Landlord chooses to utilize such units for communications purposes, Landlord shall be responsible for activating such units and paying for all activation, monthly service, and other related fees associated with such units. In addition, Tenant shall install, at its sole cost and expense, six (6) strands of fiber optic cable, which shall run from the City of Miami Beach's Police Department, located at 1100 Washington Avenue, to the City of Miami Beach's City Hall, located at 1700 Convention Center Drive. The installation of the fiber optic cable shall be performed pursuant to Tenant's construction schedule, but shall be completed no later than 12/31/06. Upon completion of the installation and construction of the six (6) strands of fiber optic cable, all right, title and interest shall fully vest in the Landlord. Landlord shall have exclusive use of the six (6) strands of fiber. Landlord understands and agrees that the fiber optic cable will be left in a disconnect mode and the Landlord shall bear all costs and expenses related to attaching the fiber optic cable to the existing, City owned telecommunications equipment.

5. Use. From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

6. Facilities; Utilities; Access.

(a) Tenant has the right, within the Premises, to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation utility lines, transmission lines, an air conditioned equipment shelter(s) and/or an air conditioned equipment room in, adjacent to, or on the roof of the Building, electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefor ("Tenant Facilities"). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Property and restore the Premises to the original condition prior to the Effective Date, reasonable wear and tear excepted.

(b) Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property. In connection therewith, Landlord hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of Landlord's Property as necessary or desirable therefor. Landlord agrees to sign such documents or easements, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Landlord and the servicing utility company.

(c) Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property, and such right and easement are described generally in Exhibit B.

(d) Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways.

7. Interference.

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Property, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use reasonable efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

8. Taxes. If personal property taxes are assessed, Tenant shall pay any portion of such taxes directly attributable to the Tenant Facilities. Landlord shall pay when due all real property taxes, assessments and deferred taxes on the Property.

9. Waiver of Landlord's Lien.

(a) Landlord waives any lien rights it may have concerning the Tenant Facilities, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent provided Tenant repairs and restores the Premises pursuant to paragraph 6(a) above.

(b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by either party, if Tenant does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iii) by either party, if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by either party, if any environmental report for the Property reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by Tenant if the Landlord fails to deliver to Tenant an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below.

11. Destruction or Condemnation. If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, either party may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to the other no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If either party chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance.

(a) Tenant, at Tenant's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Tenant shall provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 12. Alternatively, Tenant shall have the option of providing Landlord with evidence of such coverage electronically by providing to Landlord a Uniform Resource Locator ("URL") Link to access Tenant's memorandum of insurance ("MOI") website in order for Landlord to review the coverage required by this Paragraph 12.

(b) Landlord, at Landlord's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Property. Within thirty (30) days following the Effective Date, Landlord shall provide Tenant with a COI evidencing the coverage required by this Paragraph 12. Alternatively, Landlord shall have the option of providing Tenant with evidence of such coverage electronically by providing to Tenant a URL Link to access Landlord's MOI website in order for Tenant to review the coverage required by this Paragraph 12.

(c) Either party may maintain a program of self-insurance against the above risks with actuarially determined levels of protection no less than the above stated amounts.

13. Waiver of Subrogation. Landlord and Tenant release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Property or the Premises or to the Tenant Facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at

the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage caused by any of the risks insured against under any insurance policy required by Paragraph 12.

14. Liability and Indemnity. To the extent permitted by Florida law, and subject to Landlord's limitation of liability as provided in Section 768.28, Florida Statutes, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents, employees or contractors in or about the Property. The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

15. Assignment and Subletting. Tenant may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord; provided, however, that Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Landlord's Lien") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

16. Warranty of Title and Quiet Enjoyment. Landlord warrants that: (i) Landlord owns the Property in fee simple, has rights of access thereto from the nearest public roadway, which Tenant is legally permitted to use, and the Property and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.

17. Repairs. Tenant shall repair any damage to the Premises or Property caused by the negligence or willful misconduct of Tenant. Upon expiration or termination hereof, Tenant shall repair and restore the Premises to substantially the condition in which it existed as of the Effective Date, reasonable wear and tear and loss by casualty or other causes beyond Tenant's reasonable control excepted.

18. Hazardous Material.

(a) As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Landlord from, and Landlord has no knowledge that notice has been given to any predecessor owner or operator of the Property by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Property; and (iii) Landlord will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any Environmental Law.

(b) Without limiting Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other, to the extent permitted by law, harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Property by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Property by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Property and their personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Landlord:

City of Miami Beach
Patricia Walker
Chief Financial Officer
1700 Convention Center Drive
Miami Beach FL 33139
Phone:

With a copy to:

Eleni Pantaridis, Esq.
Leibowitz & Associates, PA
One SE Third Avenue, Suite 1450
Miami, FL 33131

Tenant:

Nextel South Corp., a Georgia corporation
851 Trafalgar Court, Suite 300 East
Maitland, FL 32751
Attn: Property Manager
Phone: (407) 838-5334

With a copy to:

Nextel South Corp.
2001 Edmund Halley Drive
Reston, VA 20191-3436
Attn: Regional Legal Services, Contracts Manager

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

(f) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, TENANT AND LANDLORD EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

(g) Landlord agrees to execute and deliver to Tenant a Memorandum of Agreement in the form annexed hereto as Exhibit C and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Property is located.

(h) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and deliver to Tenant an executed and acknowledged non-disturbance and attornment instrument for each such mortgage or deed of trust in a recordable form reasonably acceptable to both parties.

(i) Landlord agrees to fully cooperate with Tenant (including obtaining and/or executing necessary documentation) to clear any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.

(j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(k) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(l) Both parties took part in the negotiation of this Agreement and agree that legal concepts intended to construe the Agreement against the drafter will not apply against either party.

(m) In the event of any breach or default by either party, the other party shall be entitled to all rights and remedies provided for in this Agreement and/or available at law, in equity, by statute or otherwise, all of which rights and remedies shall be cumulative (and not exclusive).

(n) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(o) All Recitals set forth above, and all Riders and Exhibits annexed hereto, form material parts of this Agreement and are hereby incorporated herein by this reference.

(p) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

20. **Marking and Lighting Requirements.** Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should Tenant be cited because the Property is not in compliance and should Landlord fail to cure the conditions of noncompliance, Tenant may terminate this Agreement.

21. **Supplier Diversity.** Nextel is committed to equal employment and vendor diversity. As part of this commitment, it is the policy of Nextel that small business concerns, veteran-owned small business concerns, HUBZone small business concerns, women-owned small business concerns, small disadvantaged business concerns (including 8(a) business concerns) and historically black colleges and universities and minority institutions ("Diverse Suppliers," as further defined below) shall have the maximum practicable opportunity to participate in performance of contracting between Nextel and its vendors. The term "Diverse Supplier(s)" shall mean and be defined as set forth in Federal Acquisition Regulation Part 19 and 13 C.F.R. Part 121. In addition, "Historically black colleges and universities," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean and include institutions determined by the Secretary of Education to meet the requirements of 34 C.F.R. Section 608.2; any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; and "Minority institutions," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. §1135d-5(3)); and also Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. §1059c(b)(1)). Landlord shall confirm in the space below whether or not Landlord reasonably believes it qualifies as a Diverse Supplier.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LANDLORD:

The City of Miami Beach, a Florida municipal corporation

By: [Signature]

Name: ~~David Dermer~~ RICHARD STEINBERG

Title: ~~Mayor~~ VICE-MAYOR

Date: January 11, 2006

Tax I.D.: _____

Diverse Supplier: Yes No

Witnesses for RICHARD STEINBERG
~~David Dermer~~ :

[Signature]

Print Name: Robert Parcher
City Clerk

Print Name: _____

TENANT:

Nextel South Corp., a Georgia corporation

By: [Signature]

Name: MARIO A. MARTINEZ

Title: Director Site Development

Date: _____

Witnesses for Mario Martinez

[Signature]

Print Name: Todd Wells

[Signature]

Print Name: Amanda S. Pascaris

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature] 1-9-06
City Attorney Date

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 200__, by and between the City of Miami Beach, a Florida municipal corporation, as Landlord, and Nextel South Corp., a Georgia corporation, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN:

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

LEGAL DESCRIPTION

The subject parcel is described as follows:

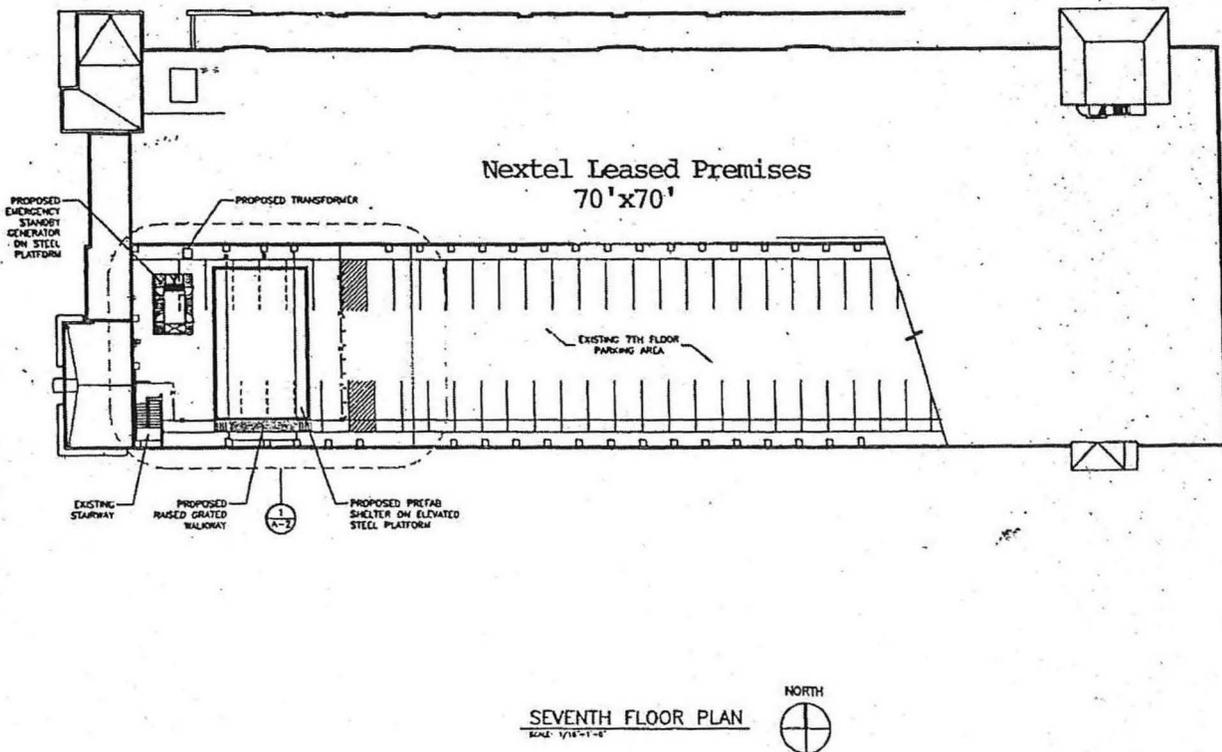
Lots 8 through 13, Block 57, Fisher's First Subdivision of Alton Beach, according to the plat thereof as recorded in Plat Book 2, Page(s) 77, Public Records of Miami-Dade County, Florida.

EXHIBIT B
DESCRIPTION OF PREMISES

to the Agreement dated _____, 200__, by and between the City of Miami Beach, a Florida municipal corporation, as Landlord, and Nextel South Corp., a Georgia corporation, as Tenant.

The Premises are described and/or depicted as follows:

A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO



Notes:

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. Without in any way limiting Paragraph 6 (or Tenant's right to make future changes), the type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.
6. Drawings not to scale.

* Nextel Communications access and utility easements over existing parking lots and roadways of property.

* Survey is attached.

EXHIBIT C

to the Agreement dated _____, 200__, by and between the City of Miami Beach, a Florida municipal corporation, as Landlord, and Nextel South Corp., a Georgia corporation, as Tenant.

RECORDED AT REQUEST OF, AND WHEN RECORDED RETURN TO:

Nextel South Corp., a Georgia corporation
851 Trafalgar Court, Suite 300 East
Maitland, FL 32751
Attn: Property Manager

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into on _____, 200__, by the City of Miami Beach, a municipal corporation, with an address at 1700 Convention Center Drive, Miami Beach Florida 33139 (hereinafter referred to as "Owner" or "Landlord") and Nextel South Corp., a Georgia corporation, with an office at 851 Trafalgar Court, Suite 300 East, Maitland, Florida 32751 (hereinafter referred to as "Nextel" or "Tenant").

1. Owner and Nextel entered into a Communications Site Lease Agreement ("Agreement") dated as of _____, 2006, effective upon full execution of the parties ("Effective Date") for the purpose of Nextel undertaking certain Investigations and Tests and, upon finding the Property appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Nextel's tenancy under the Agreement is for five (5) years commencing on _____, 2006, ("Term Commencement Date"), and terminating on the fifth anniversary of the Term Commencement Date with one (1) successive four (4) year option to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

The City of Miami Beach, a municipal corporation

TENANT:

Nextel South Corp., a Georgia corporation

By: EXHIBIT ONLY - DO NOT EXECUTE

Name: _____

Title: _____

Date: _____

By: EXHIBIT ONLY - DO NOT EXECUTE

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

On _____, 200__, before me, _____, Notary Public, personally appeared _____, _____ for the City of Miami Beach, a municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

STATE OF _____

COUNTY OF _____

On _____, 200__, before me, _____, Notary Public, personally appeared _____, for Nextel South Corp., a Georgia corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

MEMORANDUM OF AGREEMENT

EXHIBIT A

DESCRIPTION OF LAND

to the Memorandum of Agreement dated _____, 200__, by and between the City of Miami Beach, a municipal corporation, as Landlord, and Nextel South Corp., a Georgia corporation, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

Exhibit B

Consent and Assignment Agreement

CONSENT AND ASSIGNMENT AGREEMENT

(COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING))

This Consent and Assignment Agreement ("Assignment") is made and effective this 18th day of January, 2013 by and among the City of Miami Beach, a Florida municipal corporation ("Landlord"), Nextel South Corp., a Georgia corporation ("Tenant") and Crown Castle NG East, Inc., a Delaware corporation ("Assignee").

Recitals

A. Assignee provides telecommunications services to wireless carriers through distributed antenna systems and other facilities located within the United States.

B. Landlord and Tenant are parties to a Communications Site Lease Agreement dated January 11, 2006 (the "Agreement"). The Agreement provides, in relevant part, as follows:

"15. **Assignment and Subletting.** Tenant may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord; provided, however, that Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Landlord's Lien") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns...."

C. Tenant desires to assign and transfer all of its rights, interest and obligations in the Agreement to Assignee, and Assignee desires to assume all such rights, interest and obligations in the Agreement.

D. Landlord is willing to grant its prior written consent and agrees to the assignment and transfer of all of Tenant's rights, interest and obligations in the Agreement to Assignee on the terms and conditions set forth below.

NOW THEREFORE, the parties agree as follows:

1. Effective as of the date of this Assignment, Landlord hereby grants its consent to Tenant and agrees to the assignment and transfer of all of Tenant's rights, interest and obligations in the Agreement to Assignee, and Assignee hereby assumes all of Tenant's rights, title, interest and obligations in the Agreement.

2. Tenant hereby bargains, sells, transfers, assigns and conveys unto Assignee all of Tenant's right, title, interest and obligations in and to the Agreement, and Assignee hereby accepts such assignment.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, regardless of the laws that otherwise govern under the principles of conflicts of laws.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective designees, affiliates, successors and assigns.

5. In the event that any part of this Assignment is held to be void, invalid or unenforceable in any respect, then the same shall not affect the remaining parts, which shall continue in full force and effect.

6. This Assignment contains the entire understanding of the parties with respect to the same. It may not be changed orally. This Assignment may be amended or modified only with such writing being executed by the parties.

7. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, whether in original or facsimile form, it being understood that all parties need not sign the same counterpart.

[no further text; signature page immediately follows]

IN WITNESS WHEREOF, the parties have executed this Consent effective as of the date first shown above.

CITY OF MIAMI BEACH

NEXTEL SOUTH CORP.

By Matti Herrera Bower

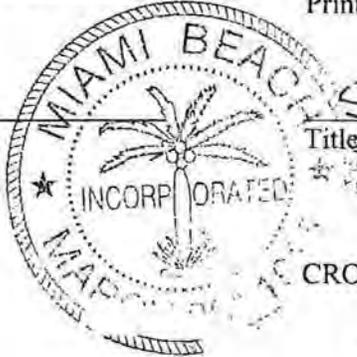
By John E. Beaudoin

Matti Herrera Bower
Printed Name

John E. Beaudoin
Printed Name

Mayor
Title

Sr. MGR., CONTRACTS
Title



CROWN CASTLE NG EAST, INC.

By Richard A. Platt

RSJ 1/18/13
ATTEST

Printed Name Richard A. Platt

Vice President - DAS and Small Cell Sales
Title

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature] 1-16-13
City Attorney Date

Exhibit C
Rooftop Lease Agreement

ROOFTOP LEASE AGREEMENT

This **ROOFTOP LEASE AGREEMENT** (the "**Agreement**") is dated as of this ___ day of _____, 2014, by and between the City of Miami Beach, Florida, a Florida municipal corporation ("**Lessor**"), and Crown Castle NG East, LLC ("**Tenant**"), a Delaware Limited Liability Company, authorized to do business in the State of Florida.

WHEREAS, Lessor owns or leases certain parking garage, including the land, buildings, and other structures located thereon, that may be used for the installation, location, operation, maintenance, repair, upgrade, and removal of wireless communications equipment (the "**Lessor's Property**"), as such Lessor's Property is more particularly described in **Exhibit "A"** attached hereto; and

WHEREAS, Tenant wishes to use and occupy certain portions of the Lessor's Property for the installation, location, operation, maintenance, repair, upgrade, and removal of wireless communication services equipment; and

WHEREAS, the parties wish to enter into an agreement in which Lessor will grant to Tenant a non-exclusive right to lease the Lessor's Property for wireless communications services as defined at section 104-3, of the City of Miami Beach's Code of Ordinances with the right to install, locate, operate, and maintain antennas on Lessor's Property, within the Tenant's footprint for its Equipment.

NOW, THEREFORE, this Agreement is entered into between the Lessor and Tenant, in and for the consideration of ten dollars (\$10.00), and the rents and mutual covenants contained in this Agreement, the receipt and legal sufficiency of which is acknowledged by both parties.

1. **Recitals.** The above "Whereas" clauses are incorporated herein and made a material part of this Agreement.
2. **Definitions.** The following terms as used in this Agreement are defined as follows:

"**Approvals**" means all certificates, permits, licenses and other approvals that are required by law for Tenant's intended use of the Leased Premises.

"**Building**" means the building known as the parking garage located on the Property, all of which is owned or controlled by Lessor, and portions of which are leased by Lessor to Tenant pursuant to this Agreement.

"**Commencement Date**" means the first day of the month following the month in which this Agreement was fully executed.

"**Equipment**" means wireless communications facilities, as defined at Section 104-3 of the City of Miami Beach Code of Ordinances and Section 337.401(3) of the Florida Statutes, including antennas, equipment, generators, transmission lines, transmitters cables, structures, equipment shelters or cabinets, meter boards, utilities and related improvements as more fully set out in Exhibit A, attached hereto.

"**Hazardous Material**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, (viii) radioactive materials; radon gas, asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; (c) any substance, gas, material or chemical which is or may hereafter be defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants or contaminants," "solid wastes," or words of similar import under any applicable governmental laws, rules, and

regulations to be known as "Environmental Laws." Environmental Laws" includes, but is not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9061 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and Florida Statutes, Chapters 376 and 403; and (d) any other chemical, material, gas, or substance, the exposure to or release of which is regulated by any governmental or quasi-governmental entity having jurisdiction over the operations thereon, as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

"Lease Term" means a period of nine years and 364 days following the Commencement Date of this Agreement.

"Leased Premises" means that portion of the rooftop of the Building located on the Property, as defined in Exhibit B. The Leased Premises shall include non-exclusive access to the Building's existing telephone distribution systems and facilities as well as vertical and horizontal risers and conduits in the Building for the limited purposes of installing electrical power for the Equipment and connecting the Equipment to fiber optic cable at the Building's demarcation point.

"Property" means a parcel of property as is more particularly described or depicted in Exhibit "A" to the Agreement.

"Permitted Uses" means the installation, location, operation, maintenance, repair, and removal of Equipment by Tenant.

3. **"Rent"** means an amount equal to \$4,000.00 (Four Thousand Dollars) to be paid by Tenant to Lessor on or before the first day of each month during the Term of this Agreement.

4. **Leased Premises; Survey.** Lessor leases to Tenant the Leased Premises as described in Exhibit "B", which exhibit is attached and incorporated by reference into this Agreement. Lessor covenants that it has good and sufficient title and interest to the Leased Premises and Property, and has full authority to enter into and execute this Agreement. Tenant shall be entitled to use the Leased Premises for the purpose of constructing, maintaining, and operating, at its sole expense, Equipment. Within six months of installation, Tenant shall provide Lessor with a copy of an "as-built" survey of the Leased Premises, and upon Lessor's receipt of such "as-built" survey, it shall be deemed to be incorporated into this Agreement even if not physically affixed hereto. Tenant acknowledges and agrees that it is accepting possession of the Premises in as-is condition and that, except as otherwise expressly hereinafter set forth, Lessor has no obligation to furnish, render, or supply any money, work, labor, material, fixture, or equipment with respect to the Premises.

5. **Lease.** Effective as of the Commencement Date, Lessor leases the Leased Premises to Tenant for the Lease Term, unless this Agreement is terminated pursuant to the provisions set forth herein. Tenant shall pay to Lessor the Rent as defined in this Agreement, provided however, annually, there shall be a 3 percent escalation of rent provision as set forth in paragraph 6 of this Agreement. Tenant is also to pay all applicable sales tax, throughout the Lease Term. Tenant shall pay any assessments, charges, fees, or licenses directly attributable to its use of the Premises, including any increase in real property taxes chargeable to Lessor and any use and occupancy taxes. Location for Payments. All rents or other payments due hereunder shall be paid to the City of Miami Beach at the following address: City of Miami Beach, Finance Department, c/o Revenue Supervisor, 1700 Convention Center Drive, Miami Beach, Florida 33139.

6. **Escalation of Rent.** The Lessor shall be entitled to an escalation in rent under the following circumstances:

- (A) For each year after the first lease year, the Rent shall be increased on the first day of each new rental year by three (3) percent of the rent due the prior year.

(B) Tenant currently allows three (3) customers (Providers) to occupy space at the Leased Premises. For each customer Tenant adds to the Leased Premises, Lessor shall be entitled to a pro-rata increase in rent based upon the number of existing Providers and additional providers [new customers are the numerator, and the existing customers would be the denominator].

7. **Rent Past Due.** If any payment due from Tenant shall be overdue more than five (5) calendar days, a late charge of five (5%) percent of the delinquent sum may be charged by Lessor. If any payment due from Tenant shall remain overdue for more than fifteen (15) calendar days, an additional late charge in an amount equal to the lesser of the highest rate permitted by law or one and one-half (1 1/2%) percent per month eighteen (18%) percent per annum) of the delinquent amount may be charged by Lessor, such charge to be computed for the entire period for which the amount is overdue and which shall be in addition to and not in lieu of the five (5%) percent late charge or any other remedy available to Lessor. Tenant shall pay Lessor interest on unpaid annual payments at the rate 1% per month until the payment is made.

8. **Security Deposit.** Lessor acknowledges receipt of a security deposit in the amount of \$24,000, and shall not constitute a license or lease fee, to be held by Lessor, without any liability for interest thereon, as security for the performance by Tenant of all its obligations under this Lease. Lessor shall be entitled to commingle the security deposit with Lessor's other funds. If Tenant defaults in any of its obligations under this Lease, Lessor may at its option, but without prejudice to any other rights which Lessor may have, apply all or part of the security deposit to compensate Lessor for any loss, damage, or expense sustained by Lessor as a result of such default. If all or any part of the security deposit is so applied, Tenant shall restore the security deposit to its original amount on demand of Lessor. Subject to the provisions of this section, within thirty (30) calendar days following termination of this Lease, if Tenant is not then in default, the security deposit will be returned by Lessor to Tenant. The security deposit shall be refundable, without interest, to Tenant upon termination of this Agreement, provided the Lessor suffers no damages, set-offs, or lost rent.

9. **Reconfiguration/Expansion of Premises.** Any attempt by the Tenant to expand the scope of the Leased Premises must be requested in writing to the Lessor; shall be subject to the prior written approval of Lessor, which approval if given at all shall be at Lessor's sole option and discretion; and if so approved; and an addendum to this Agreement will be entered into and executed by the parties, reflecting any new terms and leasehold payments by Tenant. The terms shall be negotiated at that time and any expansion shall be contingent upon the successful negotiation of those terms. However, any such action by Tenant will ensure that the Lessor's Building, its roof structure and membrane, walls and foundation are not damaged by the scope of work. Tenant shall be solely responsible for repairing the Building due to any damage resulting from Tenant's actions.

10. **Permitted Uses; Non-Exclusivity.** During the Term of this Agreement, Lessor grants to Tenant the non-exclusive right to use the Leased Premises for the Permitted Uses. Lessor may lease other areas of the rooftop, outside of the Tenant's footprint for its Equipment.

11. **Assignment, Sublease, and Licensing** Tenant shall not sublease, assign or license all or a portion of its interest in this Agreement without prior notice and approval by Lessor, which approval shall not be unreasonably delayed or denied. Tenant shall provide all relevant financial information relating to the proposed sub-lessee, licensee, or assignee and all insurance in compliance with this Agreement. Upon approval of an assignment of this entire Agreement by the Lessor, Tenant shall be relieved from any further liability or obligation under this Agreement. Notwithstanding the foregoing, the transfer of the rights and obligations of Tenant to a parent, subsidiary, or other affiliate of Tenant or to any successor in interest or entity acquiring 51% percent or more of Tenant's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the City, provided that Tenant reasonably demonstrates to the City's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of Tenant immediately prior to the transfer; (ii) any such transferee assumes all of Tenant's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with Tenant's management team in the provision of telecommunications or similar services, evidences an ability to operate the Equipment/Leased Premises. Tenant shall give at least 30 calendar days' prior written notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why Tenant believes the Exempted Transfer Criteria have been satisfied. The City Commission shall

have a period of 30 calendar days (the "Exempted Transfer Evaluation Period") from the date that Tenant gives the City its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the City has received from Tenant any and all additional information the City may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the City give Tenant notice in writing of the additional information the City requires with 15 calendar days after the City's receipt of the original Exempted Transfer Notice. If the City Commission fails to act upon Tenant's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the City that Tenant has in fact established compliance with the Exempted Transfer Criteria to the City's satisfaction.

Crown Castle has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Crown Castle and an opportunity to cure any such default within fifteen (15) calendar days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

12. **Access.** Lessor grants Tenant and all of its respective employees, agents, guests and contractors the non-exclusive right of ingress and egress to the Leased Premises, including access over, upon, through and across the common areas, elevators, stairways, and driveways of the Building and the Property seven (7) days a week, twenty-four (24) hours a day, for the installation, maintenance and operation of the Equipment. However, Tenant shall coordinate access with the Lessor with at least 24 hours prior notice, to ensure security and access to the Property.

13. **Lessor's Right of Entry.** The Lessor, or its authorized agent or agents, shall have the right to enter upon the Leased Premises at all reasonable times for the purpose of inspecting same, preventing waste, making such repairs as the Lessor may consider necessary and for the purpose of preventing fire, theft or vandalism. However, the Lessor agrees that whenever possible, the Lessor shall provide reasonable notice, in writing, to Tenant, unless the need to enter the Leased Premises is an emergency, as deemed by the Lessor at its sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of the Lessor to do any work that under any provisions of this Agreement the Tenant may be required to perform, and the performance thereof by the Lessor shall not constitute a waiver of the Tenant's default.

If the Tenant shall not be personally present to permit entry onto the Leased Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the Lessor, or its agents, may enter the Leased Premises, including, without limitation, forcibly entering the Leased Premises, without rendering the Lessor or such agents liable therefore.

14. **Installation and Maintenance.**

(A) Exhibit B includes detailed engineering plans and specifications of the planned installation ("Tenant's Plans") for Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall apply for all required permits and zoning approvals, as may be required by the City of Miami Beach, and comply with the condition of said zoning approvals or permits. Said zoning approvals and permits are required and may not be waived. In the event Lessor does not provide to Tenant a written request for modifications to Tenant's Plans within thirty (30) business days of its receipt of Tenant's Plans, then Tenant's Plans shall be deemed approved by Lessor. Any equipment proposed to be installed outside of the enclosure on the Leased Premises subsequent to the date of execution of this lease shall also be subject to Design Review or Historic Preservation approval by the appropriate City staff or board(s), whichever has jurisdiction and are not subject to the 30 business day notice delineated herein. Notwithstanding anything to the contrary contained herein, Tenant, its agents and assigns must provide reasonable written notice to the City, as provided under Subsection (F) prior to repairing, maintaining, installing or replacing of any rooftop equipment located on the Leased Premises. However, Tenant shall provide at least reasonable oral notice to Owner, prior to conducting emergency repairs

(B) Tenant shall manage all engineering services, including intermodulation studies and all site engineering and construction necessary to install, operate and maintain Equipment on the Leased Premises.

The parties acknowledge that in order to connect areas of the Leased Premises that are needed to make the Equipment operational, Tenant shall have the right to install conduit, sleeves and cables connecting such locations and Equipment, all as more fully described in Exhibit B.

(C) Tenant or its agents shall install, construct and maintain their Equipment on the Leased Premises at no cost to the Lessor.

(D) Tenant shall, at its expense, keep and maintain the Equipment located on the Leased Premises in good, safe, and clean order during the Term of the Agreement. Tenant's alterations to the Leased Premises are to be performed in a workmanlike manner. In compliance with Section 712.10, Florida Statutes, Tenant covenants that no mechanics', laborers' or materialmen's liens are to be recorded against the Property. Tenant shall promptly pay for all materials supplied and work done in respect of the Premises by, through, or under Tenant so as to ensure that no lien is recorded against any portion of the Leased Premises, Property, or against Lessor's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it promptly by payment or bonding. If any such lien against the Leased Premises, Property or Lessor's interest therein is recorded and not discharged by Tenant as above required within 15 calendar days following written notice to Tenant, Lessor shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to Lessor. Lessor and Tenant expressly agree and acknowledge that no interest of Lessor in the Leased Premises, or Property shall be subject to any lien for improvements made by Tenant in or for the Premises, and Lessor shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Agreement. In accordance with applicable laws of the State of Florida, Lessor has filed in the public records of Dade County, Florida, a public notice containing a true and correct copy of this paragraph, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Premises of the existence of said notice. A breach of this provision may expose Tenant to liability for damages for, among other claims, slander of title. In the event that Lessor prevails against Tenant on any claim for equitable relief or damages, Tenant shall be liable to Lessor for its reasonable attorney's fees and costs. Tenant shall require all subtenants, agents, assigns, contractors, and subcontractors to be placed on notice of this covenant and to affirm that they are prohibited from recording liens against Lessor's Property.

(E) All installations and operations in connection with this Agreement shall comply with all federal, state, and local laws, codes and regulations. Lessor assumes no responsibility for the licensing, operation or maintenance of the Equipment.

(F) Lessor shall be responsible for the structural maintenance of the Building ("**Building Work**"). As the Tenant's facilities are installed upon the roof of the Building, there may come a time that repairs are needed for the roof, or roof replacement may be required. Tenant shall be responsible for all costs associated with temporary or permanent relocation of its facilities during the period the roof is being repaired or replaced. The Building and Property are adjacent to the ocean, and in an area exposed to the elements and potential hurricane and tropical storm events. As such, the parties agree and recognize that roof work to the Building may be required, and provided this Agreement is not terminated pursuant to provision 31(C), Tenant shall be solely responsible for the temporary relocation of its Equipment during the repair or replacement. The Lessor shall not be responsible for the Tenant's loss of signal, transmission, or services due to the need to replace or repair the roof. Tenant acknowledges that a material inducement in entering into this Agreement is Tenant's acceptance of this condition. Tenant agrees to reasonably cooperate with Lessor to facilitate any Building Work, provided however, to the extent practicable, the Building Work should minimize the effects to Tenant's Equipment, and include suggestions as to the most cost effective measures to minimize disruption to Tenant's Equipment. Lessor agrees to provide at least 90 calendar days' notice to Tenant of its intention to perform Building Work; except in the case of emergency Building Work in which case Lessor shall give as much notice as possible under the circumstances.

(G) Lessor shall be solely responsible for ensuring that the Building is operated in compliance with all applicable federal, state, and local laws, codes and regulations (the "**Building Regulations**"). Tenant may give Lessor written notice of its failure to comply with said Building Regulations. In the event Lessor fails to correct said violation(s) of the Building Regulations within thirty (30) calendar days upon receipt of said notice, Tenant shall be entitled, but not obligated, to cause such work to be done as is necessary to make the Leased Premises (and the Equipment located thereon) comply with such Building Regulations, and deduct

the cost of such work from future monthly rentals otherwise due and payable by Tenant as set forth under this Agreement.

(H) Tenant, and its employees, agents or invitees, shall take reasonable measures not to damage any portion of the Building. Tenant shall be responsible for any damage to the Building or Property caused during installation or repair of the Equipment onto the Leased Premises. Tenant shall have no duty to reimburse Lessor for any expense associated with the normal wear and tear on the roof, or any other expense not reasonably related to Tenant's use and occupancy of the Leased Premises.

(I) Tenant shall use only licensed contractors and subcontractors approved in writing by Lessor to complete the construction and installation of Tenant's Work, which approval shall not be unreasonably withheld or delayed.

15. **Personal Property/Removal/ Restoration.** All improvements, Equipment or other property attached to or otherwise brought onto the Leased Premises shall, at all times, remain the personal property of Tenant and, at Tenant's option, may be removed by Tenant at any time during the Term, provided, however, the Equipment shall be removed within thirty (30) calendar days after the termination or expiration of this Agreement. Lessor Waives any and all rights it may have, including any rights it may have in its capacity as Lessor under this Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Equipment or an portion thereof. Tenant, in its sole discretion may remove the Equipment or any portion of the Equipment at any time during the Lease Term of the Agreement, provided reasonable notice is provided to the Lessor, and provided a payment and performance bond is provided to the Lessor, to secure the repairs to the Building or Property, if applicable. Tenant will be responsible for the replacement of any trees, shrubs or other vegetation damaged during the removal process. Tenant will not be required to remove from the Premises or the Property any foundation or underground utilities.

16. **Utilities.** Lessor shall not be responsible for any expense associated with the installation, maintenance or operation of any Equipment installed on the Leased Premises by Tenant. With respect to the use of electric utilities, Tenant shall directly contract with the local electric utility company servicing the Building and have such utility company install, at the sole cost and expense of Tenant, separate metering devices to measure the usage attributable to Tenant and Tenant shall pay the electric utility company directly for such usage.

17. **Indemnification.** Tenant shall indemnify, defend and hold harmless Lessor, its officials agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including reasonable attorney's fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Tenant, its officials, agents, employees or subcontractors in the performance of the services of Tenant under this Agreement.

18. **Waiver of Claims and Rights of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Equipment, Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

19. **Taxes and Assessments.** Lessor shall pay all real estate taxes on the Property. Tenant agrees to reimburse Lessor for any documented increase in personal property taxes levied against the Leased Premises that are directly attributable to Tenant's Equipment. Lessor agrees to provide Tenant any documentation evidencing the increase and how such increase is attributable to the Permitted Uses. Tenant reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Tenant in connection with any such challenge. Tenant shall pay all personal, intangible, sales or use taxes associated with the installed Equipment on Lessor's property.

20. **Insurance.**

(A) Within ten (10) calendar days after the date hereof, Tenant shall provide to Lessor certificates of insurance evidencing that Tenant has the required comprehensive general liability insurance required of Tenant under the Agreement. In addition, Tenant shall provide to Lessor certificates of insurance evidencing that Tenant's general contractor has in effect (and shall maintain at all times during the course of the work hereunder) workers' compensation insurance to cover full liability under workers' compensation laws of the State of Florida with employers' liability coverage; comprehensive general liability insurance for the hazards of operations, independent contractors, products and completed operations (for two (2) years after the date of acceptance of the work by Lessor and Tenant); and contractual liability specifically covering the indemnification provision in the construction contract, such comprehensive general liability to include broad form property damage and afford coverage for explosion, collapse and underground hazards, and "personal injury" liability insurance and an endorsement providing that the insurance afforded under the contractor's policy is primary insurance as respects Lessor and Tenant and that any other insurance maintained by Lessor or Tenant is excess and non-contributing with the insurance required hereunder, provided that such insurance may be written through primary or umbrella insurance policies with a minimum policy limit of \$1,000,000.00. Lessor and Tenant are to be included as an additional insured for insurance coverages required of the general contractor.(B) Tenant's Insurance. Tenant shall, throughout the Lease Term (and any other period when Tenant is in possession of the Premises), maintain at its sole cost the following insurance:

(1) All risks property insurance, containing a waiver of subrogation rights which Tenant's insurers may have against Lessor and against those for whom Lessor is in law responsible including, without limitation, its directors, officers, agents, and employees, and (except with respect to Tenant's chattels) incorporating a standard Florida mortgagee endorsement (without contribution). Such insurance shall insure property of every kind owned by Tenant in an amount not less than the full replacement cost thereof (new), with such cost to be adjusted no less than annually. Such policy shall include, as additional insureds, Lessor and its affiliates and any mortgagee of Lessor, the City, and any mortgagee of the Lessor in connection with a mortgage on the Facility.

(2) Comprehensive general liability insurance. Such policy shall contain inclusive limits per occurrence of not less than \$1,000,000; provide for severability of interests; and include as additional insureds Lessor and its affiliates and any mortgagee of Lessor, and any mortgagee of Lessor in connection with a mortgage on the Facility.

(3) Worker's compensation and employer's liability insurance in compliance with applicable legal requirements.

(4) Any other form of insurance which Tenant or Lessor, acting reasonably, requires from time to time in form, in amounts, and for risks against which a prudent tenant would insure, but in any event not less than that carried by comparable wireless communications facilities in Florida.

(5) All policies referred to above shall: (i) be taken out with insurers licensed to do business in Florida and reasonably acceptable to Lessor; (ii) be in a form reasonably satisfactory to Lessor; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Lessor or any mortgagee of Lessor; (iv) contain an undertaking by the insurers to notify Lessor by certified mail not less than thirty (30) calendar days prior to any material change, cancellation, or termination, and (v) with respect to subsection (A), contain replacement cost, demolition cost, and increased cost of construction endorsements. Certificates of insurance on Lessor's standard form or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Lessor promptly upon request. If Tenant fails to take out or to keep in force any insurance referred to in this section, or should any such insurance not be approved by either Lessor or any mortgagee, and Tenant does not commence and continue to diligently cure such default within two (2) business days after written notice by Lessor to Tenant specifying the nature of such default, then Lessor has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Lessor shall be paid by Tenant to Lessor as additional rent without prejudice to any other rights or remedies of Lessor under this Agreement. Tenant shall not keep or

use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises.

(B) The Tenant shall furnish the Certificates of Insurance to the Lessor prior to commencing any operations under this Contract, which certificates shall clearly indicate that the Tenant has obtained insurance, in the type, amount and classifications, in strict compliance with this Section.

21. **Hazardous Material.**

(A) **Tenant's Obligation and Indemnity.** Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on or from the Leased Premises in any manner prohibited by law.

(B) If Tenant or its employees, agents, or contractors shall ever violate the provisions of subsection (A), above, then Tenant shall clean up, remove, and dispose of the Hazardous Material causing the violation, in compliance with all applicable governmental standards, laws, rules, and regulations and repair any damage to the Leasehold Premises or Property within such period of time as may be reasonable under the circumstances after written notice by Lessor, provided that such work shall commence not later than thirty (30) calendar days from such notice and be diligently and continuously carried to completion by Tenant or Tenant's designated contractors. Tenant shall notify Lessor of its method, time, and procedure for any clean up or removal of Hazardous Materials under this provision; and Lessor shall have the right to require reasonable changes in such method, time, or procedure or to require the same to be done after normal business hours if reasonably required for the protection of other tenants or occupants of the Building or Property.

(C) Tenant agrees to defend, indemnify, and hold harmless Lessor, against any and all claims, costs, expenses, damages, judgments, penalties, costs, liability, losses, and the like (including any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees), which Lessor may hereafter be liable for, suffer, incur, or pay arising under any applicable environmental laws, rules, and regulations and resulting from or arising out of any breach of the covenants contained in this section 24, or out of any act, activity, or violation of any applicable environmental laws, rules, and regulations on the part of Tenant, its agents, employees, or assigns. Tenant's liability under this section 24 shall survive the expiration or any termination of this Agreement.

(D) **Lessor's Obligation.** Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on or from the Property or the Leased Premises in any manner prohibited by law.

22. **Interference with Tenant's Business.** Tenant shall have the non-exclusive right to construct, install and operate Equipment that emit radio frequencies on the Property. Lessor agrees that it will not permit the construction, installation or operation on the Property of any equipment or device that directly interferes with Tenant's use of the Property.

23. **Default.**

(A) **Notice of Default; Cure Period.** In the event that there is a default by Lessor or Tenant (the "**Defaulting Party**") with respect to any of the provisions of this Agreement or Lessor's or Tenant's obligations under this Agreement, the other party (the "**Non-Defaulting Party**") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) calendar days in which to cure any monetary default and sixty (60) calendar days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) calendar day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) calendar days to cure, and Defaulting Party commences the cure within the sixty (60) calendar day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Tenant's Default. In the event that Tenant is in default beyond the applicable periods set forth above, Lessor may, at its option, upon written notice: (i) terminate this Agreement provided that Lessor has been materially and substantially harmed by such default; (ii) take any actions that are consistent with Lessor's rights; or (iii) sue for injunctive relief, sue for specific performance, or sue for damages. In no event shall Tenant be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Tenant may, at its option, upon written notice: (i) terminate this Agreement, vacate the Leased Premises and be relieved from all further obligations contained herein; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures made by Tenant in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Tenant for said expenditures upon demand; (iii) take any actions that are consistent with Tenant's rights; or (iv) sue for injunctive relief, sue for specific performance, sue for damages, or set-off from Rent any amount expended by Tenant as a result of such default. In no event shall Lessor be liable to Tenant for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

24. **Termination; Effect of Termination.**

(A) Either party may terminate this Agreement for convenience (without cause) upon ninety (90) calendar days prior written notice by either party.

(B) Effect of Termination. Upon termination by either party, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that: (i) any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) calendar days of the termination date; and (ii) any provision hereof which, by its nature, is intended to survive the termination of this Agreement shall so survive.

(C) Either party may terminate this Agreement prior to the expiration of the initial Lease Term (a) on account of a material breach of this Agreement by the other party, which has not been cured within thirty (30) calendar days from the date of receipt of written notice of such breach from the party seeking termination; (b) on account of any condemnation of the Leased Premises by any governmental authority; (c) on account of any substantial damage, destruction or other casualty that renders the Leased Premises temporarily or permanently unsuitable for Tenant's use; and, or (d) transfer of ownership of the Leased Premises to third person.

(D) Termination shall be effective (a) as of the end of the notice period in the case of any uncured material breach; (b) as of the date of transfer of title in the case of any such condemnation; and (c) as of the date of occurrence in the case of any such substantial damage, destruction or other casualty.

(E) Tenant may terminate this Agreement prior to the expiration of the initial Lease Term upon not less than sixty (60) day's prior written notice to the Lessor in the event that (a) Tenant is unable to use the Leased Premises in the manner anticipated by Tenant at the time the Agreement was executed; (b) Tenant is unable to obtain any certificate, license, permit, authority or approval from any governmental authority necessary for installing, removing, replacing, maintaining and, or operating the Equipment and, or using the Leased Premises in the manner anticipated by Tenant at the time the Agreement and non-exclusive license was executed; and, or (c) any such certificate, license, permit, authority or approval previously issued or given is canceled, expires, lapses or is otherwise withdrawn or terminated by such governmental authority.

(F) Lessor shall have no liability to the Tenant for future profits or losses in the event of termination under this subsection 24.

(G) The rights and remedies of Lessor provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. All rights and remedies shall be cumulative and non-exclusive of each other. No delay or omission by Lessor in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to a default.

25. **Casualty and Condemnation.**

(A) In case of damage to the Building by fire or other casualty, Lessor shall, at its expense, cause the damage to be repaired to a condition as nearly as practicable to that existing prior to the damage with reasonable speed and diligence. If the Leased Premises is not useable for any reason, rent under this Agreement shall be abated from the date of the occurrence of such damage or destruction until the Leased Premises can again be used for Tenant's intended purposes. In the event the damage is so extensive that Lessor decides, in its reasonable discretion, not to repair or rebuild the Building, this Agreement shall be terminated as of the date of such casualty, and the Rent (taking into account any abatement as aforesaid) shall be adjusted to the termination date and Tenant shall thereupon promptly vacate the Leased Premises.

(B) If at any time during the Term of this Agreement all or substantially all of the Leased Premises, or the Building and Equipment located on the Leased Premises, shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then either party may terminate this Agreement by providing written notice to Lessor within thirty (30) calendar days of such condemnation or eminent domain action, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid rent shall be apportioned as of said date and reimbursed to Tenant. Lessor and Tenant shall each be entitled to pursue their own separate award with respect to such taking. In the event of any taking of less than all or substantially all of the Leased Premises, this Agreement shall continue and each, Lessor and Tenant, shall be entitled to pursue their own separate awards with respect to such taking.

26. **Surrender of the Property.** Upon the expiration or early termination of this Agreement, Tenant shall, within thirty (30) calendar days, remove its Equipment and restore the Leased Premises to its original condition, reasonable wear and tear excepted. City and Tenant agree and acknowledge that all of the Equipment is and shall remain the personal property of the Tenant. Subject to Tenant's performance of its obligations hereunder, Tenant shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

27. **Quiet Enjoyment, Title, and Authority.**

(A) Lessor covenants and warrants that: (i) it has the authority to execute this Agreement and has the power to grant the rights hereunder; (ii) it has title to the Leased Premises free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with the Permitted Uses of the Leased Premises; (iii) its execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, license or other lease binding on Lessor; and (iv) Tenant shall have the quiet enjoyment for the purposes as defined in this agreement of the Leased Premises, and Tenant shall not be disturbed as to those uses as long as Tenant is not in default beyond any applicable grace or cure period.

(B) To the Lessor's knowledge, the Building is properly permitted, and is in compliance with all applicable laws, including all zoning, occupational and permitting laws and requirements. All such property, including improvements, related heating, electrical, plumbing and other building equipment: (i) have been and will be maintained by Lessor in accordance with normal industry practice; (ii) are and shall remain in working order adequate for normal operations; (iii) are and will remain in good operating condition and repair (subject to normal wear and tear); and (iv) are and will remain suitable for the purposes for which they are presently used.

(C) Lessor covenants and agrees that Lessor shall, at all times during the Term of this Agreement, maintain in good, sound, and substantial repair and condition, the Building upon which the Leased Premises is situated.

28. **Sale of the Property.** If Lessor sells all or part of the Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement. During the Term of this Agreement, any sale or transfer of the property, by operation of law or otherwise, will be subject to the Agreement and Tenant's rights thereunder. Any sale or transfer of real property which is now or may in the future be subdivided or otherwise separate from the Property and over which Tenant has the right of access or utility connections to the Premises will be subject to such

rights. Lessor will notify Tenant of any sale or transfer, and will cause the transferee to execute any document(s) (in form acceptable to Tenant) reasonably required by Tenant to memorialize Tenant's rights under the Agreement, and to ensure proper notice and payment of rent to such transferee. Each party agrees upon written request of the other to promptly execute such truthful estoppels, non-disturbance and/or attornment Agreements as may be necessary in the event of any sale or transfer of the Property.

29. **Successors and Assigns.** The terms of this Agreement shall constitute a covenant running with the Property for the benefit of Tenant and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of the Property shall be under and subject to this Agreement and Tenant's rights hereunder.

30. **Mortgages.** In the event that the Leased Premises is encumbered by a mortgage, Lessor shall obtain and furnish to Tenant a non-disturbance agreement for each such mortgage, in recordable form.

31. **Title Insurance.** Tenant, at Tenant's option, may obtain title insurance on the Leased Premises and Easement. Lessor shall cooperate with Tenant's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company.

32. **Lessor's Waiver.** Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of City's personal property now or hereafter located on the Leased Premises.

33. **Sovereign Immunity, Maximum Liability, Waiver of Certain Damages and Attorney's Fees.** The

(A) Lessor does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs. Section 768.28, Florida Statutes provides that the Lessor shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment or portions thereof, which when totaled with all other claims or judgment arising out of the same incident or occurrence, exceeds the sum of \$300,000.

(B) In any proceeding against Lessor its maximum liability to Tenant shall not exceed its annual payment to Tenant for the year in which the liability arose. Lessor shall not be liable to Tenant for damages, penalties or expenses in excess of its annual payment to the Tenant for the year in which the liability arose.

(C) Nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida or federal law. Tenant and Lessor each waives any claims that each may have against the other with respect to consequential, incidental, punitive or special damages, however caused, based on any theory of liability.

34. **Recording.** Tenant shall have the right to record a memorandum of lease with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Tenant's request.

35. **Entire Agreement; Governing Law; Time.** This Agreement and the Exhibits and Riders, if any, attached hereto are incorporated herein and set forth the entire agreement between Lessor and Tenant concerning the Premises and there are no other agreements or understandings between them. This Agreement and its Exhibits and Riders may not be modified except by agreement in writing executed by Lessor and Tenant. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. In the event of any conflict, the terms of this Agreement will govern over the provisions of any documents referenced hereto.

36. **No Partnership.** The parties hereby acknowledge that it is not their intention under this Agreement to create between themselves a partnership, joint venture, tenancy in common, joint tenancy, co ownership, or agency relationship. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this

Agreement, whether based on the calculation of rental or otherwise, shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy in common, joint tenancy, co ownership or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this section shall survive expiration of the Term.

37. **Interpretation.** Any defined term in this Agreement shall be equally applicable to both the singular and the plural form of the term defined. The word "or" is not exclusive and shall mean "and/or" unless indicated otherwise and the word "including" is not limiting and shall mean "including, without limitation." References to a Section or Exhibit mean a Section or Exhibit contained in or attached to this Agreement unless specifically stated otherwise. The caption headings and numbering in this Agreement are for convenience and reference only and do not define, modify, or describe the scope or intent of any of the terms of this Agreement. This Agreement shall be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question.

38. **Notices and Contracting Representatives.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records; (ii) hand delivery; or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Tenant at Tenant's Notice Address. Any such notice or other instruments shall be deemed to have been given and received on the day upon which personal delivery is made or, if mailed, then forty eight (48) hours following the date of mailing. Either party may give notice to the other of any change of address and after the giving of such notice, the address therein specified is deemed to be the address of such party for the giving of notices. If postal service is interrupted or substantially delayed, all notices or other instruments shall be delivered in person or by overnight express mail courier. For the purposes of this Agreement, the contracting representatives are as follows and notice shall be provided to the persons listed below:

Lessee/Licensee/Tenant

Crown Castle USA Inc.,
E. Blake Hawk, General Counsel,
Attn: Real Estate Department,
2000 Corporate Drive,
Canonsburg, PA 15317-8564

Lessor/Landlord

City of Miami Beach
Jimmy L. Morales
City Manager
1700 Convention Center Drive
Fourth Floor
Miami Beach, Florida 33139

With a copy to:

Crown Castle
Contracts Management
2000 Corporate Drive
Canonsburg, PA 15317-8564

Raul J. Aguila,
City Attorney
City of Miami Beach
1700 Convention Center Drive
Fourth Floor
Miami Beach, Florida 33139

39. **Record Retention.** Tenant shall comply with the State of Florida public record retention requirements and shall maintain a copy of all documents reflecting services rendered to the Lessor for three (3) years after the termination of this Agreement, and final payment has been made and all other pending matters are closed. Further, Tenant shall provide access to the Lessor, or any of Lessor's duly authorized representatives to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

40. **Applicable Law, Jurisdiction, Venue.** This Agreement shall be construed in accordance with the laws of Miami-Dade County, and the State of Florida, regardless of conflict of law principles. Venue shall be in Miami-Dade County.

41. **Trial By Jury.** LESSOR AND TENANT EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS AGREEMENT.

42. **Partial Invalidity.** Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Agreement.

43. **IRS Form W-9.** Lessor agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) calendar days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including withholding applicable taxes from Rent payments.

IN WITNESS WHEREOF, Lessor and Tenant having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR: CITY OF MIAMI BEACH

Witness

By:

Print Name: Jimmy L. Morales

Print Title (if any): City Manager

Date: _____

**TENANT:
CROWN CASTLE NG EAST LLC,
a Delaware Limited Liability Company**

Witness

By:

Print Name: _____

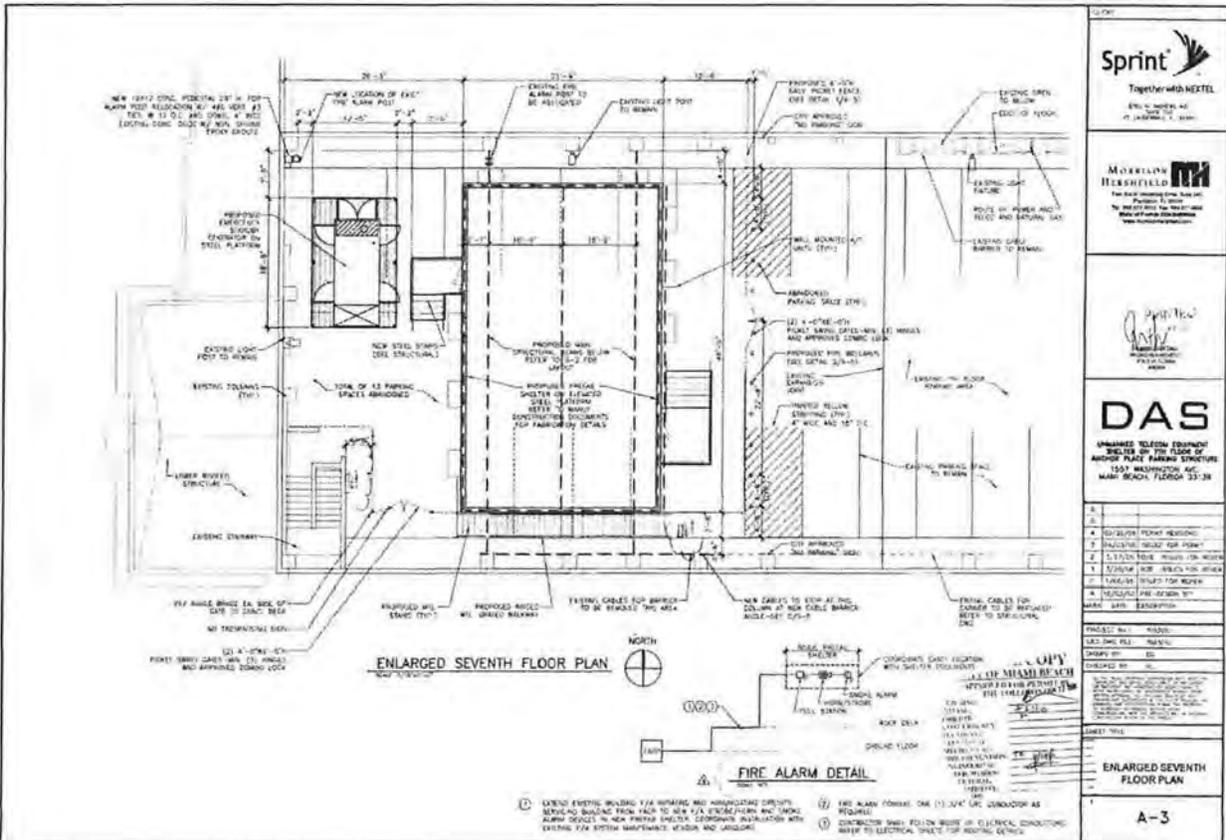
Print Title (if any): _____

Date: _____

[Add notary or attestation, as required by state law]

**EXHIBIT "B" TO
LEASE AGREEMENT**

**DESCRIPTION OF THE LESSEE'S LEASEHOLD
[Attached is a site plan reflecting the leasehold area.]**



F&CWP Pending Items - Commission Referrals

Attachment 1

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
1	Status update on Business Tax Process Improvement.	Jorge R. Exposito		Patricia Walker Kathie Brooks	7/30/2014	Awaiting new business tax system 9/20/13 The Committee recommended leaving this item on the agenda since the new ACCELA process is still pending. 1/30/14 Commissioner Weithorn is working with P. Walker on this item that is still awaiting ACCELA implementation 3/21/14 Item expiration extended from when the item was reheard
182	Discussion regarding bicycle safety campaign with the Miami Beach police department, Decobike and local bicycle rental companies.	Edward L. Tobin	December 11, 2013 Commission Item R9H	Jose Gonzalez	12/21/2014	2/21/14 The Committee recommended moving forward with the Bicycle Safety Campaign focusing on the importance of bicycle and driver awareness when sharing the streets of Miami Beach. The Committee also agreed to a partnership with local bicycle advocate Mr. Richard Cahlin involving the sale of cycling clothing to help raise funds for bicycle programs. The Committee requested that someone speak to the movie theater to do an in kind video advertisement spot. The source of funding will be looked into and approved later as a separate item along with the items in the preliminary cost breakdown. 6/20/14 The Committee recommended staff work with FDOT to organize events and practical workshops that focus on providing bike safety information and to bring the cost breakdown to budget for the funds that will be needed to implement these programs. 9/24/14 The Committee recommended bringing in an expert to look at the City's infrastructure where bicycle safety can be improved.
183	Discussion regarding the Washington Avenue pump station for funding allocation	Edward L. Tobin	December 11, 2013 Commission Item R9H	Eric Carpenter	8/21/2014	2/21/14 The Committee recommended referring this item to the Planning Department that would recommend ideas for staining the concrete and how to construct the wall that contains the electrical panel and power meter in the same finishes. Finance will approve the cost options in 2 months with the proposal to be sent by LTC of the different sketches. DRB will way in after receipt of this recommendation.

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
186	<p>Discussion regarding South Shore Community Center</p> <p>Discussion regarding South Shore Community Center, 833 6th Street, Miami Beach, Florida, regarding whether the City should: 1) Renew Certain Existing Agreements, including various expansions, downsizes and relocations; 2) Execute a new Lease Agreement with South Florida Workforce Investment Board; and 3) Increase the additional rent</p> <p>1) AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND MIAMI DADE COUNTY ("TENANT"), DATED SEPTEMBER 9, 2009, FOR THE PREMISES LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE LEASE FOR AN ADDITION TERM OF FIVE (5) YEARS; B) INCREASING THE ADDITIONAL RENT FROM \$7.68 PER SQUARE FOOT TO \$8.81 PER SQUARE FOOT; AND C) REDUCING THE SIZE OF THE DEMISED PREMISES FROM 2,076 SQUARE FEET TO 691 SQUARE FEET;</p> <p>2) AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. ("TENANT") DATED SEPTEMBER 9, 2009, FOR THE PREMISES LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA, CONCERNING: A) RENEWING THE LEASE FOR THE SENIOR MEALS PROGRAM FOR AN ADDITION TERM OF FIVE (5) YEARS; B) INCREASING THE ADDITIONAL RENT FROM \$7.68 PER SQUARE FOOT TO \$8.81 PER SQUARE FOOT; AND C) INCREASING THE SIZE OF THE DEMISED PREMISES FROM 289 SQUARE FEET TO 445 SQUARE FEET;</p> <p>3) AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC.</p>	Tourism, Culture and Economic Development	March 5, 2014 Commission Item C4C	Max Sklar	3/24/2015	<p>5/20/14 The Committee recommended ninety (90) days prior to the expiration of the Term, re-negotiate a reasonable increase in the operating expenses up to \$11.06 per square foot. 9/24/14 The Committee recommended that South Florida Work Force pay (SFWF) for the full amount of operating expenses, which are \$15.86 per square foot since SFWF is a new tenant. The Committee further recommended that all existing tenants have the operating expenses increased over 3 years until it gets \$11.06 per square foot. The Committee also recommended benchmarks be added to all the leases in consideration for the \$1 per year base rent they receive. Staff is to draft the agreements and bring them back to the Finance Committee in October. Staff will also advise all tenants of this recommendation.</p>
187	Discussion regarding Financial Impact of the Proposed Roadway Closure Applications for 87 Street and 87 Terrace Filed by 8701 Collins Development	Deede Weithorn	March 5, 2014 Commission Item C4D	Eric Carpenter	11/20/2014	<p>5/20/14 The Committee recommended referring this item to Land Use and the appraisal re-evaluated. The item is to be brought back to the June Finance Committee meeting.</p> <p>7/18/14 The Committee moved to continue the discussion of this item at the July 30, 2014 Commission meeting with no recommendation. 7/30/14 A. The Committee recommended 8701 Collins Development work with staff to further develop a term sheet that is agreeable and brought back to the September 10, 2014 Commission Meeting.</p> <p>B. The Committee recommended 9/24/14 The Committee recommended the contribution of 10.5 million dollars be used only in the North Beach area with no less than 50% being used for the North Beach Park (not to be spent on programming or staff). Also, some of the funds should be held as renewal and replacement to preserve the asset. Staff is to bring the difference concepts of using the funds back to the Committee.</p>

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
188	Discussion regarding The Greater Miami Convention and Visitors Bureau Interlocal Agreement	Tourism, Culture and Economic Development	March 5, 2014 Commission Item C4F	Max Sklar	2/5/2015	7/18/2014 The Committee recommended moving this item to the August 13, 2014 Budget meeting and then finalized at the September 10, 2014 Commission meeting with no recommendation. 8/13/14 The Committee recommended moving forward on a month to month extension under the current contracted terms not to exceed one (1) year. The intent is for staff to re-negotiate an incentive base plan that establishes a base fee and an incentive fee to be paid based on the overall achievement of annual performance goals. Budget is to also add a line item for an owner's representative that is not to exceed \$161,000 at the City Manager's discretion. Staff is to bring back the item to Committee once negotiations are completed.
189	Discussion regarding the Miami Beach Police Athletic League (PAL)	Joy Malakoff	March 5, 2014 Commission Item R9N	Arthur Martineau	3/21/2015	3/21/2014 Item to be brought back when their audit is complete 9/24/14 The Committee recommended deferring Item #210 to the November Finance committee meeting. Internal Audit and Miami Beach Police Athletic League are to bring back the results of implementing the operational audit findings. This item is a result of that audit
192	Discussion regarding Police and Parking Department Towing Permit Requirements	Parking	April 23, 2014 Commission Item C4G	Saul Frances	11/20/2014	5/20/14 The Committee recommended no action and that Saul Frances Parking Director follow up on the implementation of the technology enhancements. This item is to be brought back to the September Finance Committee Meeting. 9/24/14 Item deferred to November meeting.
196	Discussion regarding creating a Property Assessed Clean Energy (PACE) Program by resolution and joining the existing Interlocal Agreement between by Harbor Islands, Biscayne Park, and Surfside	Jonah Wolfson	May 21, 2014 Commission Item R9N	Betsy Wheaton Patricia Walker	11/21/2014	
202	Discussion regarding the Purchase and Sale Agreement for 226-87th Terrace to permit the Development of a Parking Garage to include at least 100 Public Parking Spaces	Deede Weithorn	June 11, 2014 Commission Item C4I	Eric Carpenter Joe Jimenez	12/11/2014	7/18/14 The Committee moved to continue the discussion of this item at the July 30, 2014 Commission meeting with no recommendation.
204	Discussion regarding rebuilding of the Sunset 1 and 2 Guard Houses	Joy Malakoff Neighborhoods	May 21, 2014 Commission Item C4A	Eric Carpenter	11/21/2014	
208	Discussion regarding Parking Demand Analysis/Walker Parking Consultants	Parking	July 23, 2014 Commission Item C4I	Saul Frances	1/23/2015	
210	Discussion regarding Exploring Issues brought up in an Internal Audit of the Miami Beach Police Athletic League (PAL), specifically regarding utility fees that are past due	Michael Grieco	July 23, 2014 Commission Item C4O	James Sutter	1/23/2015	9/24/14 The Committee recommended deferring this matter to the November Finance committee meeting. Internal Audit and Miami Beach Police Athletic League are to bring back the results of implementing the operational audit findings.
211	Discussion regarding Congestion Parking Rates	Edward L. Tobin	July 23, 2014 Commission Item C4Q	Saul Frances	1/23/2015	
214	Discussion Regarding The Loans-At-Work Program.			Sylvia Crespo-Tabak		
215	Discussion regarding Flooding and Sea Rise Regarding The 2015-2016 Storm Water Utilities Methodology	Michael Grieco Mayor's Blue Ribbon Panel	September 10, 2014 Commission Item C4G	Patricia Walker	3/10/2015	
216	Discussion To Permit The Vacation Of A Right-Of-Way Parcel On The North Side Of 5860 North Bay Road And Approve A Storm Water Utility Easement, To Facilitate The City's Storm Water Improvements On The South Side Of The Same Property	Michael Grieco	September 10, 2014 Commission Item C4J	Eric Carpenter	3/10/2015	9/24/14 Item deferred to October meeting.

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
218	Discussion regarding A Resolution Approving The Vacation And Abandonment Of That Portion Of 87th Terrace East Of Collins Avenue, Consisting Of A 50 Foot Right-Of-Way (ROW) Containing Approximately 18,042 Square Feet In Total Lot Area, As Shown On The Plat Of Altos Del Mar Subdivision No. 2, Recorded In Plat Book 4, Page 162 Of The Public Records Of Miami-Dade County, In Favor Of 8701 Collins Development, LLC (The "Applicant"); With Such Vacation Subject To And Contingent Upon The City's Approval, And The City And Applicant's Execution, Of A Development Agreement Which, Among Other Terms And Conditions (1) Grants To The City A Perpetual Pedestrian Access Easement Across A Portion Of The Vacated City Row, And (2) Ensures Applicant's Payment Of A Voluntary Monetary Contribution, In The Amount Of \$10.5 Million Dollars, To Be Used By The City For Public Purposes; And With Such Vacation Further Subject To And Contingent Upon Applicant's Satisfaction Of The Conditions Set Forth In This Resolution	Public Works City Attorney	September 10, 2014 Commission Item R7E	Eric Carpenter City Attorney Joe Jimenez	3/10/2015	9/24/14 The Committee recommended the contribution of 10.5 million dollars be used only in the North Beach area with no less than 50% being used for the North Beach Park (not to be spent on programing or staff). Also, some of the funds should be held as renewal and replacement to preserve the asset. Staff is to bring the difference concepts of using the funds back to the Committee.
219	Discussion regarding City's Sidewalk café Fee Schedule	Philip Levine	September 10, 2014 Commission Item R9T	Joe Jimenez	3/10/2015	
220	Discussion regarding Potential Purchase Of Air Rights For 6940 Abbott Avenue From AT&T For Future Development Of A Parking Garage In The North Beach Town Center	Tourism, Culture and Economic Development	September 10, 2014 Commission Item C4B	Max Sklar	3/10/2015	9/24/14 The Committee recommended hosting a North Beach Revitalization workshop for the City Commission and then also simultaneously negotiating with AT&T.
221	A Discussion To Consider A Request for Rent Relief From Penn 17, LLC.. Regarding The Retail Space At The Pennsylvania Avenue Parking Garage			Max Sklar		9/24/14 The Committee directed staff to secure some payment of rent from the tenant that shows their ability to pay. Also, under the City Manager's direction, hire an expert that can provide feedback on a lease modification that is in line with the current market rental rates for this location.
222	Discussion regarding Planning Department Evaluation of the Fee in Lieu of Parking Program ("PIF")	Planning	September 30, 2014 Commission Item R9A	Thomas Mooney	3/30/2015	
223	DISCUSSION REGARDING A ROOFTOP LEASE AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH ("LANDLORD") AND CROWN CASTLE NG EAST, LLC ("TENANT"), CONCERNING THE USE OF THE ROOFTOP OF THE BUILDING LOCATED AT 1560 COLLINS AVENUE, MIAMI BEACH, FLORIDA A/K/A/ ANCHOR SHOPS, FOR THE OPERATION AND MAINTENANCE OF COMMUNICATIONS EQUIPMENT, FOR A TERM OF NINE (9) YEARS 364 DAYS, COMMENCING ON THE FIRST DAY OF THE MONTH FOLLOWING LEASE EXECUTION			Max Sklar		