



City of Doral Lease 4602

Miami-Dade County, Florida



A Partnership of Professional Associations 8105 N.W. 155 Street Miami Lakes, Florida 33016

Telephone: 305-818-9993 Facsimile: 305-818-9997

Raul Gastesi Raul R. Lopez Ceasar Mestre Jr. Lorenzo Cobiella Reply to: Lorenzo Cobiella, Esq. Email: cobiella@glmlegal.com

Ruth Acevedo Jennifer M. Vazquez Melissa Armenteros Matthew O. Perez Lourdes Ermer (Of Counsel)

May 20, 2025

Mr. Brad Richardson Chief Bureau of Public Land Administration Division of State Lands 3800 Commonwealth Blvd., MS 125 Tallahassee, FL 32399

RE: Request for Administrative Approval of Amendment to Doral Land Use Plan, City of Doral, Lease No. 4602

Dear Mr. Richardson,

As you are aware, the above captioned law firm and undersigned counsel represent the City of Doral (the "City) as its City Attorney. On behalf of the City, and pursuant to the instructions from your office, please allow this correspondence to serve as a formal request to the Florida Department of Environmental Protection, Office of Environmental Services, Division of State Lands ("State Lands") to approve administratively an amendment to the City's Police Station and Training Facility Land Use Plan (the "Land Use Plan") associated with a certain ten (10) acre parcel of state land, generally located at 97th Avenue and 33rd Street (the "Land"). The Land was leased to the City pursuant to Lease Agreement No. 4602 (the "Lease"), which has been amended from time to time. The most recent amendment was executed on May 20, 2013, and provided for a three-year extension, through 2016.

Prior to 2016, on October 15, 2015, the City provided your department with a letter describing its desire to bifurcate the development of the Land Use Plan into phases. Phase one would include the construction of a substation and construction of a civic building. Subsequently, the City was informed by your department that there was no further action needed from the City to move forward with its phased approach.

Since 2015, the City has experienced significant population growth. This growth has impacted the City's need to expand and augment its police services. Accordingly, the City has a present need to establish a more efficient police command infrastructure, that will achieve the police department's immediate and long-term needs. Through the construction of a centralized police headquarters on the Land, the City envisions the creation of a City police complex that is in line with the Land Use Plan. A true and correct copy of the Land Use Plan is enclosed herein.

In order to complete the development of the Land Use Plan and maximize its financing resources, the City seeks an extension of the Lease for an additional fifty (50) years. A Fifty (50) year extension will allow the City to seek long term financing options and provide a long term amortization of the Land Use Plan. The following will explain the nature of the requested amendment and the Project as well as provide details regarding the history of the land and the process that has led to the need for this amendment.

Land Interest and Project Evolution.

In December of 2008, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "Board") approved the Lease, attached hereto as Amendment "A", for a 5.8 acre parcel of land located generally on 97th Avenue and 33rd Street for a term of fifty (50) years. The legal description of the 5.8-acre parcel may be found in Exhibit "A" of the Lease. The purpose of the Lease, as specified in section 4 therein, is for the "construction and operation of a city police station along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan...." Section 4 of the Lease further sates the "[City] shall commence construction of the city police station." The City also had the obligation, pursuant to section * of the Lease, to submit a land use plan within ten months of the effective date of the lease, which was December 2008. The City duly submitted the Land Use Plan in 2009, which was administratively approved by the State Lands.

On August 15, 2010, State Lands approved and executed the first amendment to the Lease, attached hereto as Attachment "B" ("Amendment #1"). Amendment #1 modified the legal description of the property specified in the Lease by the addition of approximately 4.2 acres. The resulting acreage of the Land, from that point forward, totaled ten (10) acres. In 2010, State Lands approved a second amendment to the Leas ("Amendment #2), which extended the deadline for the commencement of construction to 2013. A second extension was granted in a third amendment ("Amendment #3").

Project Evolution.

In 2016, the City commenced construction of its Police Substation on the Land. This construction was completed, and a certificate of occupancy was provided on August 21, 2018. Since completion of the substation, the City's population has grown from approximately fifty-nine thousand, three hundred and four (59,304) residents to seventy-nine thousand, three hundred fifty nine (79,359) residents by the end of 2024 and a projection to reach ninety thousand (90,000) before the end of the decade. The City's explosive growth in population has resulted in the need for additional police officers and law enforcement resources. Currently, the City relies on a police force of one hundred seventy-five (175) officers, which is expected to grow to two hundred (200) by years end.

The City's police command is currently located at 6100 N.W. 99th Avenue, a building that was originally planned by the City for a public works yard and an emergency center. While the location has allowed the City's police department to evolve and grow, its remote location in relation to the City's urban center and size restriction duly present real challenges for the police department's operation.

As the City plans for this future, it is analyzing how to best provide the necessary resources to its police force. Accordingly, the City desires to complete the envisioned Land Use Plan development and commence construction on a new police headquarters on the Land. In order to achieve this goal, the City desires to obtain long-term financial planning, which may include general, revenue bonds. Accordingly, in order to obtain the best and most favorable financing, the City is seeking to extend the current agreement for an additional fifty (50) years, in order to complete the development and construction of the Land Use Plan.

Administrative Approval

In accordance with your instructions, the City is requesting administrative approval of a modification to Amendment 3, of Lease 4602 in order to grant the City fifty (50) additional years, in order to provide the City with the opportunity to seek and obtain long-term financing options.

It is anticipated that the information in this letter, along with the attachment, should provide the information necessary to substantiate a decision by your office. Once approved, the City will provide your department with any necessary modification to the Land Use Plan and provide building specifications. Thank you again for your willingness to assist the City in the development of its police facility. I certainly appreciate attention to the very important pending matter.

Very truly yours,

Enc.

Lorenzo Cobiella

LEGEND:

- Police Station Facility Built 12,700 sf. ±) Phase
- Landscaped plaza **Grosswalk**
- Drop Off/main entrance
- **Future Civic building** 10,000 sf. ±) PD Head S
 - building parking (14 Future Civic 6
 - Overflow parking area (77) Proposed
 - **Approximate** ocation of 00
- "Wetlands"
- Recreational area

တ

Benches Mayb Gazebos

9

- Playground
- 10. Jogging trail Existing to remain

WOLFBERG ALVAREZ & PARTNERS ARCHITECTURE ENGINEERING PLANNING INTERIOR DESIGN SUSTAINABILITY





CFN 2009R0099563 OR Bk 26749 Pas 0047 - 60; (14eas) RECORDED 02/11/2009 13:00:41 HARVEY RUVIN, CLERK OF COURT HIANI-DADE COUNTY, FLORIDA

OAL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4602

THIS LEASE AGREEMENT, made and entered into this 23rd day of DECEMBER 2008, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and CITY OF DORAL, a municipality incorporated under the laws of the State of Florida, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

- DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
- 2. <u>DESCRIPTION OF PREMISES</u>: The property subject to this lease, is situated in the County of Miami-Dade, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".
- 3. TERM: The term of this lease shall be for a period of 50 years commencing on DEC. 23, 2008, and ending on DEC. 22, 2058, unless sooner terminated pursuant to the provisions of this lease.
- 4. PURPOSE: LESSEE shall manage the leased premises only for the construction and operation of a city police station along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease. LESSEE shall commence construction of the city police station within three years of the commencement date of this lease. The phrase "commence construction" shall mean the completion of the foundation system for the city police station. If LESSEE fails to commence construction within three years of the commencement date of this lease, this lease shall automatically immediately terminate, and

LESSEE shall vacate the leased premises and execute and deliver a release of lease to LESSOR.

- 5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.
- 6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.
- 7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.
- 8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased pramises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial Page 2 of 14 Lease No. 4602

R10/08

commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

- 9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.
- 10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.
- 11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEZ in any matter pertaining to this lease.
- 12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Removable equipment and removable

Page 3 of 14 Lease No. 4602 improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of selfinsurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and

Page 4 of 14 Lease No. 4602

R10/08

the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

- 14. <u>LIABILITY</u>: Each party is responsible for all personal injury and property damage attributable to the negligent acts or emissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
- 15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.
- 16. NO WAIVER OF BREACE: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.
- 17. TIME: Time is expressly declared to be of the essence of this lease.
- 18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.
- 19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public

Page 5 of 14 Lease No. 4602 utilities to the leased premises and for having all utilities turned off when the leased premises are surrendored.

- 20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.
- 21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.
- 22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.
- 23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

Page 6 of 14 Lease No. 4602

NOTICE: All notices given under this lease shall be in writing 24. and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR .

State of Florida Department of

Environmental Protection

Division of State Lands

Bureau of Public Land Administration, M. S. 130

3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000

LESSRE :

City of Doral c/o City Manager 8300 NW 53rd Street Doral, Florida 33166

- 25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remady such breach within sixty days of such notice. In the event LESSEE fails to romedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.
- DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEZ shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted

Page 7 of 14 Lease No. 4602

by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or

Page 8 of 14 Lease No. 4602

R10/08

any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

- 27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.
- SURRENDER OF PREMISES: Upon termination or expiration of this 28. lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection

Page 9 of 14 Lease No. 4602

R10/0B

shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida

Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

- 29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable
 Best Management Practices for all activities conducted under this
 lease in compliance with paragraph 18-2.018(2)(h), Florida
 Administrative Code, which have been selected, developed, or approved
 by LESSOR or other land managing agencies for the protection and
 enhancement of the leased premises.
- 30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.
- 31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 32. ARCHABOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on

the leased premises. Page 10 of 14 Lease No. 4602

- 33. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.
- 34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.
- 35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.
- 36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.
- 37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.
- 38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be provated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

Page 11 of 14 Lease No. 4602

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

> BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE

> > DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

(SEAL)

STATE OF FLORIDA

Print/Type Name

STATE OF FLORIDA COUNTY OF LEON

LONG, ASSISTANT DIRECTOR,

The foregoing instrument was acknowledged before me this 23vd day of DECEMBER, 2008, by Mike Long, Assistant Director, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is

personally known to me.

Notary Public, State

Print/Type Notary Name

Commission Number Commission # DD539673
Expires May 24, 2010

Page 12 of 14 Lease No. 4602

CITY OF DORAL, a municipality incorporated under the laws of the State of Florida Juan Carlos Bermudez Print/Type Name Title: Mayor Print/Type Name (OFFICIAL SEAL) "LESSEE" STATE OF FLORIDA COUNTY OF MIAMI-DADE The foregoing instrument was acknowledged before me this 17 day of <u>Deanter</u> 2008, by Juan Carlos Bermudez, as Mayor, on behalf of the City of Doral, a municipality incorporated under the laws of the State of Florida. He is personally known to me. Notary Public, State of Florida BARBARA HERRERA Comm# DD0553646 Print/Type Notary Name Expires 5/17/2010 Florida Notary Assn. Inc Commission Number: Commission Expires:

Approved as to form and legal sufficiency for the sole use of the City of Doral.

City Attorney

Michael II Crosto, Vr.

Print Name

Page 13 of 14 Lease No. 4602

R10/08

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

CITY OF DORAL

A parcel of land lying in Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 28; thence along the West line of sald Section 28, North 01°18' 59" West, 616.61 feet to the Westerly projection of the South line of the lands described in Lease Number 4276 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services, State Technology Office, dated October 30, 2000 ; thence continue North 01°18' 59" West along the West line of said Section 28, 466.69 feet to the Westerly projection of the North line of the lands described in said Lease Number 4276 and call this the POINT OF BEGINNING; thence continue North 01°18' 59" West along the West line of said Section 28, 239.64 feet to the South line of the North 1/2 of the Northwest 1/4 of said Section 28; thence North 89°57'12" East along the South line of the North 1/2 of the Northwest 1/2 of said Section 28, 704.53 feet to the Northwest corner of the lands described as Southcom Parcel 3 in Amendment Number 1 to Lease Number 4489 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services dated January 8, 2007; thence South 01°29'09" East, along the West boundary of the lands described in said Amendment Number 1 to Lease Number 4489, 705.76 feet to the Northeast comer of Dade Madison 1, "Tract A" as recorded in Plat Book 153 at Page 47 of the Public Records of Miami-Dade County, Florida; thence South 89°54'24" West along the North line of said Dade Madison 1, "Tract A", a distance of 199.91 feet to the Southeast corner of the lands described in Lease Number 4276 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services, State Technology Office, dated October 30, 2000; thence North 01°18' 59" West along the East line of the lands described in said Lease Number 4276, 466.69 to the Northeast comer of the lands described in said Lease Number 4276; thence South 89°54'24" West along the North line of the lands described in said Lease Number 4276, 506.69 feet to the POINT OF BEGINNING;

Less and except the Westerly 40.00 feet for the zoned right-of-way of 97th Avenue.

BSM APPROVED By 1/1 Date 1/15/08

Page 14 of 14 Lease No. 4602

R10/08



CFN 2010R0582711 UR BR 27401 Pas 4810 - 4813; (4095) RECORDED 08/27/2010 12:17:23 HARVEY RUVIH, CLERK OF COURT MIAMI-DADE COUNTY, FLORIDA

ATL1 (5 acres more or less)

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT NUMBER ONE TO LEASE NUMBER 4602

THIS LEASE AMENDMENT is entered into this day of Hugust

20 0, by and between the BOARD OF TRUSTERS OF THE INTERNAL IMPROVEMENT

TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and

CITY OF DORAL, a municipality incorporated under the laws of the State of

Florida, hereinafter referred to as "LESSEE";

WITNESSETH

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on December 23, 2008, LESSOR and LESSRE entered into Lease Number 4602; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

- 1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 4602 is hereby amended to include the real property described in Exhibit "A" attached hereto, and by referenced made a part hereof.
- 2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 4602, except as amended hereby, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.
- 3. It is understood and agreed by LESSOR and LESSEE that this Amendment Number One to Lease Number 4602 is hereby binding upon the parties hereto and their successors and assigns.



IN WITNESS WHEREOF, the parties have caused this lease amendment to be executed on the day and year first above written.

> BOARD OF TRUSTERS OF THE INTERNAL IMPROVEMENT TRUST PUND OF THE STATE OF FLORIDA

Moua C. Barber, Operations AND MANAGEMENT CONSULTANT MANAGER, BURBAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL

"LESSOR"

Alicia Buttin Print/Type Witness Name

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this $\frac{1}{8}$ day of August 2010, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

PROTECTION

ANNIH FEWER #ПЛ 763203 BLIC STAT

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Page 2 of 4 Amendment Number One to Lease No. 4602 Revised 12/09

Witness J. Mark Taxis Print/Type Witness Name All Mark Toxis	CITY OF DORAL, a municipality incorporated under the laws of the State of Florida By: (SEAL) Transcript Rame
Witness	Title: Mayor
Print/Type Witness Name	"LRSSER"
STATE OF FLORIDA COUNTY OF LEON	مادر.
HUQUY , 2010, by Jan	unicipality incorporated under the laws of
as identification.	7 / /
	Notary Public, State of Florida
	Psabaca Herria
BARBARA HERRERA	Print/Type Notary Name
Notary Public - State of Florida My Comm. Expires May 17, 2014 Commission # DD 991910 Bonded Through National Notary Asia	Commission Number:
menter menter respekt statumet street better a	Count and an Brand and a

Commission Expires:

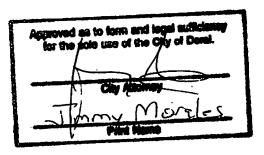


EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

A PORTION OF LAND LYING IN THE SOUTH HALF OF THE NORTHWEST % OF SECTION 28, TOWNSHIP 53 SOUTH, RANGE 40 EAST, DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST % OF SAID SECTION 28, THENCE ALONG THE WEST LINE OF SAID SECTION 28, N 01*18'59" W, A DISTANCE OF 616.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N 01*18'59" W, A DISTANCE OF 466.69 FEET; THENCE N 89*54'24" E, A DISTANCE OF 506.69 FEET; THENCE S 01*18'59" E, A DISTANCE OF 466.69 FEET; THENCE S 89*54'24" W, A DISTANCE OF 506.69 FEET TO THE POINT OF BEGINNING.

LESS THE WESTERLY 40.00 FEET FOR ZONED RIGHT OF WAY FOR 97^{TH} AVENUE.

CONTAINING 5.00 ACRES, MORE OR LESS.

Exhibit "A"
Page 4 of 4
Amendment Number One to Lease No. 4602

BSM APPROVED

By M. Date 4-5-10

CFN: 20120838320 BOOK 28367 PAGE 2934

DATE:11/21/2012 11:59:48 AM

DEED DOC 0.60

HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

ATL1

BOARD OF TRUSTERS OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

AMERIMENT NUMBER TWO TO LEASE NUMBER 4602

THIS LEASE AMENDMENT is entered into this 10th day of October, 2012, by and between the BOARD OF TRUSTESS OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and CITY OF DORAL, a municipality incorporated under the laws of the State of Florida, hereinafter referred to as "LESSOR".

WITHESSETH

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on December 23, 2008, LESSOR and LESSEE entered into Lease Number 4602; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to give LESSEE additional time to commence construction on the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

 Paragraph 4, PURPOSE is hereby amended, replaced, and superseded in its entirety by the following:

PURPOSE: LESSEE shall manage the loased promises only for the construction and operation of a city police station along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease. LESSEE shall commance construction of the city police station within three years of August 18, 2010. The phrase "commence construction" shall mean the completion of the foundation system for the city police station. If LESSEE fails to commence construction within three years of August 18, 2010, this lease shall automatically immediately terminate, and LESSEE shall vacate the leased premises and execute and deliver a release of lease to LESSOR.

 It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 4602, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.

3. It is understood and agreed by LESSOR and LESSEE that this Amendment Number Two to Lease Number 4602 is hereby binding upon the parties hereto and their successors and assigns.

Page 2 of 4 Amendment Number Two to Lease No. 4602 Revised 08/10 IN WITHESS WHEREOF, the parties have caused this lease amendment to be executed on the day and year first above written.

oh turum &

Joseph Duncar Print/Type Witness Hame BOARD OF TRUSTERS OF THE INTERNAL IMPROVEMENT TRUST ZUND OF THE STATE OF FLORIDA

COTT E WOOLAN, CHIEF,

BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF PLORIDA DEPARTMENT OF ENVIRONMENTAL

PROTECTION

"LESSOR"

STATE OF FLORIDA COUNTY OF LEON

Print/Type Witness Name

The foregoing instrument was acknowledged before me this lotter, 20/2, by Scott E. Woolem, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Print/Type Motary Name

Victoria t. Mrnp.

Commission Mumber:

Commission Expires:

VICTORIA F. THOMPSON
Commission # DD 876903
Expires May 26, 2013
Booted Tru Tray Fein Insurance 800-365-7019

Approved as to Form and Legality

DED ARTON

Page 3 of 4 Amendment Number Two to Lease No. 4602 Revised 08/10 State of Florida

Sy:

| Connect |

CITY OF DORAL, a municipality incorporated under the laws of the

Approved as to form and Asal sufficiently for the sole use of the City of Doral.

City Manney

[AMY //O/C/C/

Page 4 of 4 Amendment Number Two to Lease No. 4602 Revised 08/10

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT NUMBER THREE TO LEASE NUMBER 4602

THIS LEASE AMENDMENT is entered into this 20th day of May,
2013, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and CITY OF
DORAL, FLORIDA, hereinafter referred to as "LESSEE";

WITNESSETH

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on December 23, 2008, LESSOR and LESSEE entered into Lease Number4602 (the "lease"); and

WHEREAS, LESSOR and LESSEE desire to amend the lease to give LESSEE additional time to commence construction on the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

- Paragraph 4, PURPOSE is hereby amended, replaced, and superseded in its entirety by the following:.+
- 4. PURPOSE: LESSEE shall manage the leased premises only for the construction and operation of a city police station along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease. LESSEE shall commence construction of the city police station within three years of August 18, 2013. The phrase "commence construction" shall mean the completion of the foundation system for the city police station. If LESSEE fails to commence construction within three years of August 18, 2013, this lease shall automatically and immediately terminate, and LESSEE shall vacate the leased premises and execute and deliver a release of lease to LESSOR.
- 2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 4602, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.

3. It is understood and agreed by LESSOR and LESSEE that this Amendment
Number 3 to Lease Number 4602 is hereby binding upon the parties hereto and
their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this lease amendment to be executed on the day and year first above written.

Witness Name

FEWEL DAVE Print/Type Witness Name

personally known to me.

STATE OF FLORIDA COUNTY OF LEON

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Cherry CMcCall

(SEAL)

CHERYL C. McCALL, CHIEF, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

The foregoing instrument was acknowledged before me this 2000 day of , 2013, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is

> Notary Public, State

Print/Type Notary Name

Commission Number

ssion Expire

Notary Public State of Florida Kathy C Griffin My Commission EE148787 Expires 11/27/2015

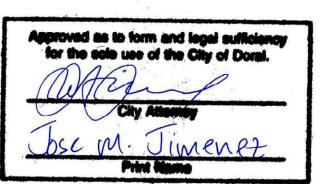
Florida

Form and

DEP

Page 3 of 5 Amendment Number THREE to Lease No. 4602 Revised 08/11

Witness P. Chilos	By: Seal) City Manager (SEAL)
Print/Type Witness Name Witness	"LESSEE"
Christina Baguer Print/Type Witness Name	
STATE OF FLORIDA COUNTY OF MIAMI-DAGE	
of City of Doral, Florida.	was acknowledged before me this 7 day of 13, by Joe Carollo, as City Manager, on behalf He is personally known to me or has produced is identification.
	Seisal belew HIMMINGEDA A. FE. WILLIAM Notary Public, State of Florida HIMMISSION STATES OF THE PUBLIC OF THE PUBL
	Seida A. Feliu * #DD 959945
	Commission Number: DD 95 99 4 1 3 Amenda And Under Commission Front Post Technology 9



Page 4 of 5 Amendment Number THREE to Lease No. 4602 Revised 08/11

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

CITY OF DORAL

A parcel of land lying in Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 28; thence along the West line of said Section 28, North 01*18' 59" West, 616,61 feet to the Westerly projection of the South line of the lands described in Lease Number 4276 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services, State Technology Office, dated October 30, 2000; thence continue North 01*18' 59" West along the West line of said Section 28, 466,69 feet to the Westerly projection of the North line of the lands described in said Lease Number 4276 and call this the POINT OF BEGINNING; thence continue North 01*18' 59" West along the West line of said Section 28, 239,64 feet to the South line of the North 1/2 of the Northwest 1/4 of said Section 28; thence North 89*57*12" East along the South line of the North 1/2 of the Northwest 1/4 of said Section 28; thence North 89*57*12" East along the Northwest corner of the lands described as Southcom Percel 3 in Amendment Number 1 to Lease Number 4489 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services dated January 8, 2007; thence South 01*29*09" East, along the West boundary of the lands described in said Amendment Number 1 to Lease Number 4489, 705,76 feet to the Northeast corner of Dade Madison 1, "Tract A" as recorded in Flat Book 153 at Page 47 of the Public Records of Miami-Dade Gounty, Florida; thence South 89*54*24" West along the North line of said Dade Madison 1, "Tract A" as distance of 199,91 feet to the Southeast corner of the lands described in Lease Number 4276 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services, State Technology Office, dated October 30, 2000; thence North 01*18*59" West along the East line of the lands described in said Lease Number 4276, 466.69 to the Northeast corner of the lands

Less and except the Westerly 40,00 feet for the zoned right-of-way of 97th Avenue

BSM APPROVED BY HI Date 11/5/08