

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, A NEW ROOFTOP LEASE AGREEMENT BETWEEN THE CITY (TENANT) AND FIFTY SIX SIXTY COLLINS AVE CONDOMINIUM, INC. (LANDLORD), FOR THE USE OF INDOOR SPACE AND ROOFTOP AREAS, AT THE BUILDING LOCATED AT 5660 COLLINS AVENUE, IN CONNECTION WITH THE USE AND OPERATION OF PUBLIC SAFETY COMMUNICATIONS EQUIPMENT, FOR A TERM OF TWENTY (20) YEARS, WITH THE POSSIBILITY OF EXTENDING FOR FOUR (4) ADDITIONAL FIVE (5) YEAR RENEWAL TERMS, FOR AN INITIAL ANNUAL RENT OF \$35,000, SUBJECT TO ANNUAL RENT ESCALATIONS OF THREE PERCENT (3%) THEREAFTER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL NEGOTIATED LEASE AGREEMENT.

WHEREAS, for several decades, the City has used certain privately-owned condominium towers (e.g. Council Towers, Parkview Point, Tower 41, and Rebecca Towers) for the location and operation of public safety communications equipment, which infrastructure is critical to the essential functions of the City's law enforcement and public safety personnel; and

WHEREAS, in 2017, pursuant to RFP 2017-006-AK, the City contracted with Florida-based Harris Corporation to replace the City's aging public safety radio system; and

WHEREAS, the 2018 G.O. Bond referendum approved funding to replace the City's outdated Motorola analog radio system with the Harris Corporation's satellite radio system and the upgrade will give first responders a state-of-the-art emergency communications technology network with high tech functions like seamless interoperability and encrypted data; and

WHEREAS, as part of the process, the City is ensuring that lease agreements with the private properties exist which will protect our network infrastructure throughout the equipment's lifespan; and

WHEREAS, in order to integrate and equip a new building location into the system network, the City requires (1) rooftop space for equipment such as antennas; (2) an enclosed room for radio communications equipment; (3) transmission lines between the rooftop space and the equipment room; and (4) installation of a permanent generator to provide power in the event of an outage; and

WHEREAS, in order to support the network upgrade, installation of a new facility is required specifically along the Collins Avenue corridor in Mid Beach;

WHEREAS, on April 10, 2019, per Resolution No. 2019-30767, the City Commission authorized a rooftop lease agreement with a neighboring property located at 5600 Collins Avenue but the lease was never executed, and the City was forced to locate an alternative location for the facility; and

WHEREAS, the Harris Corporation has identified 5660 Collins Avenue as the preferred alternative site along the Collins Avenue corridor and the Administration is negotiating a Rooftop Lease Agreement with the building's condominium association, a copy of which is attached to the Commission Memorandum accompanying this Resolution; and

WHEREAS, the essential terms of the Agreement include:

- A. Leased Premises: 5660 Collins Avenue
- B. Landlord: Fifty Six Sixty Collins Ave. Condominium, Inc., a Florida nonprofit corporation
- C. Effective Date: upon execution following Commission approval and final negotiation.
- D. Term: Twenty (20) years, with four (4) additional five (5) year renewal terms.
- E. Termination for Convenience: the City has exclusive right to terminate upon 180 days notice.
- F. Rent: \$35,000 annually, with annual increases of 3% per year beginning the second contract year. (The total rental amount is approximately \$940,000 over the twenty (20) year initial term).
- G. Utilities: City shall submeter and pay for its own power consumption. In the event of a power outage, landlord is entitled to 50kw from City's permanent generator. Landlord shall reimburse a pro rata share of the City's costs for fuel, maintenance, and operation of the generator; and

WHEREAS, in comparison, the proposed lease for the adjacent property at 5600 Collins Avenue, which was approved by City Commission in April 2019 but abandoned when it became logistically and financially impractical, contained \$25,000 annual rent with 3% annual increases over a 15-year term; and

WHEREAS, the most recent rooftop lease to be executed, Tower 41, contained \$20,000 annual rent with 4.5% annual increases and a 15-year initial term, and although the Agreement contains a slightly higher annual rent and the provision of generator capacity to the Landlord, the Leased Premises is virtually ready for occupancy and the Agreement contains a longer lease term; and

WHEREAS, in contrast, the previous property on Collins Avenue would have required the construction of a rooftop equipment shelter at a minimum cost of \$300,000; and

WHEREAS, after scouting multiple locations, the Fire Department's Public Safety Communications Division has emphasized the necessity for this location because the condominium property is the preferred site on Collins Avenue to serve the network; and

WHEREAS, all costs associated with initial installation of the facility, including any building modifications, equipment, and installation, will be covered by funds already approved and allocated as part of tranche 1 of the G.O. Bond, and ongoing costs associated with the Agreement in subsequent years, like equipment maintenance and annual rent, will be budgeted by the Fire department on an annual basis; and

WHEREAS, given the importance of ensuring the delivery of services which provide for the public's health, safety, and welfare, the Administration recommends that the Mayor and City Commission approve, in substantial form, the Agreement, incorporated herein by reference and attached hereto as Attachment "A."

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve, in substantial form, a new Rooftop Lease Agreement between the City (Tenant) and 5660 Collins Ave. Condominium, Inc. (Landlord), for the use of indoor space and rooftop areas, at the building located at 5660 Collins Avenue, in connection with the use and operation of public safety communications equipment, for a term of twenty (20) years, with the possibility of extending for four (4) additional five (5) year renewal terms, for an initial annual rent of \$35,000, subject to annual rent escalations of three percent (3%) thereafter; and further authorize the Mayor and City Clerk to execute the final negotiated Agreement.

PASSED AND ADOPTED this _____ day of _____ 2019.

Dan Gelber, Mayor

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

10-2-19

Date

ROOFTOP LEASE AGREEMENT

This **ROOFTOP LEASE AGREEMENT** ("Agreement") is entered into and effective as of _____ ("Effective Date"), by and between the **FIFTY SIX SIXTY COLLINS AVE. CONDOMINIUM, INC.**, a Florida nonprofit corporation, having its principal place of business at 5660 Collins Avenue, Miami Beach, Florida 33140 ("LANDLORD"), and the **CITY OF MIAMI BEACH, FLORIDA** ("CITY" or "Tenant"), a municipal corporation organized and existing under the laws of the State of Florida.

RECITALS

WHEREAS, LANDLORD owns and controls portions of the Property (as hereinafter defined) located at 5660 Collins Avenue, Miami Beach, Florida 33140; and

WHEREAS, CITY desires to use and occupy certain portions of the Property for the construction, installation, location, operation, maintenance, repair, upgrade, and removal of Equipment (as hereinafter defined); and

WHEREAS, the parties wish to enter into an agreement whereby LANDLORD will grant to CITY a right to lease the Leased Premises for public safety electronics and communications systems, and other improvements, with the right to construct, install, locate, operate, maintain, repair, upgrade, and remove Equipment (as hereinafter defined) on the Property; and

WHEREAS, LANDLORD warrants and represents that it has secured all necessary approvals to execute and carry out its obligations under this Agreement.

NOW, THEREFORE, this Agreement is entered into by and between LANDLORD and CITY, in and for the consideration and the mutual covenants contained in this Agreement, the receipt and legal sufficiency of which is acknowledged by both parties.

1. **Recitals**. The recitals above 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:

"Building" means the 21-story residential condominium building with approximately 91 units located on the Property and known as the Fifty Six Sixty Collins Ave. Condominium, as described in the Declaration of Condominium, recorded in Official Records Book 7045, at Page 182, of the Public Records of Miami-Dade County, Florida, portions of which are controlled by LANDLORD, and portions of which are leased by LANDLORD to CITY pursuant to this Agreement.

"Commencement Date" means XXXXXXXX XX, 2019.

"Equipment" means public safety electronics systems and facilities, including antennas, equipment, generators, transmission lines, transmitters cables, structures, equipment shelters or cabinets, meter boards, utilities, and related improvements.

"Lease Term" means a period of twenty (20) years following the Commencement Date. Upon providing notice 60 days prior to the expiration of the current term, CITY shall have the option to renew for four (4) additional five (5) year renewal terms.

_____ City

_____ Landlord

"Leased Premises" includes:

- Rooftop Space – the exterior rooftop level of the Building referred to as the Cooling Tower Roof Area, as depicted in Exhibit A, for the installation of Equipment.
- Equipment Room – an approximately 320 square foot enclosed area within an interior rooftop level of the Building referred to as the First Floor Roof, which area is more particularly identified in Exhibit B, for the installation of Equipment.
- Generator Area – an area to be determined, such as the exterior area of the Building above the north parking garage and adjacent to the service entry, and more particularly identified in Exhibit C, for the installation of a permanent generator for shared use by the CITY and LANDLORD.
- 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 the parcel of land that includes the Building located at 5660 Collins Avenue, Miami Beach, Florida 33140.

"Permitted Uses" means the construction, installation, location, operation, maintenance, repair, replacement, and removal of Equipment by CITY. In addition to the Equipment located on the Rooftop and in the Equipment Room, CITY shall have the right to locate a permanent generator within the Generator Area of the Building. Further, LANDLORD agrees that CITY shall be permitted to run electrical lines throughout the Property, or any other related infrastructure which the City deems necessary, in order to ensure that the Equipment functions properly and to provide emergency electrical power.

"Rent" means an amount equal to Thirty-Five Thousand and 00/100 dollars (\$35,000.00). Commencing on the first anniversary of the Commencement Date, and at the beginning of each succeeding year thereafter during the Term of the Lease, the Rent shall be increased annually in increments of three percent (3%).

3. Leased Premises; Diagram of Area. Effective upon the Commencement Date, LANDLORD leases to CITY the Leased Premises depicted in Exhibits A, B, and C, which Exhibits are attached and incorporated by reference into this Agreement. CITY acknowledges and agrees that it is accepting possession of the Leased Premises in 'as-is' condition.

4. Rent. CITY shall pay to LANDLORD the Rent commencing on or before the Commencement Date and each anniversary of the Commencement Date throughout the Lease Term.

5. Permitted Uses; Non-Exclusivity. During the Lease Term, LANDLORD grants to CITY the non-exclusive right to use the Leased Premises for the Permitted Uses; however, the CITY shall be entitled to exclusive use of the Equipment Room, subject to the limitations of section 8 herein. LANDLORD may lease to separate entities other areas of the Building outside of the Leased Premises.

6. Emergency Generator. As consideration for entering into this Agreement, the CITY agrees to install, and LANDLORD agrees to allow installation of, a permanent generator on the Property that will provide power for the Equipment in the event of a power outage during an emergency event. CITY agrees to make available, for use by LANDLORD, fifty (50) kilowatt of power from the generator in the event of a power outage during an emergency event. CITY shall operate and maintain the emergency generator throughout the term of the Lease, and LANDLORD agrees to reimburse to the CITY an amount equal to its pro rata share of expenses in connection with the operation and maintenance of the generator. In addition, LANDLORD agrees to reimburse the CITY a portion of fuel costs in connection with powering the generator, including in the event of a power outage and regular functionality testing periods. Notwithstanding use and operation of the emergency generator, CITY shall install a separate electric meter and establish an independent electric utility service account in order to pay for all electrical service to the Equipment during normal operation when the emergency generator is not providing electrical power to the Equipment.

7. Assignment, Sublease, and Licensing. With the exception of CITY'S affiliates, licensees, or other governmental agencies, CITY shall not assign or encumber its interest in this Agreement or in the Leased Premises, or sublease all or any part of the Leased Premises, without LANDLORD's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Should this Agreement be assigned to any entity other than the CITY's affiliates, subsidiaries, or another governmental agency, LANDLORD shall be free to renegotiate the terms of this lease.

8. Access. LANDLORD grants CITY and all of its respective employees, agents, 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, without prior notice to LANDLORD, for the installation, maintenance, and operation of the Equipment. Upon execution of this Agreement, LANDLORD shall provide CITY with an access key or other security device sufficient to enable full and complete access from outside the Property into the Building and throughout the Leased Premises.

9. Landlord's Right of Entry. LANDLORD may enter upon the Leased Premises at all reasonable times for the purpose of inspecting same, preventing waste, and for the purpose of preventing fire, theft, or vandalism. However, LANDLORD agrees to provide the City with twenty-four (24) hours advanced notice, in writing, of Landlord's intent to enter the Leased Premises, unless the need to enter the Leased Premises is an emergency, which, if not immediately addressed, would cause property damage, loss of life, or injury to persons. Additionally, during such access, LANDLORD shall not touch, make contact with, or interfere in any way with the Equipment, unless necessary as an emergency, as defined herein. As concerns the secured area within the Equipment Room, LANDLORD shall notify the CITY on any occurrence that LANDLORD accesses the Leased Premises when LANDLORD is not accompanied by an employee of the CITY.

10. 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 CITY and, at CITY's option, may be removed by CITY at any time during the Lease Term, provided, however, the Equipment shall be removed within ninety (90) calendar days after the termination or expiration of this Agreement. LANDLORD waives any and all rights it may have, including any rights it may have in its capacity as Landlord under this Agreement, to assert any liens, encumbrances, or adverse claims, statutory or otherwise, related to or in connection with the Equipment or a portion thereof. CITY, in its sole discretion, may remove the Equipment

or any portion of the Equipment at any time during the Lease Term. CITY will not be required to remove from the Leased Premises or the Property any foundation or underground utilities.

11. 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.

12. Insurance. The CITY is self-insured for all potential liability resulting from the CITY'S negligence in accordance with and subject to the limitations of Section 768.28, Florida Statutes. The CITY maintains a self-insurance program that will provide coverage for all bodily injury and property damage claims which may, as it relates to the CITY'S use, occupancy, or maintenance of the Leased Premises, arise from the negligent acts of the CITY'S employees or agents. Upon request, CITY agrees to provide LANDLORD with a notarized letter evidencing the extent of its insurance coverage.

13. Interference with CITY's Business. CITY shall have the non-exclusive right to construct, install, and operate Equipment including communications equipment and equipment that emits radio frequencies. LANDLORD agrees that it will not permit the construction, installation, or operation on the Property of any equipment or device that directly interferes with the Permitted Uses.

14. Default.

(a) Notice of Default; Cure Period. In the event that there is a default by LANDLORD or CITY (the "Defaulting Party") with respect to any of the material provisions of this Agreement or LANDLORD's or CITY'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 sixty (60) calendar days in which to cure any default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) calendar day cure period to cure any 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 CITY's Default. In the event that CITY is in default beyond the applicable periods set forth above, LANDLORD may, at its option, upon written notice: (i) terminate this Agreement provided that LANDLORD has been materially and substantially harmed by such default; (ii) take any actions that are consistent with LANDLORD's rights; or (iii) sue for injunctive relief, sue for specific performance, or sue for damages. In no event shall CITY be liable to LANDLORD for consequential, indirect, speculative, or punitive damages in connection with or arising out of any default.

- (c) **Consequences of LANDLORD's Default.** In the event that LANDLORD is in default beyond the applicable periods set forth above, CITY may, at its option, upon written notice: (i) terminate this Agreement and vacate the Leased Premises without further obligation contained herein; (ii) perform the obligation(s) of LANDLORD specified in such notice, in which case any expenditures made by CITY in so doing shall be deemed paid for by the account of LANDLORD and LANDLORD agrees to reimburse CITY for said expenditures upon demand; (iii) take any actions that are consistent with CITY's rights; or (iv) sue for injunctive relief, sue for specific performance, or sue for damages. In no event shall LANDLORD be liable to CITY for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

15. Termination for Convenience. CITY shall have the right to terminate this Agreement, at its sole discretion, without cause and for convenience, at any time, by providing LANDLORD one hundred eighty (180) days written notice in advance of said termination.

16. Casualty and Condemnation.

- (a) In case of damage to the Building by fire or other casualty, LANDLORD 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. In the event the damage is so extensive that LANDLORD decides, in its reasonable discretion, not to repair or rebuild the Building, this Agreement shall be terminated as of the date of such casualty.
- (b) If all or substantially all of the Property or the Leased Premises shall be taken in the exercise of condemnation, eminent domain, or other regulatory action by any governmental authority, then either party may terminate this Agreement by providing written notice to the other party within thirty (30) calendar days of such regulatory action, which termination shall be effective as of the date of the vesting of title in such taking. LANDLORD and CITY 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 Property or Leased Premises, this Agreement shall continue and LANDLORD and CITY each shall be entitled to pursue their own separate awards with respect to such taking.

17. Surrender of the Property. Upon the expiration or early termination of this Agreement, CITY shall, within ninety (90) calendar days, remove its Equipment and restore the Leased Premises to its original condition, reasonable wear and tear excepted. LANDLORD and CITY agree and acknowledge that all the Equipment is and shall remain the personal property of the CITY. CITY shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

18. Quiet Enjoyment, Title, and Authority.

- (a) LANDLORD covenants and warrants that: (i) LANDLORD has the authority to execute this Agreement and the power to grant the rights hereunder; (ii) LANDLORD holds 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) LANDLORD's execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, license, or other agreement binding on LANDLORD; and (iv) CITY shall peaceably and quietly hold and enjoy the Leased Premises for the purposes as defined in this Agreement.

- (b) To LANDLORD's knowledge, the Building is properly permitted, and complies with all applicable laws, including all zoning, occupational, and permitting laws and requirements. The entire Property, including improvements, related HVAC, electrical, plumbing, and other building equipment: (i) will be maintained by LANDLORD in accordance with normal industry standards and practice; (ii) shall remain in working order adequate for normal operations; (iii) will remain in good operating condition and repair (subject to normal wear and tear); and (iv) will remain suitable for the purposes for which they are presently used.
- (c) LANDLORD covenants and agrees to, at all times during the Lease Term, maintain in good, sound, and substantial repair and condition, the Building upon which the Leased Premises is situated.

19. Sale of the Property. If LANDLORD 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 and CITY's rights hereunder. 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 CITY has the right of access or utility connections to the Leased Premises will be subject to CITY's rights hereunder. LANDLORD will notify CITY of any sale or transfer, and will cause the transferee to execute any document(s), in form acceptable to CITY, reasonably required by CITY to memorialize CITY's rights under this Agreement, and to ensure proper notice 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.

20. Successors and Assigns. The terms of this Agreement shall constitute a covenant running with the Property for the benefit of CITY and its successors and assigns and shall extend to and bind the successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof.

21. Mortgages. In the event the Leased Premises is or shall be encumbered by a mortgage, LANDLORD shall obtain and furnish to CITY a non-disturbance agreement for each such mortgage, in recordable form. In the event the Property is currently encumbered by a mortgage at the time of execution, LANDLORD shall furnish to CITY a non-disturbance instrument in a form acceptable to CITY within thirty (30) days following the Effective Date.

22. Title Insurance. CITY, at CITY's option, may obtain title insurance on the Leased Premises. LANDLORD shall cooperate with CITY's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company.

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

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

25. Entire Agreement; Governing Law; Time. This Agreement and the Exhibits, if any, attached hereto are incorporated herein and set forth the entire agreement between LANDLORD and CITY concerning the subject matter of this Agreement, and there are no other agreements or understandings between them regarding the Permitted Uses on the Leased Premises on the Property. This Agreement and its Exhibits may not be modified except by agreement in writing

executed by LANDLORD and CITY. In the event of any conflict, the terms of this Agreement will govern over the provisions of any documents referenced hereto.

26. 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 Lease Term.

27. 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.

28. Notice. All notices hereunder shall be in writing and shall be sent by courier or certified mail, 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. For purposes of this Agreement, notice shall be provided to the following persons:

For LANDLORD:

Fifty Six Sixty Collins Ave. Condominium, Inc.
5660 Collins Avenue
Miami Beach, FL 33140
Attention: President

For CITY:

City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

With copy to:

Darrin Gursky Besq
Gursky, Ragan, P.A.
1400 NE 1st Avenue, Suite 703
Miami, FL 33132

Real Estate Division
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

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

30. Trial by Jury. LANDLORD AND CITY BOTH WAIVE THEIR RIGHT TO A JURY TRIAL FOR ANY ISSUE OR CONTROVERSY ARISING UNDER THIS AGREEMENT.

31. Validity. If any section, provision, clause, or portion of this Agreement is rendered void, invalid, or unenforceable, for any reason whatsoever, such a determination shall not render void, invalid, or unenforceable any other section, provision, clause, or portion of this Agreement. Any affected portion or provision shall be modified, amended, or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties and of this Agreement, and the parties hereby declare that they would have agreed to the remaining parts of this Agreement if they had known that such provisions or portions thereof would be determined to be illegal, invalid, or unenforceable.

*****EXECUTION PAGES TO FOLLOW*****

RF

IN WITNESS WHEREOF, LANDLORD and CITY having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the Effective Date.

LANDLORD:

FIFTY SIX SIXTY COLLINS AVE.
CONDOMINIUM, INC.

Witnesses

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

SS:

COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in Miami-Dade County to take acknowledgments, the foregoing instrument was acknowledged before me by _____, as _____ of FIFTY SIX SIXTY COLLINS AVE. CONDOMINIUM, INC., who is personally known to me or provided _____ as evidence of identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2019.

Notary Public, State of Florida

My Commission Expires:

Attest:

CITY OF MIAMI BEACH, FLORIDA

Rafael E. Granado, City Clerk

Dan Gelber, Mayor

APPROVED AS TO FORM
AND LANGUAGE AND
FOR EXECUTION

City Attorney

Dated

STATE OF FLORIDA)

SS:

COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Dan Gelber, as Mayor of the City of Miami Beach, Florida, who is personally known to me.

WITNESS my hand and official seal in Miami-Dade County and State of Florida this ____ day of _____, 2019.

My Commission Expires:

Notary Public, State of Florida

EXHIBIT A
ROOFTOP

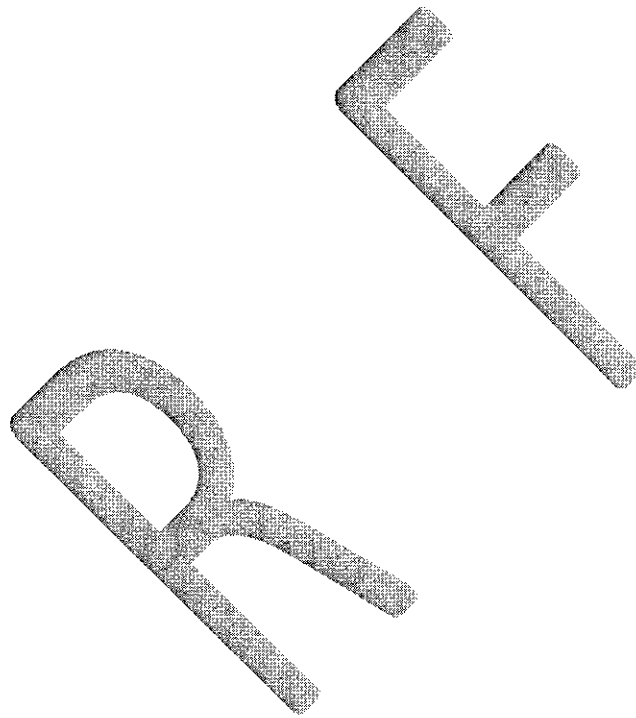


EXHIBIT B
FIRE PANEL ROOM

DATA

EXHIBIT C

PROPOSED GENERATOR AREA

