

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 19, 2011

Division: Monroe County Health Department

Bulk Item: Yes No

Staff Contact: Robert Eadie 305/809-5610

AGENDA ITEM WORDING: Approval of the 1st lease renewal option between MW & JC LLC and Monroe County Board of County Commissioner to provide the premises at 3134 Northside Drive, Key West to be used by the Health Department as a clinic.

ITEM BACKGROUND: The current lease for this clinic entered into in December 2010 terminates February 29, 2012. The Monroe County Health Department wishes to continue operating a health care center from this location and the parties hereto desire to enter into this 1st option lease renewal.

PREVIOUS RELEVANT BOCC ACTION: At the November 17, 2010 meeting, the BOCC approved a Core Contract between Monroe County and the Florida Department of Health to fund \$817,247 to the Health Department for current fiscal year. At the December 15, 2010 meeting the BOCC approved the original lease agreement. At the October 19, 2011 meeting, the BOCC approved a Core Contract between Monroe County and the Florida Department of Health for current fiscal year. .

CONTRACT/AGREEMENT CHANGES: Pursuant to the Core Contract in place between the County and the Health Department, the State reimburses the County for 100% of the rental amount.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$66,000 **INDIRECT COST:** _____ **BUDGETED:** Yes No
100% reimbursed from State

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: same **SOURCE OF FUNDS:** County share obligated under Core Contract

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty *CH* OMB/Purchasing *ew* Risk Management *MS*

DOCUMENTATION: Included Not Required _____

DISPOSITION: _____ **AGENDA ITEM #** _____

1st LEASE RENEWAL OPTION AMENDMENT

This First Renewal Option Amendment is made and entered into on this ___ day of _____ 2012, between MW & JC LLC (LESSOR), a limited liability company incorporated in the State of Florida, whose address is 3134 Northside Drive, and the BOARD of COUNTY COMMISSIONERS for MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, ("COUNTY" or "LESSEE").

WHEREAS, on December 15, 2010, the parties entered into a lease agreement ("Lease") for premises at 3134 Northside Drive, Key West, FL, for the use of the Monroe County Health Department and

WHEREAS, the parties have found the Original Lease to be mutually beneficial and;

WHEREAS, both parties find that it would be mutually beneficial to enter into this 1st renewal option amendment; now therefore

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

In accordance with the original agreement, paragraph 2, TERM

1. The County exercises option to renew the Original Agreement for the first (1st) of the two (2) additional one year periods. This term will commence on March 01, 2012 and terminating on February 28, 2013.

2. In all other respects, the provisions of the Original Lease executed December 15, 2010, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names.

WITNESSES FOR LESSOR

LESSOR: MW & JC, LLC.

Audria Van Bourgondien

Signature

Audria Van Bourgondien

Print Name

Shelia Butler

Signature

Shelia Butler

Print Name

By *Mark Whiteside MD*

Title

President, MW & JC, LLC

Print Name

MARIE WHITESIDE MD

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

LESSEE: BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY

By _____
Deputy Clerk

By _____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall

CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 12-28-2011

LEASE AGREEMENT

This Agreement is made and entered this 15th day of December, 2010, by MW & JC LLC (LESSOR), a limited liability company incorporated in the State of Florida, whose address is 3134 Northside Drive, and the BOARD of COUNTY COMMISSIONERS for MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, ("COUNTY" or "LESSEE").

WHEREAS, LESSOR owns an office building situated at 3134 Northside Drive., Key West, Florida 33040, which property has office space for rent; and

WHEREAS, the Monroe County Health Department ("Health Department"), a State agency, needs public clinic space and has requested the County to lease space at the referenced property for such use, utilizing the County's share of Health Department funding under a Core Contract between the State and the County; now therefore

IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION CONTAINED HEREIN, THE PARTIES AGREE:

1. **PROPERTY.** LESSOR leases exclusively to the COUNTY that certain space known as HealthCareCenter located at 3134 Northside Drive, Key West, FL 33040, as more particularly shown on Exhibit A, hereafter the "property," containing 2040 square feet. Exhibit A is attached and made a part of this Agreement.

2. **TERM.** The initial term of this Agreement is one year commencing March 1, 2011, and terminating on February 29, 2012, unless earlier terminated as set forth in provisions contained elsewhere in this lease. The parties shall have the option to renew this Agreement by written amendment, approved and executed by both parties, for two (2) additional one-year periods at terms and conditions mutually agreed upon by the parties, exercisable upon written notice given at least ninety (90) days prior to the end of the initial term.

This lease may be terminated by either party no less than ninety (90) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties.

3. **USE AND CONDITIONS.**

A. The property shall be used solely for the operation of the clinics and offices for the Monroe County Health Department. If the property is used for any other purpose, the LESSOR shall have the option of immediately terminating this Agreement. LESSEE shall not permit any use of the property in any manner that would obstruct or interfere with any of the LESSOR's duties as an owner and LESSOR's responsibilities to maintain the building.

B. The LESSEE will further cause that the use and occupancy of said property shall be in a careful and proper manner, and shall not allow any waste to be committed thereon. LESSEE will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Any activities in any way involving hazardous materials or substances of any kind whatsoever other than those normally associated with a health clinic, either as those terms may be defined under any state or federal laws or regulations or as those terms are understood in common usage, are specifically prohibited. Any medical waste or substances required by state or federal law to be handled or disposed in a specified manner shall be so handled or disposed.

C. LESSEE's contracted agent, the Health Department, its employees and invitees shall have the non-exclusive right to use the common areas of the condominium such as and parking, and

will abide by such reasonable rules as LESSOR may from impose regarding such use. LESSOR has the right to close off common areas from time to time for repairs and maintenance and other reasonable purposes.

4. **RENT.**

A. For the use of the property, the LESSEE must pay the LESSOR the sum of \$5,500.00 per month, \$66,000.00 per annum, payable in monthly installments in arrears upon receipt of a proper invoice pursuant to the Florida Local Government Prompt Payment Act, Sections 218.70, Florida Statutes, et seq. Rent payments shall be sent to:

Mark Whiteside, M.D.
MW & JC, LLC
3134 Northside Drive
Key West, FL 33040

B. For any partial month within the term hereof said rent shall be payable on a prorated basis. All rents shall be paid after presentation to the County Clerk of a proper invoice and interest for late payments shall be as set by the Florida Local Government Prompt Payment Act.

C. In the event that funds cannot be obtained or cannot be continued at a level sufficient to pay the lease price or the Health Department acquires adequate office space in a County-owned or State-owned building, this lease may be terminated by the LESSEE providing to LESSOR at least 60 days prior written notice of the termination. Payment under an agreement extending from one County fiscal year to the next is contingent upon annual appropriation by the Board of County Commissioners.

5. **TAXES.** The LESSEE is exempt from all taxes, including any sales or use tax, levied by any government agency.

6. **UTILITIES.** The LESSOR shall pay all charges for solid waste, and the LESSEE shall pay for all water, sewerage, and electrical services used at the Property during the lease term.

7. **INSURANCE.**

A. LESSOR shall obtain and keep in force, insurance coverage insuring against any loss or damage to the property caused by fire, windstorm, flood, or other such hazards, as well as a policy of comprehensive public liability insurance insuring LESSOR and LESSEE against any and all claims for damages to person or property, or loss of life or of property, occurring upon, in or about the property, for any defects, acts or omissions other than those caused solely by LESSOR, its officers, employees and agents.

B. LESSEE is self-insured and carries excess liability coverage, and is subject to limited immunity from claims under Section 768.28, F.S. It shall be the exclusive obligation of LESSEE to insure any and all contents of the leasehold property and it is hereby agreed that the LESSOR shall have no liability for loss or damage to the same from any cause whatsoever. LESSEE's contracted agent Health Department is also entitled to limited immunity from claims under Section 768.28, F.S., and carries excess indemnity coverage.

The LESSEE must keep in full force and effect the required insurance during the term of this Agreement. If the insurance policies originally purchased which meet the requirements of this lease are canceled, terminated or reduced in coverage, then the LESSEE must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the COUNTY whenever acquired or amended.

9. **CONDITION OF PROPERTY.** LESSOR and LESSEE agree that the Health Department will take possession of the property in "AS IS" condition. The LESSEE must keep the

property in good order and condition. The LESSEE must promptly repair damage to the property. At the end of the term of this Agreement, the LESSEE must surrender the property to the LESSOR in the same good order and condition as the property was on the commencement of the term, normal wear and tear excepted. The LESSEE is solely responsible for any improvements, other than those specified herein, which are placed on the property.

10. **IMPROVEMENTS.** No structure or improvements of any kind shall be placed upon the land without prior approval in writing by the LESSOR, a building permit issued by City of Key West and any other agency, federal or state, permits required by law. Any such structure or improvements shall be constructed in a good and workmanlike manner at LESSEE's sole cost and expense. Subject to any LESSOR's lien, any structures or improvements constructed by LESSEE shall be removed by the LESSEE at LESSEE's sole cost and expense, by midnight on the day of termination of this Agreement or extension hereof, and the land restored as nearly as practical to its condition at the time this agreement is executed unless the LESSOR accepts in writing delivery of the property together with any structures or improvements constructed by LESSEE. Portable or temporary advertising signs are prohibited.

11. **MAINTENANCE.** LESSEE shall maintain the interior of the property, and shall make all necessary repairs therein, including without limitation, maintenance and repair of interior walls, windows, and doors. LESSEE shall provide monthly maintenance to any air conditioning units within the property. LESSEE shall be responsible for cleaning the interior of the property and maintaining all light fixtures in working order. LESSOR is responsible to maintain and repair the exterior walls and roof of the building, as well as the electrical wiring, the plumbing system serving the property, and the air conditioning and heating condensers, air handler units, ducting and vents and any other air conditioning equipment.

12. **SIGNS.** LESSEE may replace the existing exterior sign in the same size and format, complying with the City of Key West's sign ordinance. LESSEE will not exhibit, inscribe, paint, or affix any sign, advertisement, notice, or other lettering on any part of the outside of the property or of the building of which the leasehold property is a part without first obtaining approval from the LESSOR and LESSEE further agrees to maintain such sign, lettering, etc., as may be approved, in good condition and repair at all times.

13. **DESTRUCTION OR DAMAGE.**

A. If the property is, or any part thereof shall be damaged by fire or other casualty, LESSEE shall give immediate notice thereof to LESSOR and this lease shall continue in full force and effect except as hereinafter set forth.

B. If the property is partially damaged or rendered partially unusable by fire or other casualty insured under the coverage obtained by the LESSOR, the damages thereto shall be repaired by LESSOR, to the extent insurance proceeds are available. LESSOR will make the repairs and restorations with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles, and causes beyond LESSOR's control. After any such casualty, LESSEE will cooperate with LESSOR's restoration by removing from the property as promptly as possible, all of LESSEE's salvageable inventory and moveable equipment, furniture and other property.

C. (1) Total Destruction. If the property is rendered wholly unusable, the Lease shall terminate immediately upon the date of such disaster, and no rent shall be due after such date.

(2) Partial Destruction. If the property be so damaged that the LESSOR shall decide to demolish it or rebuild it, then, in such events, LESSOR or LESSEE may elect to terminate this lease by written notice to the other given within such casualty, specifying a date for the expiration of the lease, which will not be more than 60 days after giving such notice, and upon the date specified in such notice the term of the lease will expire fully and completely as if such date were the date set forth above

for the termination of this lease. In such event, LESSEE will forthwith quit, surrender and vacate the property without prejudice however to LESSOR's rights and remedies against LESSEE under the lease provisions in effect prior to such termination, and any rent owing will be paid up to such date.

D. Nothing contained hereinabove will relieve LESSEE from any liability that may exist as a result of damage from fire or other casualty. LESSEE acknowledges that LESSOR will not carry insurance on LESSEE's inventory and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the LESSEE, and agrees the LESSOR will not be obliged to repair any damage thereto or replace the same. Except as expressly provided herein to the contrary, this lease shall not terminate nor shall there be any abatement of rent as a result of a fire or other casualty which is the fault of, or caused by the LESSEE. LESSEE shall be responsible to insure the improvements and repairs which LESSEE provides to the property.

14. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an event of default hereunder:

A. Discontinuance by LESSEE's contracted agent Health Department of the conduct of its business in the property, for a period of thirty days or longer.

B. The filing of a petition by or against LESSEE for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or proceedings under Chapter X and/or Chapter IX of the Federal Bankruptcy Law; an assignment by LESSEE for the benefit of creditors; or the taking possession of the property of LESSEE by any governmental officer, court appointed receiver or agency pursuant to statutory authority for the dissolution or liquidation of LESSEE.

C. Failure of LESSEE to pay when due any installment of rent hereunder or any other sum herein required to be paid by LESSEE.

D. Abandonment or desertion of the property or permitting the same to be empty and unoccupied, for any consecutive period of thirty days or longer.

E. LESSEE's failure to perform any non-monetary covenant or condition of this lease within ten (10) days after written notice and demand.

F. LESSOR'S failure to comply with any of the terms herein.

15. RIGHTS OF LESSOR UPON DEFAULT BY LESSEE. If the LESSEE is in default as defined in subparagraphs A to D inclusive of Paragraph 13 and if the same is not cured by the LESSEE within five (5) days after written notice to the LESSEE or if the LESSEE is in default pursuant to the provisions of sub-paragraph E of Section 13, the LESSOR, in addition to all rights and remedies granted under the laws of the State of Florida shall have any or all of the following rights:

A. To re-enter and remove all persons and property from the property, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for loss or damage which may be occasioned thereby; and/or

B. To terminate the lease and re-let the property for account of the LESSOR or within the sole discretion of LESSOR the property may be re-let for the account of the LESSEE.

C. In the event of LESSOR's termination of this lease for LESSEE's breach hereunder, In addition to any other remedy otherwise available at law or equity, LESSOR may recover from LESSEE all damages incurred by reason of such breach, including the cost of recovering the property.

16. RIGHTS OF LESSEE UPON DEFAULT BY LESSOR. In the event of LESSEE's breach of its obligations and duties under this agreement, LESSEE shall give the LESSOR notice in

writing of said breach and allow LESSOR ten working days to remedy such defect. In the event that such defect is not cured within the requisite time, LESSEE may terminate this lease upon giving thirty days written notice to the LESSOR. In addition to any other remedy otherwise available at law or equity, LESSOR may recover from LESSEE all damages incurred by reason of such breach, including the cost of relocating to new property.

17. **ATTORNEY'S FEES AND COSTS.** Each party shall be solely responsible for the costs of its own attorney's fees incurred in connection with the preparation and review of this lease for execution. If any action at law or in equity shall be brought under this lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this lease, or for the recovery of possession of the demised property, the prevailing party shall be entitled to recover from the other party, reasonable attorneys fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

18. **INDEMNIFICATION, HOLD HARMLESS.** Subject to Section 768.28, Florida Statutes, LESSEE shall indemnify and hold harmless LESSOR against and from any and all claims arising from LESSEE's use of the property for the conduct of its business or from any activity, work, or other thing done, permitted or suffered by the LESSEE in or about the building, and shall further indemnify and hold harmless LESSOR against and from any and all claims arising from any breach or default in the performance of any obligation on LESSEE's part to be performed under the terms of this lease, or arising from any act or negligence of the LESSEE, or any officer, agent, employee, guest, or invitee of LESSEE, and from all and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. LESSEE, as a material part of the consideration to LESSOR, hereby assumes all risk of damage to property or injury to persons, in, upon or about the property, from any cause other than LESSOR's negligence, and LESSEE hereby waives all claims in respect thereof against LESSOR.

19. **WAIVER.** The failure of either the LESSOR or LESSEE to insist in anyone or more instances upon the strict performance of anyone or more of the obligations of this lease, or to exercise any right or election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such obligations of this lease, or of the right to exercise such election, but the same shall both continue and remain in full force and effect with respect to any subsequent breach, act or omission.

20. **LIENS.** LESSEE further agrees that LESSEE will pay all of LESSEE's contractors, subcontractors, mechanics, laborers, materialmen and all others, and will indemnify LESSOR against all legal costs and charges, bond premiums for release of liens, and counsel fees reasonably incurred in the commencement or defense of any suit by the LESSOR to discharge any liens, judgments, or encumbrances against the property caused or suffered by LESSEE. It is understood and agreed between the parties hereto that the costs and charges above referred to shall be considered as additional rent due under this lease, payable upon demand.

The LESSEE herein shall not have any authority to create any liens for labor or material on the LESSOR's interest in the above-described property, and all persons contracting with the LESSEE for the doing of work or the furnishing of any materials on or to the property, and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look to the LESSEE only to secure the payment of any bill for work done or materials furnished during the term of this lease.

21. **EFFECT OF LESSEE'S HOLDING OVER.** Any holding over after the expiration of the term of this lease, with the consent of LESSOR, shall be construed to be a tenancy from month to month, at the same monthly rent as required for the period immediately prior to the expiration of the lease.

22. **PEACEFUL POSSESSION.** So long as LESSEE pays all of the rent and charges due and performs all of LESSEE's other obligations hereunder, LESSEE shall peaceably and quietly have, hold, and enjoy the property throughout the term of this lease, without interference or hindrance by LESSOR.

23. **TRANSFER BY LESSOR.** In the event of termination of LESSOR's ownership of the property by operation of law or by bona fide sale of the property or for any other reason, then LESSOR shall be released from all liability and responsibility hereunder. In such event, LESSOR's successor, by acceptance of rent from LESSEE, shall become liable and responsible to LESSEE in respect to all such obligations of LESSOR under this lease.

This lease may be assigned by the LESSOR in which case, LESSEE, upon request by LESSOR, shall issue a letter stating that the lease is in full force and effect and that there are no setoffs, claims, or other defenses to rent.

24. **ASSIGNMENT OR SUBLET BY LESSEE.** LESSEE may not assign this Lease in whole or in part to any entity other than the Health Department, nor sublet any portion of the property, without LESSOR's prior written consent, which consent may be arbitrarily withheld. The health department has no rights hereunder to assign any interest in this lease.

A. The LESSEE and signatory to this lease, and any subsequent assignees or sublessees, shall remain liable to LESSOR under the terms of this lease, regardless of the number of intervening assignments and subleases, without consent to such further assignments and subleases being required, unless and until LESSOR expressly releases said LESSEE, assignee or sublessee from liability under this lease, and such liability shall not be in any way affected or reduced by any modification of the lease between LESSOR and the occupant assignee, even if such modification is made without LESSEE's prior consent.

B. LESSOR's consent to any assignment, subletting, occupation, or use by another person, shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by any other person, or a waiver of any right of LESSOR to deny such consent pursuant to the provisions hereof. Furthermore, LESSEE understands and agrees that, should LESSOR approve any assignment or sublease, LESSOR shall have the right to be reimbursed for legally-related expenses in connection with the review, preparation, and processing of any documents associated with said assignment/sublease.

25. **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT.**

A. **Subordination by LESSEE.** LESSEE hereby subordinates its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the property, and to all advances made or hereafter to be made upon the security thereof. This shall be self-operative and no further instrument of subordination shall be required by any mortgagee. However, LESSEE, upon request of any party in interest, shall execute promptly such instrument or certificates and irrevocably appoints LESSOR as Attorney-In-Fact for LESSEE, with full power and authority to execute and deliver, in the name of LESSEE, any such instrument or certificates.

B. **Estoppel Certificate.** Within ten (10) days after request by LESSOR, or in the event that, in connection with any sale, assignment or hypothecation of the property by LESSOR, an estoppel certificate shall be required from LESSEE, LESSEE agrees to deliver, in recordable form, an estoppel certificate to any proposed mortgagee, purchaser, or to LESSOR, certifying (if such be the case) that this lease is in full force and effect and that there are no defenses or offsets thereon, or stating those claimed by LESSEE, as long as those are factual statements when made.

C. **Attornment.** In the event of a sale or assignment of LESSOR's interest in the property, or if the property comes into the hands of a mortgagee, or any other person, whether because of a

mortgage foreclosure, exercise of a power of sale, or other reason, LESSEE shall recognize said mortgagee or other person as the same as LESSOR hereunder. LESSEE shall execute, at LESSOR's request, any attornment agreement required by any mortgagee, or other such person containing such provisions as such mortgagee or other person requires.

26. **NOTICES.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

LESSOR:

Mark Whiteside, M.D.
MW & JC, LLC
3134 Northside Drive
Key West, FL 33040

and

Richard Klitenick, Esq.
624 Whitehead Street
Key West, FL 33040

COUNTY/LESSEE:

Administrator
Monroe County Health Department
1100 Simonton Street
Key West, FL 33040

County Administrator
1100 Simonton Street
Key West, FL 33040

27. **NON-DISCRIMINATION.** The LESSEE for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of property or in the contracting for improvements to the property.

28. **GOVERNING LAWS/VENUE/WAIVER OF JURY TRIAL.** This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs. LESSOR and LESSEE hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this lease, this waiver being a material inducement for LESSEE to enter into the lease

29. **INCONSISTENCY.** Any item, condition or obligation of this Agreement that is in conflict with the items listed in this paragraph is superseded to the extent of the conflict.

30. **CONSTRUCTION.** This Agreement has been carefully reviewed by the LESSOR and the LESSEE. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

31. **FULL UNDERSTANDING.** This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

WITNESSES FOR LESSOR:

Audria Van Bogaert



DANNY L. KOLHAGE, CLERK

Danny Kolhage

Deputy Clerk

LESSOR: MW & JC, LLC

By *Mark Whiteide MD*

Title *President, MW & JC, LLC*

LESSEE: BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By *Sylvia J. Murphy*

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date *11-29-2010*

MONROE COUNTY PROPERTY APPRAISER

PROPERTY INFORMATION FOR:

Alternate Key: 8785194
RE Number: 00065780-000203

Property Details

<p>OWNER OF RECORD MW & JC LLC 3134 NORTHSIDE DR KEY WEST FL 33040</p> <p>PHYSICAL LOCATION Unit Number: C 3134 NORTHSIDE DR KEY WEST</p> <p>LEGAL DESCRIPTION OFFICES AT NORTHSIDE, A CONDO UNIT C & .0666666% COMMON ELEMENTS OR1144-2134 OR1581-1341/42Q/C(JMH) OR1590-2152/53(CMS) OR1848-203/04(CTT)</p> <p>SECTION, TOWNSHIP, RANGE 33 - 67 - 25</p> <p>AFFORDABLE HOUSING No</p> <p>MILLAGE GROUP 10KW</p> <p>PC CODE CONDOMINIUM</p>	<p>PROPERTY MAP</p>
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Condominium Details

OFFICES AT NORTHSIDE	
FOOTAGE	YEAR BUILT
2045	1991

Parcel Value History

TAX ROLL YEAR	BUILDING	MISCELLANEOUS IMPROVEMENTS	LAND	JUST	EXEMPTIONS (NOT INCLUDING SENIORS)	TAXABLE
2007	558,090	0	0	558,090	0	558,090
2006	516,750	0	0	516,750	0	516,750
2005	0	482,454	1	482,455	0	482,455
2004	0	331,289	1	331,290	0	331,290
2003	0	331,289	1	331,290	0	331,290
2002	0	310,839	1	310,840	0	310,840
2001	0	266,994	1	266,995	0	266,995
2000	0	266,994	1	266,995	0	266,995
1999	0	261,759	1	261,760	0	261,760
1998	261,760	0	1	261,761	0	261,761
1997	261,760	0	1	261,761	0	261,761
1996	261,760	0	1	261,761	0	261,761
1995	261,760	0	1	261,761	0	261,761
1994	234,664	0	1	234,665	0	234,665
1993	234,664	0	1	234,665	0	234,665



1992	203,375	0	1	203,376	0	203,376
1991	196,800	0	1	196,801	0	196,801

Parcel Sales History

NOTE: OUR RECORDS ARE TYPICALLY TWO TO THREE MONTHS BEHIND FROM THE DATE OF SALE. IF A RECENT SALE DOES NOT SHOW UP PLEASE GIVE OUR OFFICE TIME TO PROCESS IT.

SALE DATE	OFFICIAL RECORDS BOOK/PAGE	PRICE	INSTRUMENT
01/2003	1848/0203	349,000	WD
07/1999	1590/2152	1	WD
01/1996	1581/1341	260,000	QC
09/1990	1144/2134	1	WD