

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE MIAMI BEACH JEWISH COMMUNITY CENTER, INC., FOR A PORTION OF THE PARKING LOT LOCATED AT 65TH STREET AND INDIAN CREEK DRIVE, MIAMI BEACH, FLORIDA, TO CONSTRUCT AND OPERATE A ROWING FACILITY BUILDING.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, THAT,

WHEREAS, the parties entered into a Lease Agreement on December 14, 1988, and

WHEREAS, the parties entered into a First Amendment to Lease Agreement on November 21, 1989, and

WHEREAS, the parties wish to further amend and restate the Lease Agreement for the purpose of extending the term of the Lease and making other changes.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Clerk be and they are authorized and directed to execute the Amended and Restated Lease Agreement attached hereto between the City of Miami Beach and the Miami Beach Jewish Community Center, Inc., for a portion of the parking lot located at 65th and Indian Creek Drive, Miami Beach, Florida, to construct and operate a Rowing Facility Building.

PASSED and ADOPTED this 22nd day of May, 1991.

ATTEST:

Kelvin E. Brown
City Clerk

PNB:lm

[Signature]
Vice-Mayor

FORM APPROVED

LEGAL DEPT.

By [Signature]

Date 5/14/91

City of Miami Beach

FLORIDA 33139



OFFICE OF THE CITY MANAGER

CITY HALL
1700 CONVENTION CENTER DRIVE
TELEPHONE: 673-7010

COMMISSION MEMORANDUM NO. 213-91

DATE: May 22, 1991

TO: Mayor Alex Daoud and
Members of the City Commission

FROM: Carla Bernabel Talarico CBT, F-12
City Manager

SUBJECT: JCC ROWING FACILITY AT 65TH STREET AND INDIAN CREEK

AMENDED AND RESTATED LEASE AGREEMENT BACKGROUND

On December 14, 1988, the City Commission adopted Resolution No. 88-19458 authorizing the execution of a Lease Agreement between the Jewish Community Center, Inc. for a portion of the parking lot located at 65th Street and Indian Creek Drive to construct and operate a rowing facility building.

On November 15, 1989, the City Commission adopted Resolution No. 89-19799, which authorized the modification of the site plan of the lease premises.

On Friday, May 10, 1991 Mr. Jerry Libbin of the Miami Beach Jewish Community Center, Inc. met with the City Administration and requested further amendments and restatements to the existing Lease Agreement for a portion of the parking lot at 65th Street and Indian Creek Drive which will be used to construct and operate a rowing facility building.

Mr. Libbin stated that the reason these amendments to the Lease were required was so that he could obtain a financial commitment from the University of Miami to participate in the construction of the rowing facility building. The main amendments to the lease consists of extending the term from five (5) years to (20) twenty years with a ten (10) year renewal option and the elimination of the termination clause of the previously approved Lease Agreement.

ADMINISTRATION RECOMMENDATION:

The City Administration recommends that the resolution authorizing the amended and restated Lease Agreement between the City of Miami Beach and the Miami Beach Jewish Community Center, Inc. for a portion of the parking lot at 65th Street and Indian Creek Drive be approved in order to construct and operate a rowing facility building.

CBT:DC:rs
Attachments

23

AGENDA
ITEM

R-7-G

DATE

5-22-91

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT, made and entered into this 20th day of November, 1991, by and between the CITY OF MIAMI BEACH, a Florida Municipal Corporation, hereinafter referred to as the "LESSOR" and MIAMI BEACH JEWISH COMMUNITY CENTER, INC., a private Not-For-Profit Corporation registered in the State of Florida, hereinafter referred to as "LESSEE".

WITNESSETH

WHEREAS, the LESSOR is the owner of a certain parcel of land with parking lot facilities located at 65th Street and Indian Creek Drive, Miami Beach, Florida, and the LESSEE desires to use a portion of the property for the construction and operation of a Rowing Facility as shown on Revised Exhibit "A" attached hereto.

WHEREAS, the parties entered into a Lease Agreement on December 14, 1988, and

WHEREAS, the parties entered into a First Amendment to Lease Agreement on November 21, 1989, and

WHEREAS, on February 20, 1991, the LESSOR passed Resolution No. 91-20246 whereby it agreed to fund the amount of \$225,000 as a matching contribution towards the cost of construction of the Rowing Facility; and

WHEREAS, the parties wish to further amend and restate the Lease Agreement for the purpose of extending the term of the Lease and making other changes.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) each to the other in hand paid, the receipt of which is hereby acknowledged, and the further consideration of the mutual covenants each to the other made as follows:

1. Leased Premises - the LESSOR does hereby lease to the LESSEE, that portion of the land with parking lot facilities at 65th Street and Indian Creek Drive, Miami Beach, Florida, for a period of twenty (20) years commencing on May 22, 1991 and terminating on May 21, 2011. In addition, paragraph 23 hereof provides for an option to renew.

2. Use of Leased Premises - it is understood and agreed that the Leased Premises shall be used by the LESSEE solely for the construction and operation of a Rowing Facility, that LESSEE shall at all times be responsible for operation of the Rowing Facility, and that the facility shall be open to the general public provided that users shall meet the minimum safety requirements of the United States Rowing Association and the operational requirements of LESSEE. The Rowing Facility shall not be used as a restaurant or bar. However, there may be catered events (e.g. picnic, barbecue, dinner, luncheon etc.) incidental to rowing events. There is no prohibition on serving liquor at such events, provided LESSEE complies with applicable laws and licenses.

3. Condition of Leased Premises - the LESSEE, at its own expense, shall cause the Leased Premises to be in a state of good repair and suitable for usage by the LESSEE at the commencement of this lease period.

4. Parking - when necessary, the public shall be directed to nearby legal parking spaces. Parking shall not be permitted in any area not designated for such use.

5. LESSOR'S Matching Contribution of \$225,000. Pursuant to City Commission Resolution No. 91-20246 adopted on February 20, 1991, the LESSOR agreed to appropriate and disburse a matching contribution in the amount of \$225,000 toward the construction of the Rowing Facility described in this Agreement. Notwithstanding any other provision contained in Resolution No. 91-20246, or contained in this Agreement, the parties agree that the LESSOR shall not disburse its \$225,000 contribution, or any part thereof, until LESSEE shall have deposited in full its \$225,000 in a special escrow account at Capital Bank, which \$225,000 amount may include amounts already expended by LESSEE to date for capital construction costs, permitting fees, and directly related architectural/engineering fees. Within fourteen (14) business days of receipt by the City of an invoice for capital construction costs, permitting fees or directly related architectural/engineering fees (including amounts already expended), the City shall disburse 50% of said invoice amount to the escrow account at Capital Bank.

6. Scope of Facility and Cost of Construction - the LESSEE shall bear the responsibility for all costs incurred for all Federal, State and Local Governmental approvals and/or permits, and for the construction of the Rowing Facility and reconstruction or reconfiguration of the LESSOR'S parking lot facility. Except for

its commitment to contribute a matching contribution of \$225,000, the LESSOR shall not have any responsibility for the cost of construction of the facility, and LESSOR shall have no responsibility for operation of the facility. The Rowing Facility shall include the following elements:

- a. Storage building for boats, walkways, floating dock, landscaping and parking, as shown on Revised Exhibit "A".

7. Construction of Improvements.

a. Obligation to Construct. LESSEE shall pay for and install the Rowing related improvements which are set forth on the drawings attached hereto as Exhibit "C", (hereinafter collectively referred to as the "Improvements") all at the LESSEE'S cost and expense, except for the LESSOR'S \$225,000 contribution referred to in paragraph 5 above. LESSOR, in its capacity as LESSOR, hereby consents to said plans, subject to LESSEE'S compliance with all City of Miami Beach and other governmental approvals required for issue of a Building Permit. LESSEE shall provide to LESSOR, after installation of all improvements and prior to the issuance of a certificate of occupancy for use of the Rowing Building (hereinafter referred to as "C.O."), an "as built" survey showing the location of all improvements including, but not limited to, underground utilities, on the Leased Premises and the adjacent reconfigured parking area.

b. Payment and Performance Bonds, Insurance. LESSEE shall submit to LESSOR for its prior approval the construction contract between the LESSEE and the contractor responsible for installing the Improvements (hereinafter referred to as "the Contractor"). In the event the LESSEE uses more than one contractor, each such contract shall be submitted for approval. Each construction contract shall require, at a minimum, the following:

(1) Bonds

Payment and performance bonds in the form attached hereto as Exhibits "B-1" and "B-2" in the amount of 100% of the construction contract.

(2) Insurance

It is the duty of the LESSEE to ensure that all contractors engaged for the installation of any Improvements obtain and submit proof of adequate insurance coverage. Each contractor used must submit original certificates of insurance to the LESSOR'S Risk Manager evidencing the necessary coverages. No contractor can begin work on the Leased Premises until the insurance is approved by the LESSOR'S Risk Manager.

The Risk Manager shall approve or disapprove the insurance within seven (7) business days of receipt of the certificate. All policies must be maintained in full force and effect during the duration of the construction contract. The insurance coverages required are as follows:

1. Commercial general liability in the amount of \$500,000 per occurrence. This policy must be on an "occurrence" form and include contractual liability.
2. The City of Miami Beach must be named as an additional insured on the commercial general liability.
3. Builder's Risk Insurance on the Rowing Facility against all risks of physical loss or damage to the Facility. The insurance shall be written on a full replacement cost basis in form satisfactory to LESSOR's Risk Manager.
4. Automobile liability in the amount of \$300,000 per occurrence.
5. Workers' compensation coverage as required by Florida Statutes.
6. The LESSOR must receive thirty (30) days advance, written, notice of any cancellation or change in coverage of the above policies.
7. All policies must be issued by companies licensed and admitted that are rated B+ VI or better per Best's Rating Guide, latest edition.

(3) Indemnification.

LESSEE'S Contract with the Contractor shall include the following clause:

"Contractor hereby agrees to indemnify and hold the City of Miami Beach and the Jewish Community Center, Inc. ("JCC") and their respective officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including wrongful death up to the amount of \$1,000,000.00 for each occurrence, and claims for property damage up to the amount of \$1,000,000.00 for each occurrence, with an aggregate of \$1,000,000.00, which may arise from the direct or indirect operations of the Contractor, or those of any subcontractor, agent, employee, or other person or entity acting on Contractor's behalf, which relate in any way to the installation of improvements at the Rowing Facility Site located at 65th Street and Indian Creek Drive in Miami Beach. Contractor agrees to and shall defend at its sole cost and expense, the City and the JCC

and their respective officers, agents, employees, and representatives from actions for damages caused, or alleged to have been caused, by reason of Contractor's activities in connection with the Rowing Facility Site regardless of whether the damage is alleged to have been caused in part by a party indemnified hereunder. This indemnification Agreement applies to all damages and claims for damages, including without limitation, interest, costs and attorneys' fees, suffered or alleged to have been suffered by reason of the operations referred to herein, regardless of whether or not the City approved the plans or specifications or both for the Site and regardless of whether or not such claim is groundless or not made in good faith."

(4) Contingency Allowance.

The construction contract shall provide for a contingency allowance in the amount of not less than five (5) percent of the Architect's estimated costs of construction to be used for unforeseen contingencies arising during the course of construction.

8. Utilities and Telephone - the LESSEE, during the term of said Lease, shall pay all costs incurred for water, gas and electricity. The LESSEE, during the term of said Lease, shall pay all costs incurred for telephone usage.

9. Maintenance - the LESSEE agrees to maintain and keep in good repair, condition and appearance, during the term of this Lease, or any extension or renewal, the interior and the exterior of the Rowing Facility and the surrounding landscaping.

10. Alterations by LESSEE - the LESSEE may not make structural alterations, additions or improvements in or to the leased premises without the prior written consent of the LESSOR. All additions, fixtures or improvements shall be, and remain, a part of the leased premises at the expiration of this Lease.

11. Destruction. - In the event the Rowing Facility shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement whereby the same shall be rendered untenable, but not substantially destroyed, then the LESSEE shall render said Premises tenantable by repairs within two hundred seventy (270) days therefrom, or such additional period of time as agreed to by LESSOR's City Manager in writing.

In the event the Premises are substantially destroyed or so damaged or injured by fire or other casualty that the Premises

cannot be rendered tenantable, then the proceeds of the insurance policy or policies covering such loss or damage shall be paid to the LESSOR and the LESSEE as their interests appear, and this agreement shall be deemed terminated.

12. Assignment - LESSEE shall not assign, transfer, sublease, convey, mortgage, lien or otherwise encumber this Lease or any portion thereof without the prior written consent of the LESSOR, nor suffer any use of said Leased Premises other than herein specified, provided that LESSEE, without prior approval from the LESSOR, shall have the right to sublease boat storage space for rowing craft to the general public on a first come, first serve basis, provided that the LESSOR has first approved the form of the sublease. The LESSOR is aware of LESSEE'S intention to sublease a portion of the premises to the University of Miami for its Rowing Club operation. LESSEE agrees that any sublease entered into between it and the University of Miami, shall have a term no longer than the initial term provided for herein, and sublessee shall agree to be bound by all the terms and conditions of this Agreement. The form of the sublease with the University of Miami is subject to the prior approval of the LESSOR.

13. Objectionable Activity - the LESSEE agrees that in the event any activities, other than Rowing Facility activities, upon the Leased Premises be deemed objectionable by the LESSOR, the LESSEE will immediately upon request, curtail, modify or stop the said activity in accordance with said request. In the event LESSOR deems any of LESSEE'S activities objectionable, the LESSOR shall provide LESSEE with written notice of the objectionable activity and LESSEE shall have thirty (30) days within which to cure the activity.

14. Signs - if exterior signs are requested, they will be of a design and form approved by the LESSOR. LESSEE shall assume the cost of any such signs. All signs shall be removed by LESSEE upon the termination of this Lease and any damage or unsightly condition caused to the Leased Premises because of, or due to, said signs shall be corrected or repaired by the LESSEE to the satisfaction of LESSOR.

15. LESSOR's Right of Entry - LESSOR, or any of its agents, servants or employees, shall have the right to enter said Leased Premises during reasonable business hours to verify compliance with this Lease.

16. LESSEE Responsible for Damage - the LESSEE shall not injure, mar, nor in any manner deface or cause to be, destroyed, defaced, altered, modified or physically changed, the Leased

Premises or any portion thereof, or any equipment, fixture, or other item contained therein and that if the Leased Premises or any portion thereof, or any structure attached thereto, or any equipment, fixture or other item contained therein and that if the Leased Premises or any portion thereof, or any structure attached thereto, or any equipment, fixture or other item contained shall be destroyed, damaged, marred, altered, or physically changed in any manner whatsoever, and such is not done by and with the expressed authority of LESSOR, but is the act, default or negligence of LESSEE, its agents, employees, patrons, guests, or any person admitted to the Leased Premises by LESSEE, then and in that event, LESSEE will pay such sum as shall be necessary to repair, replace or restore the Leased Premises or item(s) contained therein to its previous, whole and uninjured or unaltered condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Leased Premises during the term of this Agreement by the LESSEE or by or with the consent of any person acting for or on behalf of LESSEE.

17. Liability for Damage or Injury - LESSOR shall not be responsible for any damage or injury that may occur to LESSEE, its agents, servants, employees, patrons, guests or any person(s) admitted to the Leased Premises by the LESSEE or property from any cause during the period covered by this Agreement unless due solely to the negligence of LESSOR, its agents and/or employees.

18. Peaceful Possession - subject to the terms, conditions and covenants, LESSOR agrees that LESSEE shall and may peaceably have, hold and enjoy the Leased Premises above-described, without hindrance or molestation by LESSOR.

19. Surrender of Premises - LESSEE agrees to surrender to LESSOR, at the end of the term of this Lease, or any extension thereof, said Leased Premises including any and all buildings and improvements now or hereafter placed thereon by LESSEE in as good condition as said premises were at the beginning of the term of this Lease, ordinary wear and tear, and damage by fire and windstorm or other Acts of God, excepted.

20. Indemnification. The LESSEE shall indemnify and save harmless, except to the extent of LESSOR'S own acts or negligence, the LESSOR against any and all claims, suits, actions, damages or causes of action connected with, related to, by reason of, or arising out of any personal injury, loss of life or damage to property sustained in or on the demised premises by reason of or as a result of LESSEE'S construction, design, use, activities and operations related to said demised premises, including but not

limited to all costs, attorneys' fees, expenses and liabilities incurred in the defense of any claim and the investigation thereof. LESSEE further agrees to indemnify, defend and save harmless the LESSOR, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the improvements made on the demised premises by the LESSEE and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LESSEE in connection with improvements made by the LESSEE.

The foregoing Agreements of indemnity are in addition to and not by way of limitation on any other covenants herein.

21. Insurance. The LESSEE shall carry and maintain in full force and effect at all times during his operation on Leased Premises, the following insurance coverage:

- a. Commercial General Liability Insurance in the minimum amount of Five Hundred Thousand (\$500,000.00) per occurrence for bodily injury and property damage. This policy must also contain coverage for premises operations, products and contractual liability.
- b. Fire and Extended Coverage in the amount of 90% of the replacement cost of all Rowing Facility improvements.
- c. Marina Operators Liability Insurance in the minimum amount of Five Hundred Thousand (\$500,000.00) per occurrence.
- d. If this operation includes the sale of alcoholic beverages, Liquor Liability Insurance in the minimum amount of Five Hundred Thousand (\$500,000.00) must be carried.
- e. The LESSOR must be named as an additional insured on the policies required above. All Certificates of Insurance shall state: This insurance coverage is primary to all other coverages or self-insurance provided by the City of Miami Beach.
- f. Worker's Compensation and employer's Liability to meet the statutory requirements of the State of Florida.
- g. The LESSOR shall receive thirty (30) days advance written notice of cancellation or changes of the above-mentioned policies.
- h. 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.

- i. The LESSEE shall furnish original Certificates of Insurance, evidencing the required coverage, and receive approval of same, prior to the commencement of operations.
- j. Certificates of Insurance shall be approved by the LESSOR'S Risk Manager and kept on file in the Finance Department, Insurance and Safety Division, City of Miami Beach, City Hall.

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

23. Option to Renew - provided this Lease is not otherwise in default, this Lease shall be renewable, at the option of LESSEE for one additional term of ten (10) years upon the same terms and conditions, except as hereinabove provided, by the LESSOR giving the LESSEE notice in writing at least sixty (60) days prior to the expiration of the initial term.

24. Termination.

a. Default of LESSEE. In the event that the LESSOR believes that the LESSEE is in default with respect to any term or condition contained herein, or in the event the LESSEE vacates or abandons the Premises, the LESSOR shall give the LESSEE Notice of Default in the manner provided in Paragraph 30 (Notices). The Notice of Default shall specify the nature of the alleged default and the date by which LESSEE must cure the default, which cure date shall in no event be less than fifteen (15) days from the date of receipt of the Notice of Default by LESSEE. In the event that the LESSEE does not cure the default within the period set forth in the Notice of Default, at any time thereafter LESSOR may terminate this Lease by giving LESSEE Notice of Termination, which termination shall take effect thirty (30) days after receipt of said Notice of Termination by LESSEE. Provided, however, that if any default is of such a nature that it cannot reasonably be cured within the fifteen (15) day period, then LESSEE shall be deemed in compliance so long as the cure is diligently pursued, but in no event shall the cure period exceed ninety (90) days. In the event of termination pursuant to this subparagraph 24(a), and the LESSOR, in its sole discretion, determines that it is feasible to continue the operation of the Rowing Facility, either by itself or through a third party, then, in such event the LESSOR agrees to honor

the sublease with the University of Miami for so long as LESSOR continues operations. Provided, however, that in the event that the LESSOR determines that it is not feasible to continue operations of the Rowing Facility, then in such event the LESSOR shall offer the University of Miami the right and option to assume all the terms and conditions of this Agreement, which offer shall be made in writing by LESSOR and shall be accepted by the University of Miami in writing within sixty (60) days of the offer.

b. For Convenience of LESSOR. If the City Commission of LESSOR determines, in its sole discretion, that it has a higher and better use for the Leased Premises, then upon such determination at any time during the initial term of this Lease, or any extension thereof, upon 60 days written notice to LESSEE, LESSOR shall have the right to terminate this Lease, upon payment to the LESSEE of the undepreciated balance of the cost of constructing the Rowing Facility less the City's \$225,000 contribution. For the purposes of this paragraph, depreciation of the building shall mean straight line depreciation based on a 30 year life. Within 30 days after issuance of a certificate for occupancy of the Rowing Facility, LESSEE shall provide the City with a statement of capital costs setting forth the complete cost of construction of the Rowing Club Facility, which shall include all internal improvements, from which amount shall be deducted the City's contribution of \$225,000, and the balance shall be the amount to be depreciated.

25. Taxes. LESSEE agrees to pay, before delinquency, any and all taxes and/or assessments levied upon the property and/or relating to LESSEE'S use of the property, including, but not limited to, ad valorem taxes (if any), commercial personal property taxes (if any), sales tax, licenses, permits, etc.

26. Liens. LESSEE agrees to keep the property free and clear of all mechanics' liens and other liens. In the event that any lien is filed on the property, LESSEE agrees to discharge or bond off the lien in accordance with §55.10 of the Florida Statutes within ten (10) days of receiving written notice from the LESSOR of the existence of such lien. Moreover, LESSEE agrees to require that its contractors, subcontractors, and materialmen waive lien rights prior to performance and/or supply of materials.

27. Time is of the Essence. Time is of the essence with respect to all the terms and conditions of this Lease.

28. Conformity to Law. LESSEE shall comply with all laws, ordinances, regulations, and orders of Federal, State, County and Municipal authorities pertaining to the Leased Premises and LESSEE'S improvements and operations thereon. The LESSEE covenants and agrees that there will be no discrimination as to race, color, creed or national origin in the use of the Leased Premises.

29. Notices - it is understood and agreed between the parties hereto that written notice addressed to LESSEE and mailed or delivered to the LESSEE shall constitute sufficient notice to the LESSEE, and written notice addressed to the City Manager, 1700 Convention Center Drive, Miami Beach, Florida 33139, shall constitute notice to the LESSOR, to comply with the terms of this Lease. Written notices for the LESSEE shall be addressed to the LESSEE, Attention: Executive Director, 4221 Pine Tree Drive, Miami Beach, Florida 33139. Notices provided herein in this paragraph shall include all notices required in the Lease or required by Law.

30. Subsequent Changes - any alterations, variations, modifications, or waivers of the provision of this Agreement shall only be valid when they have been reduced to writing and duly signed by both parties.


31. Entire Agreement - this Lease Agreement contains the entire Agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by Resolution approved by the governing body of each party.

32. Severability - If any part of this Agreement is held to be invalid, such part shall be severable and the remainder of this Agreement shall not be affected thereby, provided that both parties agree to the continuation of this Agreement.

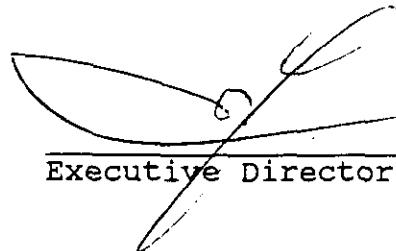
IN WITNESS WHEREOF, the parties hereto have on the above stated date caused these presents to be signed by the respective duly authorized officers, and the respective corporate seals to be affixed.

MIAMI BEACH JEWISH COMMUNITY
CENTER, INC.

ATTEST:



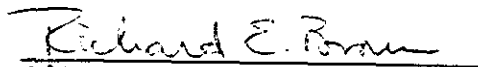
President




Executive Director

CITY OF MIAMI BEACH

ATTEST:



City Clerk

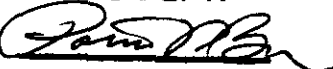


Vice-Mayor

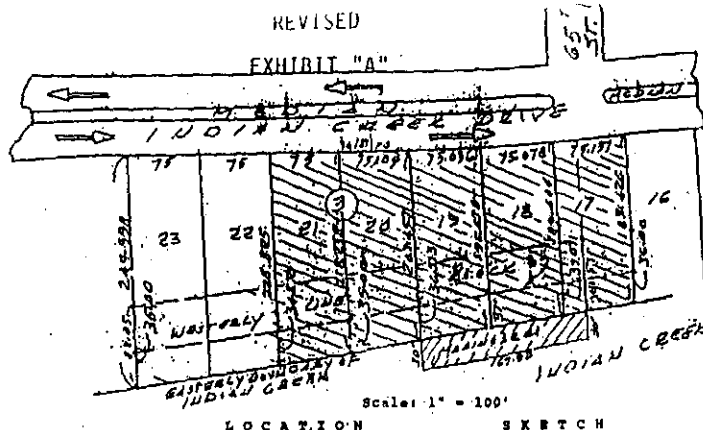
PNB:lm

C:JEWISHCO.ROW
November 8, 1991

FORM APPROVED
LEGAL DEPT.

By 

Date 11/15/91



THIS IS A SKETCH OF AN AS-BUILT SURVEY OF:

A Westerly part of Lots 17 through 21, Block 3, Amended Second Ocean Front Subdivision, recorded in Plat Book 28 at page 28 of the public records of Dade County, Florida. Said Part described as follows:

Commence (P.O.C.) at the Southeast corner of the above referenced Lot 17 and run N. 89°14'30"W. along the Southerly line of said Lot 17, a distance of 131.364 feet; Thence run N. 89°03'52"W., a distance of 37.73 feet to a point in Lot 17, said point being the Point of Beginning (P.O.B.); Thence continue N. 89°03'52"W. along the Northerly line of said Lot 17, a distance of 321.74 feet to a point on the Northerly line of said Lot 21; Thence run N. 89°14'30"W. along the Northerly line of said Lot 21, a distance of 47.041 feet to the Northwest corner of Lot 21; The following 5 courses are along the Westery line of referenced Lots 17 through 21 of said Block 3. Thence run S. 8°04'57"E., a distance of 75.90 feet; Thence run S. 8°41'26"E., a distance of 76.264 feet; Thence run S. 9°05'34"E., a distance of 76.123 feet; Thence run S. 8°58'20"E., a distance of 76.094 feet; Thence run S. 8°07'08"E., a distance of 18.028 feet to a point on the Westery line of said Lot 17; Thence run N. 89°14'30"W., parallel to the Southerly line of said Lot 17, a distance of 43.163 feet to the Point of Beginning (P.O.B.); Area described contains 14,260 square feet, more or less.

PLUS:

A parcel of land in Indian Creek (Now Filled) adjacent and contiguous with the Westery boundary of Block 3 of the above described subdivision, conveyed by Deed from the Trustees of the Internal Improvement Fund of the State of Florida by Deeds, 19930 and 19940. Said land described as follows:

Commence (P.O.C.) at the Southeast corner of referenced Lot 17 and run N. 89°14'30"W. along the Southerly line of Lot 17 and its production Westerly, a distance of 213.31 feet to the Westery line of the land described in the above referenced deeds. The following 4 courses are along the said Westery line. Thence run N. 7°25'44"W., a distance of 37.634 feet to the Point of Beginning (P.O.B.); Thence continue N. 7°25'44"W., a distance of 93.89 feet; Thence run N. 89°03'52"W., a distance of 152.045 feet; Thence run N. 7°25'12"W., a distance of 75.875 feet to a point on the production Westery line of the Northerly line of the above referenced Lot 21; Thence run S. 89°14'30"E. along the said Westery production of Lot 21, a distance of 34.827 feet to the Northwest corner of said Lot 21; The following 5 courses are along the Westery line of referenced Lots 17 through 21, Block 3. Thence run S. 8°04'57"E., a distance of 75.90 feet; Thence run S. 9°04'26"E., a distance of 76.264 feet; Thence run S. 9°05'34"E., a distance of 76.123 feet; Thence run S. 8°58'20"E., a distance of 76.094 feet; Thence run S. 8°07'08"E., a distance of 18.028 feet to a point in said Lot 17; Thence run N. 89°14'30"W., parallel to the Southerly line of referenced Lot 17, a distance of 18.336 feet to the Point of Beginning (P.O.B.). Land described contains 11,596 square feet, more or less.

Total Area of the above described Parcel is 25,856 square-feet, more or less, or 0.594 acres, more or less.

SURVEYORS CERTIFICATE: WE HEREBY CERTIFY that the "Sketch of Survey" shown hereon of the above described property is true and correct to the best of our knowledge and we recently surveyed under our direction; Also that there are no visible encroachments, unless shown hereon. Examination of the "Abstract of Title" will have to be made to determine recorded instruments, if any, which may affect this survey. This survey conforms to the minimum technical standards for Land Surveys in the State of Florida, as adopted by the Department of Professional Regulation, Board of Land Surveyors.

ORDER NO. 77682-89

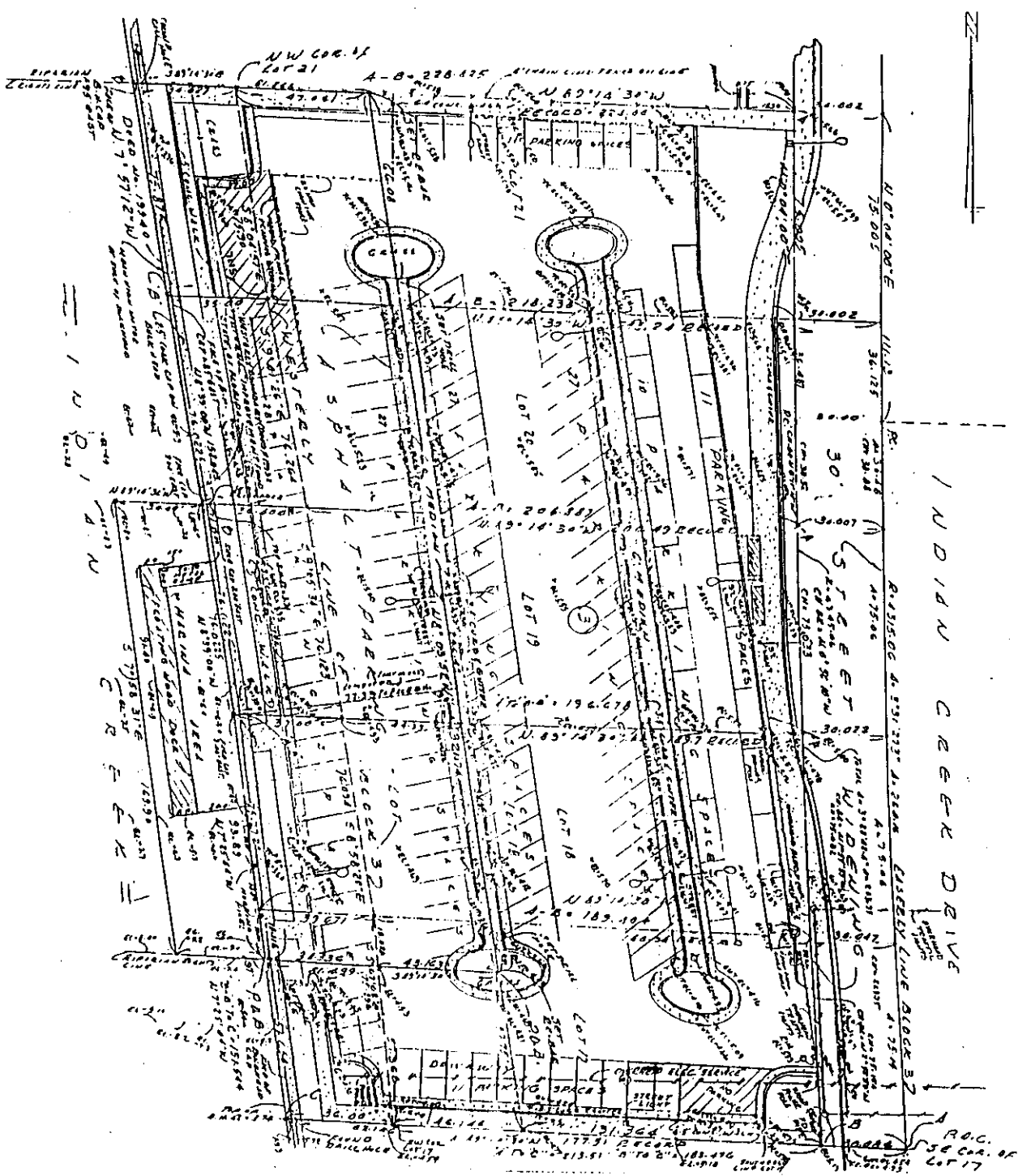
Zurwelle-Whittaker, Inc.
By: *James D. Reeves*
James D. Reeves, President
P.L.S. No. 2194, Florida

Notes:

- 1- The North Arrow and Bearings used hereon are referenced to the Record Plat.
- 2- The Pipes shown on the property corners have a P.L.S. plug No. 2194 inserted in the top of each.
- 3- The Elevation (El.) shown hereon is referenced to 0.00 feet, Mean Sea Level, N.G.V.D.

SHEET 1 OF 2

THIS SURVEY WAS PREPARED FOR:			
JEWISH COMMUNITY CENTERS			
ZURWELLE WHITTAKER, INC. - ESTAB. 1930			
CONSULTING ENGINEERS AND SURVEYORS			
805 LINCOLN RD., SUITE 508, MIAMI BEACH, FLA. 33138			
DATE:	SCALE:	DRAWN BY:	CHECKED BY:
11-9-89	1" = 16'	R B	J D R
REVISIONS:	DESCRIPTION:		
1-18-90	Marine Area Added with Elevation Profile		
1-4-91	Blue Parcel Added with Elevations		



THIS IS A SKETCH OF AN AS-BUILT
SURVEY OF:
SEE SHEET 1 FOR THE LEGAL
DESCRIPTION.

SURVEY PREPARED FOR:
JEWISH COMMUNITY CENTERS

PREPARED BY:
ZURWELLE-WHITTAKER, INC.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida
2-4-91 Sheet 2 of 2

PERFORMANCE BOND

(This bond meets and exceeds the requirements of Florida Statutes Section 255.05)

STATE OF FLORIDA)

SS

COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS that we, _____
 _____ as Principal, hereinafter called
 Contractor, and _____ as Surety, are
 firmly bound unto the Miami Beach Jewish Community Center, Inc.
 (hereinafter called "JCC") and the City of Miami Beach, Florida
 (hereinafter called "City"), as Obligees, in the Penal sum of
 _____ Dollars (\$_____), for the
 payment of which sum well and truly to be made, we bind ourselves,
 or heirs, executors, administrators, successors and assigns,
 jointly and severally, firmly by these presents.

WHEREAS, Contractor, on the _____ day of _____,
 19____, entered into a certain contract with the JCC, hereto
 attached, entitled "_____ " which Contract is
 made a part hereof by reference thereto.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,
 that, if the Contractor shall well and truly perform and fulfill
 all the undertakings, covenants, terms, conditions and agreements
 of said Contract, and all duly authorized modifications of said
 Contract that may hereafter be made, notice of which modifications
 to the Surety being hereby waived, then this obligation shall be
 void; otherwise to remain in full force and effect.

Whenever the Principal shall be and is declared by the JCC to
 be in default under the Contract, or whenever the Contract has been
 terminated by default of the Contractor, the JCC having performed
 the JCC's obligations thereunder, the Surety shall:

1. Complete the Contract in accordance with its terms and conditions, or at the JCC's sole option.
2. Obtain a Bid or Bids for submission to the JCC for completing the Contract in accordance with its terms and conditions, and upon determination by the JCC and the Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the JCC, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the JCC to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the JCC to the Contractor.

No right of action shall accrue on this Bond to our for the use of any person or corporation other than the JCC and the City named herein or the successors or assignees thereof.

The Surety shall and does hereby agree to indemnify the JCC and the City and hold them harmless of, from and against any and all liability, loss, cost, damage or expense, including reasonable attorneys' fees, engineering and architectural fees or other professional services which the JCC or the City may incur or which may accrue or be imposed upon it by reason of any negligence, default, act and/or omission on the part of the Contractor, any Subcontractor and Contractor's or Subcontractors agents, servants and/or employees, in, about or on account of the construction of the work and performance of said Contract by the Contractor.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance of the project by the City as are provided for in the Contract Documents, and the Contractor hereby guarantees to repair or replace for the said periods all work performed and materials and equipment furnished, which were not performed or furnished according to the terms of the Contract Documents. If no specific periods of warranty are stated in the Contract, Documents for any particular item of work, material or equipment, the Contractor hereby guarantees the same for a minimum period of one (1) year from the date of final acceptance by the JCC of the entire project.

Any suit on this bond must be instituted within such period or periods as may be provided by law.

IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials of the _____ day of _____, 19____.

WITNESS:

PRINCIPAL
(If sole Proprietor or partnership)

(Firm Name)

BY: _____

Title: (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

(Corporate Name)

BY: _____
(President)

Attest: _____
(Secretary)

(CORPORATE SEAL)

(Signatures continue on next page)

COUNTERSIGNED BY
RESIDENT FLORIDA
AGENT OF SURETY:

SURETY

(Copy of Agent's current
License as issued by State
of Florida Insurance
Commissioner)

BY: _____
Attorney-in-fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

PNB:lm

C:\BOND\PERFORMA.JEW

EXHIBIT "B" 2

LABOR AND MATERIAL PAYMENT BOND
(SECTION 255.05, FLA. STAT.)

BY THIS BOND, We _____,
as Principal, and _____ as
corporation, as Surety, are bound to the Miami Beach Jewish
Community Center, Inc. and the City of Miami Beach, Florida, the
City as obligees, herein called JCC and the City, in the sum of
\$ _____ for the payment of which we bind ourselves, our
heirs, personal representatives, successors and assigns, jointly
and severally.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payments to all claimants, as defined in
Section 255.05 (1), Fla. Stat., supplying Principal with
labor, materials, or supplies, used directly or indirectly by
Principal in the prosecution of the work provided for in the
contract; and

Pays JCC and/or City all losses, damages, expenses, costs, and
attorney's fees, including appellate proceedings, that the JCC
and/or City sustains in enforcement of this bond.

Performs the guarantee of all labor and materials furnished
under the contract for the time specified in the contract,
then this bond is void, otherwise it remains in full force.

Any changes in or under the contract documents and compliance
or noncompliance with any formalities connected with the
contract or the changes do not affect Surety's obligation
under this bond.

The provisions of Section 255.05, Fla. Stat., are specifically
adopted by reference and made a part hereof for the purposes
specified therein.

The contract dated _____ between the JCC and
Principal is made a part of this Bond by reference.

Claimants are advised that Section 255.05, Fla. Stat.,
contains notice and time limitation provisions which must be
strictly complied with.

IN WITNESS WHEREOF, the above bounded parties executed this
instrument under their several seals, this _____ day of
_____, 19____, A.D., the name and corporate seal of each
corporate party being hereto affixed and these presents duly signed
by its undersigned representative, pursuant to authority of its
governing body.

WITNESS: (If sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary Only will attest and affix seal).

PRINCIPAL:

(Affix
Signature of Authorized Officer Seal)

WITNESSES:

Title

Business Address

City State

SURETY:

Corporate Surety

WITNESS:

Attorney-in-Fact (Affix
Seal)

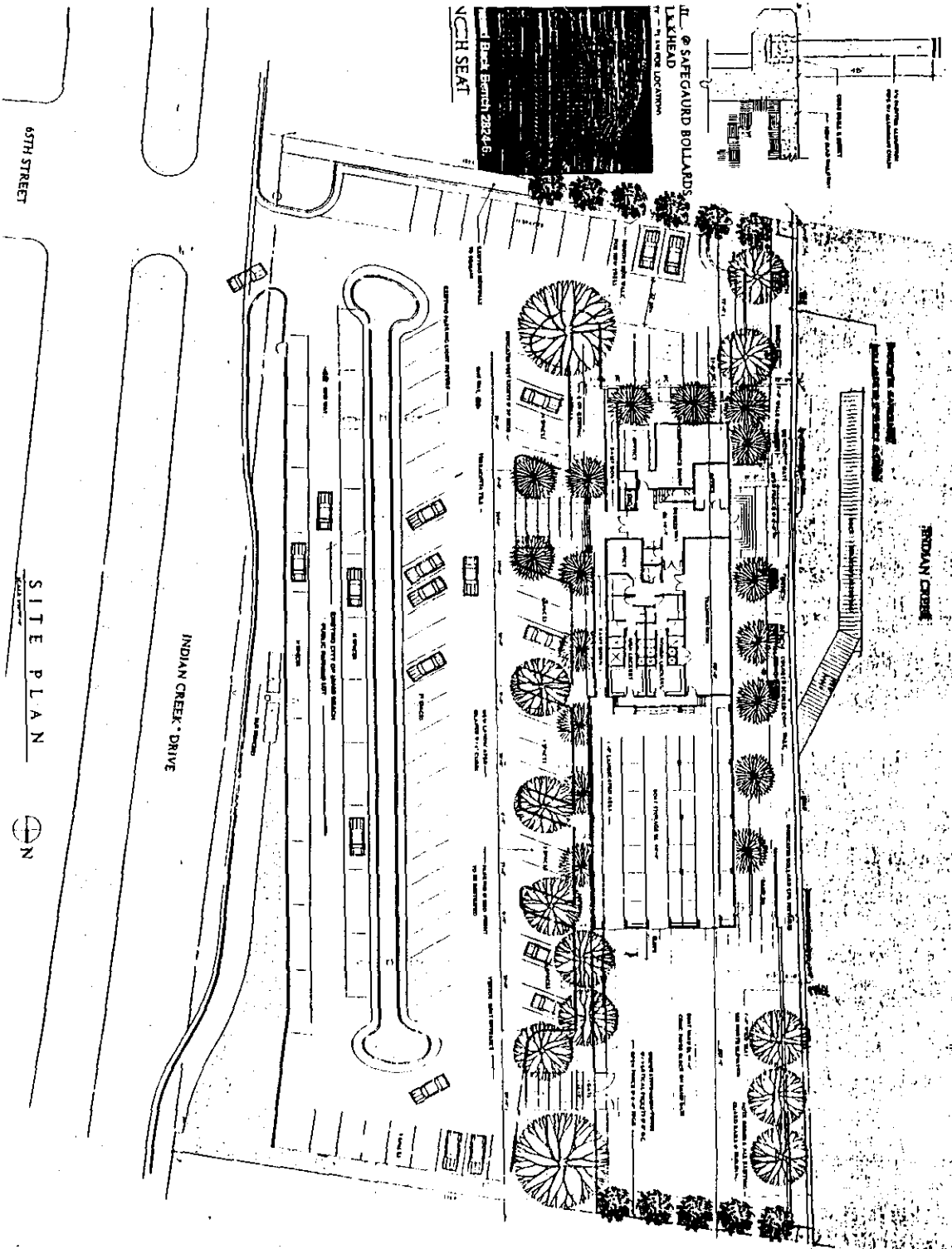
Business Address

City State

Name of Local Insurance Agency

PNB:lm

C:\BOND\LABOR.JEW

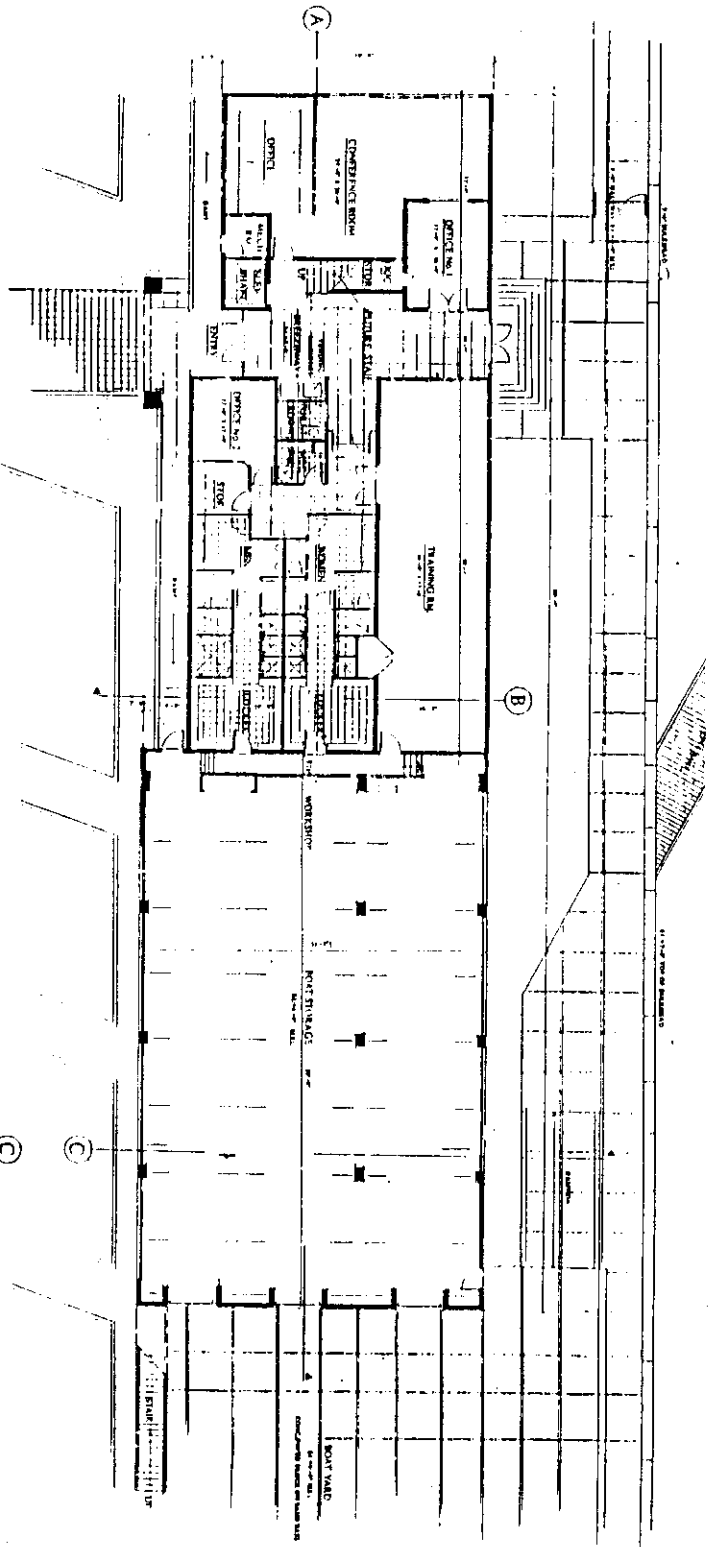


65TH STREET

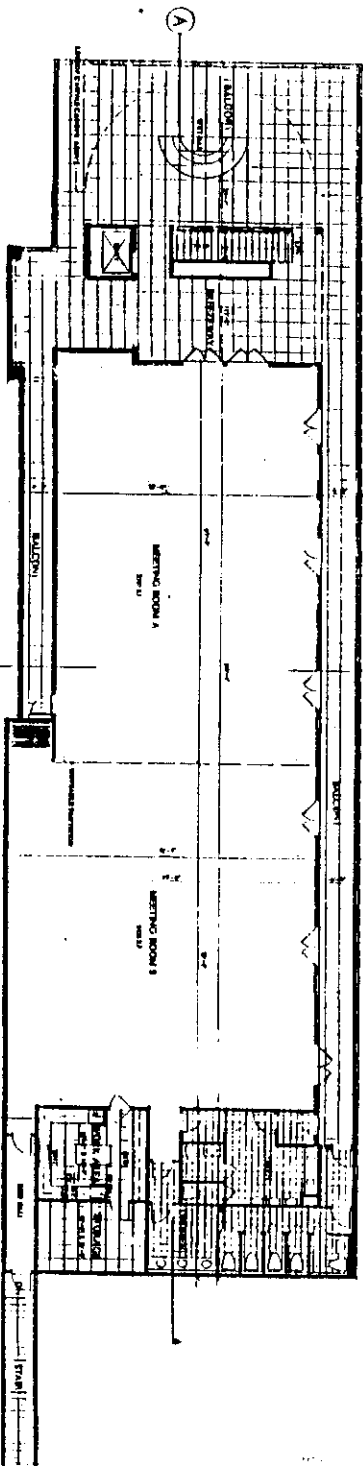
SITE PLAN



<p>PROJECT: ICC BOAT HOUSE LOCATION: MIAMI BEACH, FLORIDA ARCHITECT: OXOS & FRY ARCHITECTS DATE: 10-10-77</p>	<p>DESIGNER: OXOS & FRY ARCHITECTS DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>	<p>DATE: 10-10-77</p>
--	--	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------

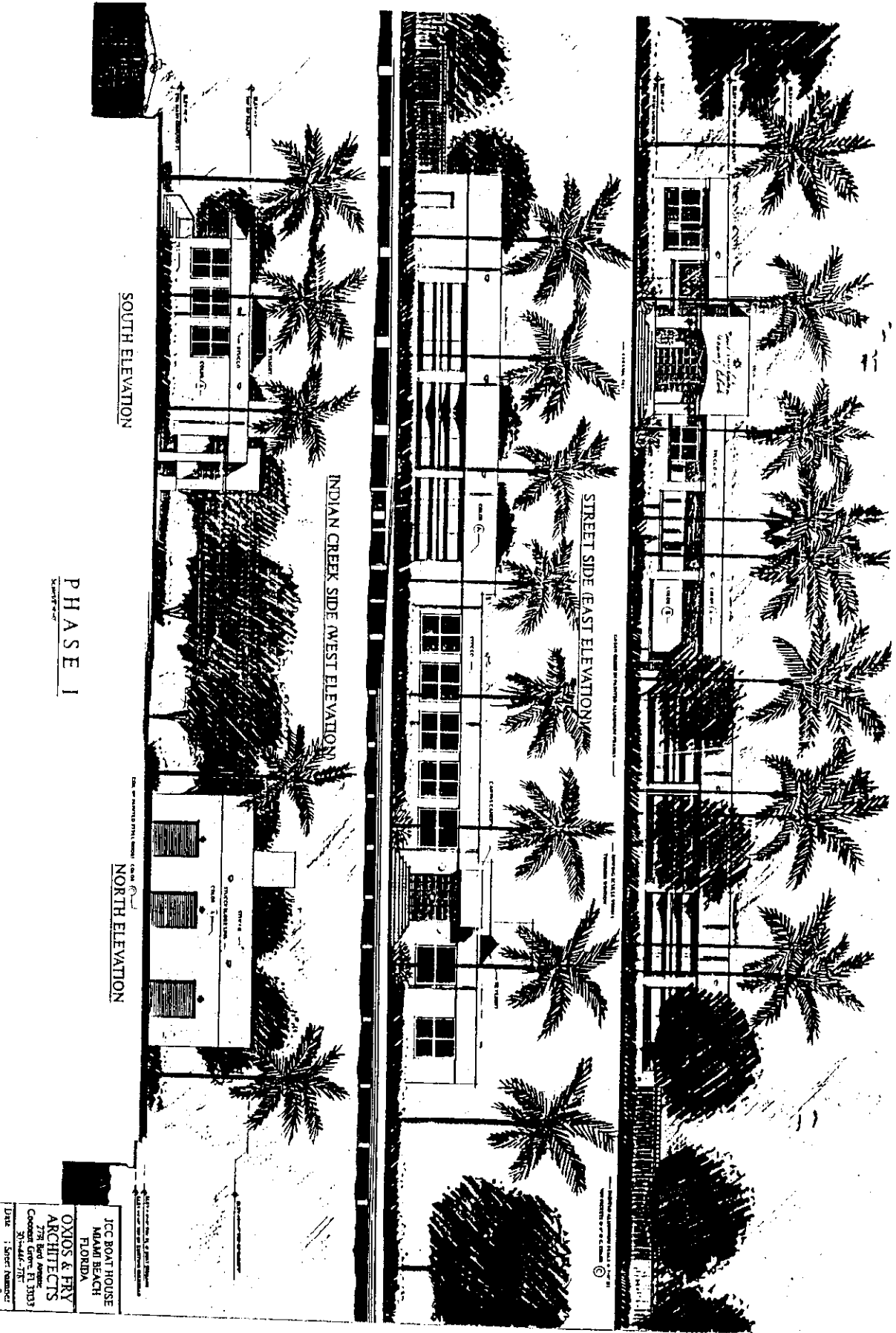


GROUND FLOOR PLAN (PHASE D)

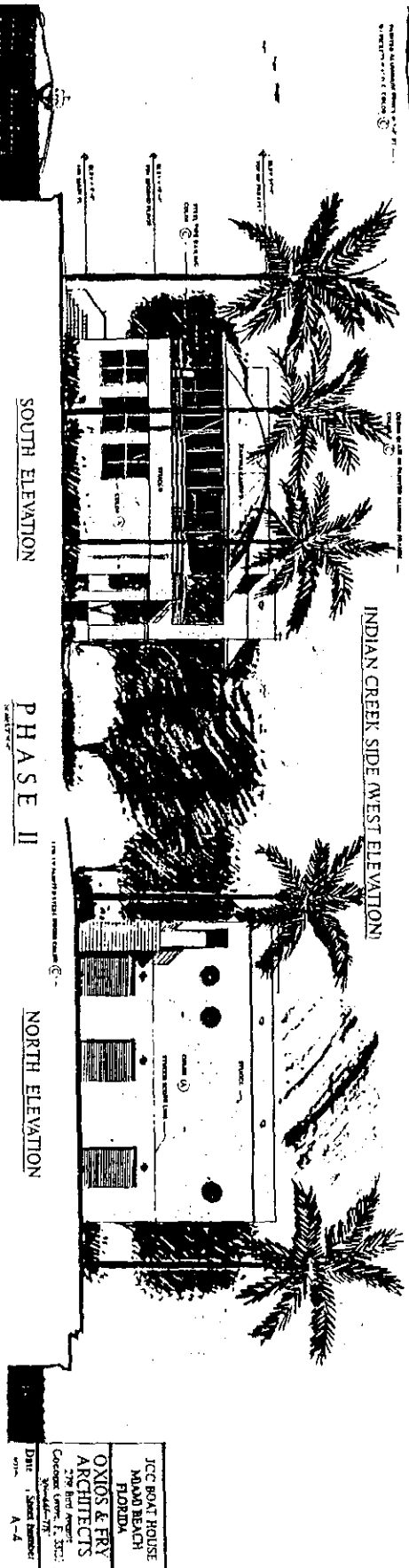
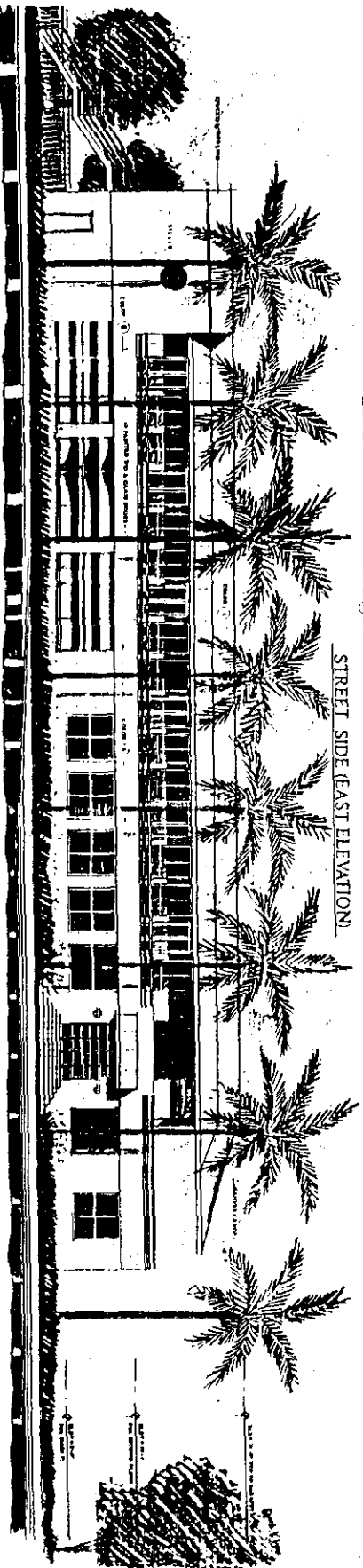
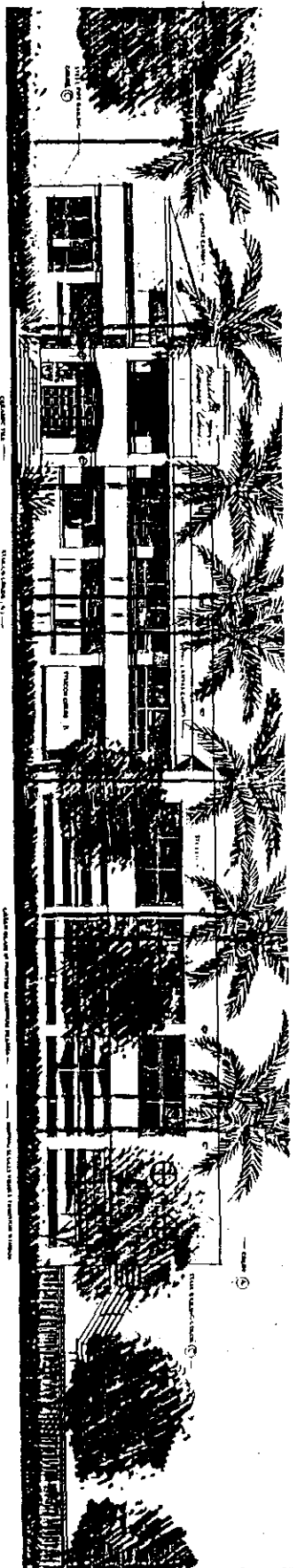


SECOND FLOOR PLAN (PHASE D)

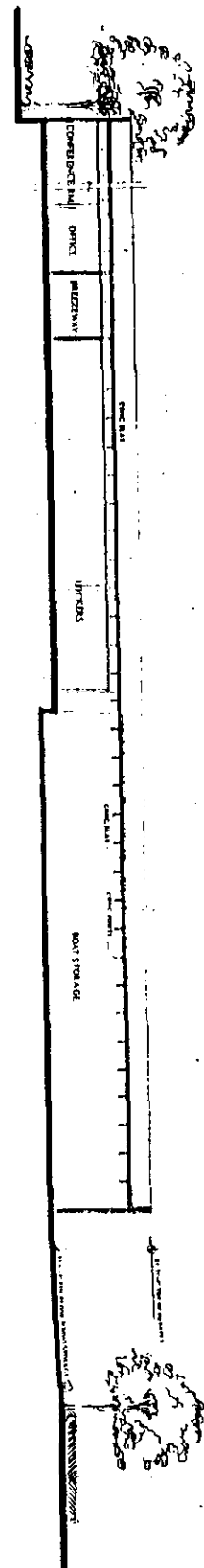
JCC BOAT HOUSE
MIAMI BEACH
FLORIDA
OXIOS & FRY
ARCHITECTS
225 BAYVIEW
CORPORATE CENTER, 11TH FLOOR
MIAMI BEACH, FL 33131
305-446-7871
305-446-7872
305-446-7873
305-446-7874
305-446-7875
305-446-7876
305-446-7877
305-446-7878
305-446-7879
305-446-7880
305-446-7881
305-446-7882
305-446-7883
305-446-7884
305-446-7885
305-446-7886
305-446-7887
305-446-7888
305-446-7889
305-446-7890
305-446-7891
305-446-7892
305-446-7893
305-446-7894
305-446-7895
305-446-7896
305-446-7897
305-446-7898
305-446-7899
305-446-7900



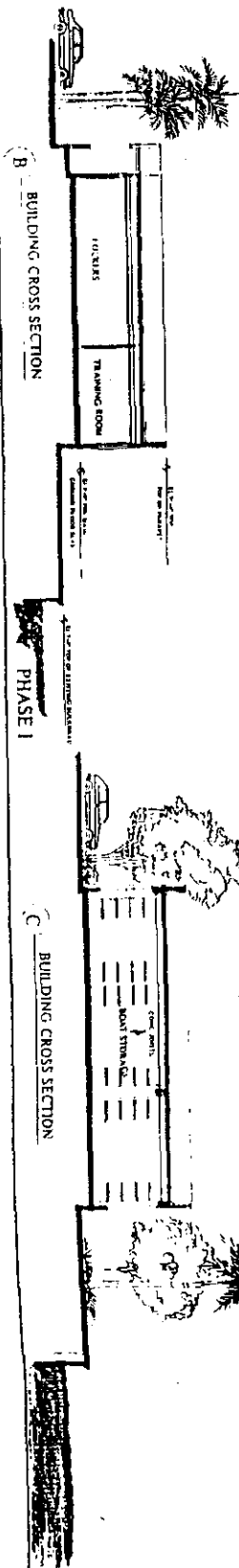
ICC BOAT HOUSE
MIAMI BEACH
FLORIDA
OXIOS & FRY
ARCHITECTS
2775 NE 1st Avenue
Coral Gables, FL 33133
305-446-7777
Date: 1/1/2007



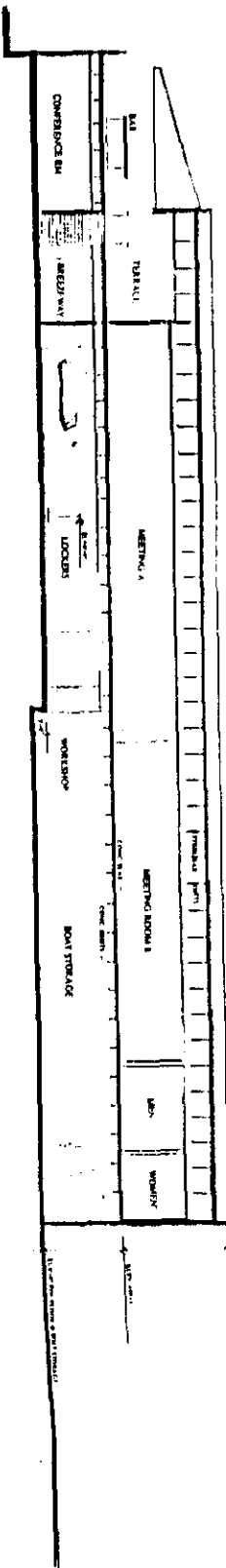
JCC BOAT HOUSE
 MIAMI BEACH
 FLORIDA
 OXIOS & FRY
 ARCHITECTS
 2700 First Street
 Coral Gables, Florida 33134
 Date: 10/1/77
 A-4



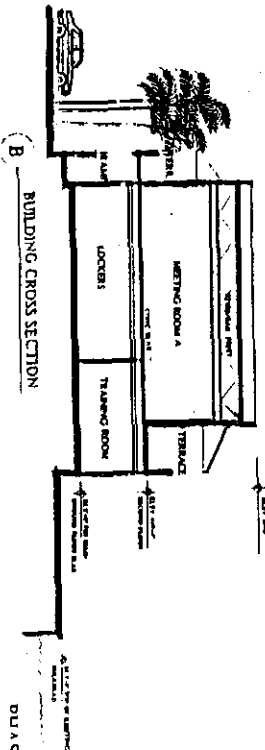
A BUILDING CROSS SECTION



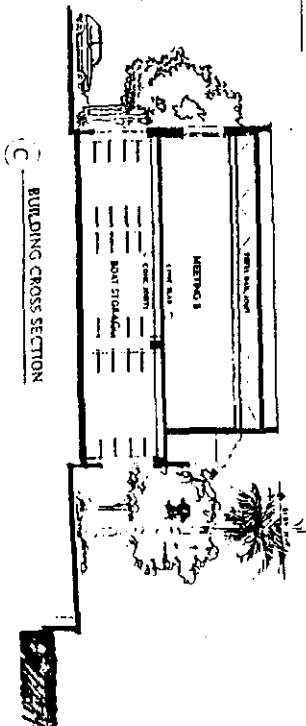
B BUILDING CROSS SECTION



A BUILDING CROSS SECTION



B BUILDING CROSS SECTION



C BUILDING CROSS SECTION

JCC BOAT HOUSE
MIAMI BEACH
FLORIDA
OXIOS & FRY
ARCHITECTS
275 BAY AVENUE
CORAL GABLES, FL 33133
Date: 1/28/77
Drawn: J. Oxios

