

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO:

- 1) PROTECT THE SYSTEM'S FINANCIAL INTEREST IN ANY AND ALL TRANSACTIONS BETWEEN MIAMI-DADE COUNTY AND THE STATE OF FLORIDA, SPECIFIC TO ITS LEASEHOLD INTEREST IN STATE-OWNED LAND;
- 2) AS NEEDED, EXECUTE AN AGREEMENT WITH MIAMI-DADE COUNTY ACCEPTING PAYMENT OF \$7,250,000 FROM THE COUNTY, TO TERMINATE THE SCHOOL BOARD'S LEASEHOLD INTEREST ON APPROXIMATELY 44.5 ACRES OF LAND LEASED FROM THE STATE OF FLORIDA;
- 3) ACCEPT A CONTRIBUTION OF \$1,000,000 SPREAD EQUALLY OVER FIVE YEARS TO SUPPORT INTERNSHIPS IN A NUMBER OF ACADEMIES FOR SENIOR HIGH SCHOOL STUDENTS;
- 4) TERMINATE THE LEASE AGREEMENT WITH THE STATE UPON RECEIPT OF PAYMENT OF \$7,250,000 FROM THE COUNTY; AND
- 5) EXECUTE ANY OTHER DOCUMENTS OR AGREEMENTS NECESSARY TO EFFECTUATE THE ABOVE TRANSACTIONS

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LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Introduction

In June of 2004, the School Board entered into a 50-year lease agreement ("Lease") with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("State"), for 44.5 acres of vacant State-owned land ("Leased Land"). The Leased Land comprises three non-contiguous parcels located between I-75, NW 97 Avenue, NW 170 Street and NW 186 Street (see Attachment "A").

Background

The District was previously contacted by representatives of Miami-Dade County ("County") and the Beacon Council. Both agencies indicated they were in discussions

**REVISED
GOOD CAUSE**

with Triple Five Worldwide Group ("Developer"). According to the County, the area in question comprises approximately 250 acres, including privately owned property as well as approximately 82 acres of State-owned lands, 44.5 acres of which is under the Lease.

On January 16, 2015, pursuant to the governing state statutes, the Florida Department of Environmental Protection issued a "Notice of State-Owned Land for Lease/Sale" to state universities, Florida College System institutions, state agencies and to the County. The Notice acknowledges that disposal of the approximate 82 acres by the State is subject to the release by the School Board of its leasehold interest.

The County has published Agenda Item Number 8M2 indicating that at its March 17, 2015 meeting, the Board of County Commissioners will consider "Purchase of Approximately 82 Acres of Vacant Land." The County's recommendations are contained in the above-mentioned Agenda Item and include a number of steps. Those pertinent to the School Board are listed below:

- Purchase by the County from the State of the approximate 82 acres of State-owned land, and subject to release by the School Board of its leasehold interest in the Leased Land;
- Payment to the School Board of \$7,250,000, as consideration for release of its leasehold interest in the Leased Land, pursuant to an agreement between the County and School Board ("County Agreement"), and a termination agreement between the School Board and State ("Termination Agreement").

The County Agreement (see Attachment "B") and Termination Agreement (see Attachment "C") have been reviewed and approved by the School Board Attorney's Office. Any other documents or agreements necessary to effectuate the above transactions will be reviewed and approved by the School Board Attorney's Office. Proceeds from this transaction will be deposited into a capital funding structure.

In addition, Developer has proffered a contribution in the amount of \$1,000,000, to be disbursed to the District in equal installments over a period of five years. Installments will be made by June 30 of each year, with the first installment due 12 months after issuance of the first building permit. The contributions will be used for the purpose of supporting the costs associated with senior high school student internships in several academies, including Information Technology, Hospitality & Tourism, Trade & Logistics, Engineering & Robotics, and Finance. A Memorandum of Understanding has been proffered by the Developer and has been distributed to the Board.

This item does not appear in the regularly published Agenda. There is good cause to vary from the published Agenda because after publication of the Board's Agenda, the District was formally notified by Miami-Dade County that the Board of County Commissioners would consider a Resolution related to the Board's Leased Land at its March 17, 2015 meeting. Additionally, this action is required to protect the System's

financial interest in any and all transactions between Miami-Dade County and the State of Florida, specific to its leasehold interest in the Leased Land.

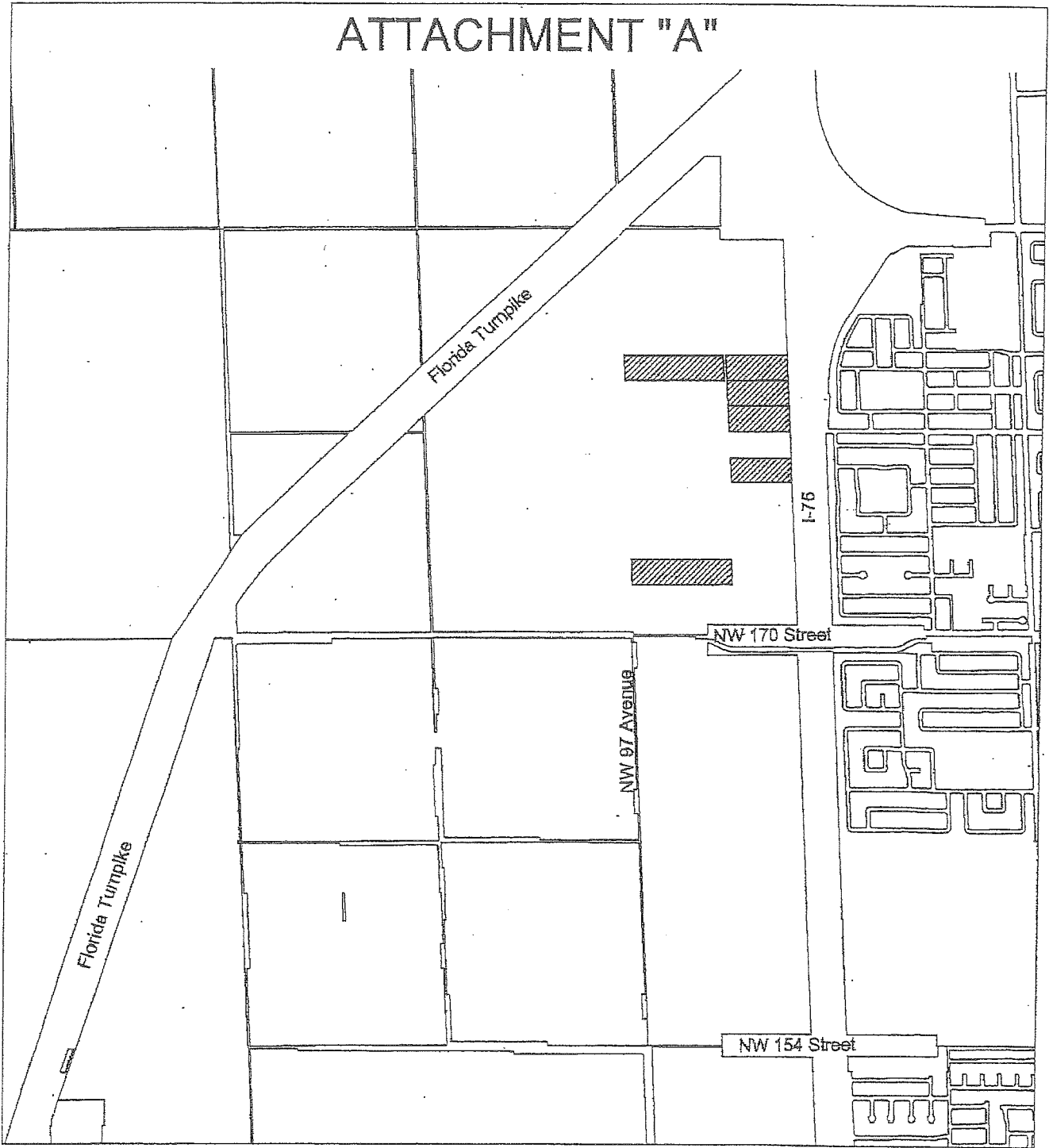
RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1. protect the System's financial interest in any and all transactions between Miami-Dade County and the State of Florida, specific to its leasehold interest in State-owned land;
2. as needed, execute an agreement with Miami-Dade County accepting payment of \$7,250,000 from the County, to terminate the School Board's leasehold interest on approximately 44.5 acres of land leased from the State of Florida;
3. accept a contribution of \$1,000,000 spread equally over five years to support internships in a number of academies for senior high school students;
4. terminate the lease agreement with the State upon receipt of payment of \$7,250,000 from the County; and
5. execute any other documents or agreements necessary to effectuate the above transactions.


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ATTACHMENT "A"



Legend

 Leased Land



Not to scale

ATTACHMENT "B"

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between The School Board of Miami-Dade County, Florida ("School Board"), a body corporate and politic existing under the laws of the State of Florida, whose principal address is 1450 N.E. 2 Avenue, #912, Miami, Florida, 33132, and Miami-Dade County, Florida ("County"), collectively the "Parties".

RECITALS

WHEREAS, School Board is the Lessee and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("State") is the Lessor under that certain Lease Agreement dated June 23, 2004 ("Lease") with respect to the property in Exhibit "A" ("Leased Property"); and

WHEREAS, the Lease commenced on June 26, 2004 and will terminate June 22, 2054 unless sooner terminated; and

WHEREAS, the Lease provides that the Leased Property may be used only for the establishment and operation of a public school; and

WHEREAS, School Board has not commenced any construction on the Leased Property; and

WHEREAS, County wishes to acquire fee simple title to the Leased Property for a use which shall provide economic development benefits to Miami-Dade County; and

WHEREAS, the acquisition shall require the termination of the Lease; and

WHEREAS, School Board engaged an appraiser to prepare an appraisal ("School Board Appraisal") of its leasehold interest in the Leased Property; and

WHEREAS, the value of the School Board's interest in the Leased Property according to the School Board Appraisal is \$7,250,000.00; and

WHEREAS, County shall pay the School Board \$7,250,000.00 ("Termination Payment") as compensation for the termination of the School Board's leasehold interest in the Leased Property pursuant to a fully executed Termination of Lease Agreement ("Termination of Lease") in a form contained in Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

The School Board of Miami-Dade County, Florida

In case of notice or communication to the School Board:

All notices or communications under this Agreement by the Parties shall be sufficiently given or delivered if dispatched by (1) certified mail, return receipt requested, (2) hand delivery, (3) overnight delivery, (4) facsimile, or (5) electronic mail to the following addresses:

8. The County agrees to accept the Leased Property in its "as-is", "where is" condition. The School Board makes no representations or warranties, expressed or implied as to the physical condition and/or appropriateness of the Leased Land for any specific use.

7. In the event of any dispute or litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trial and all appellate levels, but in no event shall either party be liable for damages for default under this Agreement. The provisions of this paragraph shall survive the cancellation, early termination or expiration of this Agreement.

6. This Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of competent jurisdiction in Miami-Dade County, Florida.

5. This Agreement may be executed in any number of counterparts (including by e-mail transmission), any one and all of which shall constitute the agreement of the parties, and each of which shall be deemed an original, but all of which together shall constitute one and the same document.

4. This Agreement shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement may be executed in any number of counterparts (including by e-mail transmission), any one and all of which shall constitute the agreement of the parties, and each of which shall be deemed an original, but all of which together shall constitute one and the same document.

3. County shall ensure funds in the amount of the Termination Payment have been deposited with the Escrow Agent for the County on or before June 30, 2015 in order to effectuate the exchange described in paragraph 2 above. The County and School Board acknowledge and agree that if the terms and conditions stated herein, including timeframe, are not met, then this Agreement shall automatically terminate, be null and void, and be considered of no further force and effect and neither the School Board nor the County shall have any obligations or liabilities under this Agreement to each other, provided however that the timeframe for completion of the transaction described herein may be extended by mutual agreement of the Parties, as evidenced by, with respect to the County, a resolution by the Board of County Commissioners.

2. School Board shall execute the Termination of Lease, which Termination shall be held in escrow by the School Board Attorney's Office and exchanged in a simultaneous transaction for the Termination Payment on or before June 30, 2015. The School Board shall further cause the execution and delivery of an "Estoppel Letter" as set forth in Exhibit "C" ("Estoppel Letter") and its delivery to Arnstein & Lehr LLP as escrow agent ("Escrow Agent") for the County.

1. Each of the foregoing recitals is true and correct and incorporated herein by reference.

TERMS

c/o Superintendent of Schools
School Board Administration Building
1450 N.E. 2 Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With copy to:

The School Board of Miami-Dade County, Florida
c/o Chief Facilities Officer
School Board Administration Building
1450 N.E. 2 Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-1489
E-mail: JTorrens@dadeschools.net

The School Board of Miami-Dade County, Florida
c/o School Board Attorney's Office
1450 N.E. 2 Avenue, Room 400
Miami, Florida 33132
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

In case of notice or communication to the County:

Miami-Dade County
c/o Leland Salomon, Director, Office of Economic Development
Deputy Director, Department of Regulatory and Economic Resources
111 NW 1st Street, Suite 2900
Miami, Florida 33128
Fax: 305-372-6082
E-mail: lsalom@miamidade.gov

With copy to:

Miami-Dade County
c/o Monica Rizo
County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128
Fax: 305-375-5634
E-mail: rizo@miamidade.com

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of _____ ("Effective Date"). The Effective Date shall be the date on which the last Party signs this Agreement.

Witnesses:

The School Board of Miami-Dade County,
Florida

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

TO THE SCHOOL BOARD:

Approved as to Form and Legal Sufficiency

By: _____
School Board Attorney

Recommended:

By: _____
Chief Facilities Officer

By: _____

MAYOR

By: _____
Name: _____
Title: _____

Miami-Dade County, Florida

Name:

Name:

Witnesses:

EXHIBIT "A"

LEASED PROPERTY

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Miami-Dade, State of Florida.

Tracts 21, 22, 23, and 33 less the east 15 feet thereof, and Tracts 28 and 44 in Section 9, Township 52 South, Range 40 East of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

TERMINATION OF LEASE AGREEMENT

EXHIBIT "B"

ATTACHMENT "C"

TERMINATION OF LEASE AGREEMENT

This Termination of Lease Agreement ("Termination") is effective as of the ____ day of _____, 20____, by and between Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Lessor") and The School Board of Miami-Dade County, Florida ("Lessee").

RECITALS

WHEREAS, Lessee is the Lessee of a certain Lease Agreement dated June 23, 2004 with Lessor as Lessor, a copy of which is in Schedule "A" attached hereto and made a part hereof ("Lease"); and

WHEREAS, Lessee and Lessor wish to terminate the Lease,

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Lessor and Lessee waive all termination notice requirements in paragraph 28 of the Lease.
3. The Lease is hereby terminated and of no further force or effect.
4. Lessor releases Lessee of all obligations and liabilities under the Lease and Lessee releases Lessor of all obligations and liabilities under the Lease.
5. Lessor has the authority to cancel the Lease.
6. Lessee represents and warrants to Lessor that Lessee has obtained all necessary consents and approvals to enter into this Termination.
7. This Termination may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this

Termination, effective as of the day and year first above written.

LESSOR:

Signed, sealed and delivered in
the presence of:

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

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

LESSEE:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____