

CITY OF OPA-LOCKA

The City of Bright Opportunities



PLANNING & ZONING MEETING Agenda

**Tuesday, October 15, 2024
5:30 PM**

*Commission Chamber
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*

Planning and Zoning Board

**Elio Guerrero, Chairman
Germane Barnes, Board Member
Audrey Dominguez, Board Member
Nikisha Williams, Board Member
Dawn Mangham, Board Member
Aldo Mata, Board Member
Claudienne Hibbert Smith, Board Member**

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. City of Opa-locka Code of Ordinances Section 2-58

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105

“If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by 7:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

AGENDA
PLANNING & ZONING MEETING
October 15, 2024
5:30 PM

1. ROLL CALL:

2. INVOCATION:

3. PLEDGE OF ALLEGIANCE:

4. APPROVAL OF MINUTES:

Approval of Minutes PZAB September 3, 2024

5. PUBLIC HEARING:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA PROVIDING APPROVAL OF THE SPECIAL EXCEPTION REQUEST FOR THE OPERATION OF A PLACE OF RELIGIOUS WORSHIP AT 3400 NW 135TH STREET, BUILDING B AND IDENTIFIED BY FOLIO 08-2128-003-0340 IN THE B-O ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.
2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE REGULATION OF EXISTING OUTDOOR OFF-PREMISE ADVERTISING DISPLAYS/BILLBOARDS ("BILLBOARDS") LOCATED WITHIN THE CITY OF OPA-LOCKA; PROVIDING REQUIREMENTS FOR CONVERTING EXISTING, LEGALLY NONCONFORMING BILLBOARDS LOCATED WITHIN THE HIGH TRAFFIC AREAS INTO DIGITAL BILLBOARDS; PROVIDING CRITERIA FOR DISTANCE SEPARATION; PROVIDING VOLUNTARY FUNDING REQUIREMENTS AND PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
3. *AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF*

*REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT;
PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

6. ADJOURNMENT:

For further information, please contact the Planning and Community Development PZAB Clerk Diana Cheng by email at dcheng@opalockafl.gov or by telephone at (305) 953-2868 Ext 1504.

DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
SEPTEMBER 3, 2024, 5:30 P.M.

CALL TO ORDER

Acting Chair Dawn Mangham called the Planning and Zoning Board meeting to order at 5:34 p.m. on September 3, 2024.

An opportunity was given to the public to email the Planning and Zoning Clerk prior to the Board meeting with any questions, comments, or concerns on items to be heard on the Agenda.

1. ROLL CALL

The following members of the Planning and Zoning Board were present: Board Member Audrey Dominguez, Board Member Dawn Mangham, Board Member Aldo Mata, Board Member Claudienne Hibbert Smith, and Board Member Nikisha Williams.

Absent Board Members: Chair Elio Guerrero and Board Member Germane Barnes.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, City Attorney Pam Booker, and Planning and Zoning Board Clerk Diana Cheng.

It was determined that Board Member Mangham would serve as Acting Chair (A/Chair) in the absence of the Board's Chair.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

- **PZAB Minutes – June 4, 2024**

Motion made by Board Member Dominguez, seconded by Board Member Hibbert Smith, to approve the minutes from the June 4, 2024 meeting. In a roll call vote, the **motion** passed 4-0 (Board Member Williams not voting).

5. PUBLIC HEARING:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL OF THE SPECIAL EXCEPTION REQUEST FOR THE CONSTRUCTION OF A TWIN HOME BUILDING ON THE PROPERTY LOCATED AT 211 AHMAD STREET AND IDENTIFIED BY FOLIOS 08-2121-002-2590 IN THE SINGLE FAMILY RESIDENTIAL (R-1) ZONING DISTRICT. PROVIDING FOR AN EFFECTIVE DATE.

Wilford Alexander, Applicant, explained that he saw the opportunity to develop the subject property and has worked with Opa-locka Zoning Official Gerald Lee to present the appropriate documentation.

Board Member Williams requested clarification of what Mr. Alexander hoped to do with the property. Mr. Alexander replied that his intent was to build a duplex on the subject parcel.

It was asked if the property meets setback and other requirements, or if it will require additional changes as well as the requested zoning change. Planning and Community Development Director Gregory Gay advised that the request before the Board is not a zoning change, but a special exception to allow duplex development on the site. The site is currently zoned for single-family development, and duplex development would require the special exception.

Zoning Official Gerald Lee stated that the special exception process would allow duplex development on a site zoned for single-family development. The property is larger than the minimum size required for single-family development, which is 4800 sq. ft. The subject property is 6300 sq. ft. According to the City's Unified Land Development Regulations (ULDR), if a proposal follows the requirements of Section 22-79, a twin home can be built as a special exception in a property zoned for single-family homes.

Zoning Official Lee explained that criteria for the special exception include:

- Property must be in compliance with the Comprehensive Development Master Plan
- Development must be consistent with the character and purpose of its zoning district
- The size, shape, and character of the property must be suited for the proposed use
- The development may not adversely affect the development of the general neighborhood or district
- The development may not contribute to issues with vehicular traffic or circulation, ingress/egress, or parking demands that would have an unfavorable impact on

surrounding properties when compared to uses permitted by right in the same zoning district

- There may be no increased potential for fire or other equally or greater dangerous hazards
- The development may not create an unfavorable environment or impacts on surrounding uses
- The development must be consistent with existing and planned pedestrian and vehicular circulation adjacent to or near the property
- The site must be adequately served by public services and facilities, not requiring additional public expense for infrastructure improvements

Zoning Official Lee concluded that the Application meets all of the above criteria, and Staff is supportive of the proposed development.

It was asked whether the subject property is currently vacant or developed. Zoning Official Lee confirmed that it is a vacant lot.

Board Member Williams pointed out that there is significant multi-family development south of the subject property, but the construction of a duplex on this site would begin to extend multi-family development to the north, where there is only single-family development. She cautioned against continuing this trend farther north. Zoning Official Lee explained that any further special exceptions of this nature would have to come before the Planning and Zoning Board to request consideration of duplexes in single-family districts.

It was also asked if there are several vacant properties within a three-mile radius. Zoning Official Lee replied that this is not the case in the subject area. He added that because there is pressure on Miami-Dade County to develop more housing, developers are proposing more larger-scale projects than single-family homes.

Board Member Williams noted that there are properties in the subject area that have fallen into disrepair and may undergo demolition by neglect in future years. She explained that her comment was intended to encourage the Board to keep an eye on the trend of multi-family development moving north into single-family zoning.

Board Member Williams also asked if the Board may add conditions to the requested special exception. She offered the example of requiring an applicant building a new property to incorporate Moorish Revival elements into their buildings. Director Gay advised that aspects of City Code address the implementation of Moorish Revival architecture and guidelines, particularly in areas that are known for their historic structures. He estimated that the subject area has five to six historically designated structures, as well as another 15 to 20 non-designated historic structures. This means that historic preservation has been promoted in this area.

Director Gay continued that Staff has spoken with numerous developers to encourage the retention of Moorish Revival architecture in their proposed structures, whether they are commercial, industrial, or residential. The majority of Opa-locka's Moorish Revival structures are residential. He concluded that if the Board would like to make a recommendation that the Applicant incorporate Moorish Revival elements into his project, this can be done through placement of conditions.

Board Member Williams recommended that the Board consider approving the Item with the condition that the Applicant incorporate at least two Moorish elements to the structure.

Motion made by Board Member Williams to approve the Resolution with the exception that the owners will incorporate two significant Moorish details in the structure.

Board Member Williams explained that "significant elements" may include features such as domes, archways, and other aspects. She clarified that her **motion** did not address minor elements such as color. Director Gay advised that the City has its own color palette, as well as design guidelines that can assist with the addition of Moorish elements or motifs.

It was asked whether the City guidelines distinguish between significant and insignificant elements or features. Because the subject site is a corner lot, the use of Moorish Revival elements could have a significant impact.

Director Gay suggested that the **motion** could specifically refer to design elements, as there are distinctly Moorish elements, such as archways, rooflines, mosaic tiles, and other features. Staff can work with the property owner to incorporate these elements.

Board Member Williams **amended** her **motion** to replace the reference to "significant" elements with "two Moorish design elements."

Board Member Hibbert Smith **seconded** the **motion**. In a roll call vote, the **motion** passed unanimously (5-0).

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL OF THE TENTATIVE PLAT FOR PROPERTY LOCATED AT 921 SUPERIOR STREET AND IDENTIFIED BY FOLIO 08-2121-007-1770 IN THE R-1 ZONING DISTRICT, DIVIDING THE PROPERTY INTO THREE SEPARATE PARCELS FOR THE DEVELOPMENT OF TWO ADDITIONAL SINGLE-FAMILY HOMES; PROVIDING FOR AN EFFECTIVE DATE.

Director Gay explained that this property is located in the southern portion of Downtown Opa-locka. It is one of the City's larger lots, The Applicant plans to preserve the center

home structure on the property, which includes some Moorish elements. There is also a garage structure on the site.

On the other side of the existing home is a large lot. The Applicant plans to subdivide these lots into three: one will be vacant, one will continue to include the existing home structure, and the lot that currently holds the garage will be redeveloped into a new structure.

Zoning Official Lee further explained that the site is approximately 18,750 sq. ft. in size and currently holds a single-family home. Different activities are located to the east and west ends of the site. Due to the size of the lot, it can be equally divided into three lots 6250 sq. ft. in size. This is greater than the minimum lot size of 4800 sq. ft. The two parcels adjacent to the parcel with the single-family home could be developed into new homes or sold. The Applicant plans to begin the platting process to divide the property into three parcels before deciding how they wish to proceed.

Zoning Official Lee concluded that Staff is supportive of the proposed subdivision, as it provides an opportunity for additional residential development.

It was requested that aerial views be provided in future applications.

It was asked whether or not the Applicant plans to demolish the existing home. Zoning Official Lee replied that the Applicant has given no indication that they plan to change the central house structure, but has stated they would redevelop the two parcels to the east and west of that house.

Zoning Official Lee further clarified that if the Applicant wished to demolish or significantly change the existing house, they would first need to go before the City's Historic Environmental Preservation Board, as the structure is a historic property.

Board Member Williams asked if there are any setback issues associated with dividing the property. Zoning Official Lee confirmed there are none. He also pointed out that most of the parcels in the subject area are 6250 sq. ft. or more, which is larger than the minimum lot size requirement for single-family homes.

There was also concern with providing adequate parking on the three divided sites. It was clarified that each of the three lots would be 50 ft. wide. Each single-family home would typically be able to park two cars on its lot. Director Gay reiterated that each of the three proposed lots would be larger than the average lot with a single-family home.

Motion made by Board Member Hibbert Smith, seconded by Board Member Williams, to approve subdividing 921 Superior Street into three folio numbers. In a roll call vote, the **motion** passed unanimously (5-0).

3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, SECTION 22-127 AND THE CITY CODE OF ORDINANCES CHAPTER 13, ARTICLE XI FLEA MARKETS AND BAZAARS; TO REDUCE THE ACREAGE REQUIREMENTS FROM TWENTY-FIVE ACRES TO FIVE ACRES AND TO ELIMINATE THE BOND REQUIREMENT IN SECTION 13-217 FOR THE OPERATION OF A FLEA MARKET; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

Director Gay stated that this Application was brought forward by Staff on behalf of the City of Opa-locka. This Item was brought to Staff's attention by the City Attorney's Office with respect to how City Code addresses the size of flea markets. Current Code includes language indicating that flea markets should be no less than 25 acres in size. This legislation was enacted when the Opa-locka/Hialeah flea market was being created, and spoke specifically to that site.

Since that time, the City is now home to a newer type of flea market, which is an indoor market. It was recommended that Staff modify the language in Code addressing minimum lot size for flea markets.

Zoning Official Lee advised that there is unlikely to be another flea market in Opa-locka proposed at a size of 25 acres; however, if this description continues to stand in Code, it would limit the opportunity for a retail center of that nature to operate in the City. The proposed amendment would adjust Code, as well as the reference in the ULDR which refers to City Code regarding flea markets. Newer flea market operations would have a smaller acreage footprint and would be able to operate without a bond requirement. Staff recommends approval of the amendment.

Board Member Williams asked if any other businesses in Opa-locka have performance bonds. Zoning Official Lee replied that he is not aware of this requirement for any other businesses. Director Gay further clarified that there are some situations in development which are related to performance bonds; however, these are typically associated with construction contracts.

City Attorney Pam Booker added that there have been occasions in which a bond would be required during development. In the case of construction, bonds are required in order to ensure that the developer carries out their obligations and completes construction rather than leaving a project in an incomplete/unsafe condition, which has occurred during past downturns in development.

Motion made, and duly seconded, to reduce to five acres.

It was confirmed that the Resolution addresses both the acreage and the bond requirement.

The **motion** was restated as follows: **motion** made by Board Member Williams, and duly seconded, passing an Ordinance that will reduce the acreage to five acres and also eliminate the need for a performance bond. In a roll call vote, the **motion** passed unanimously (5-0).

6. ADJOURNMENT

The meeting was adjourned at 6:28 p.m.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA PROVIDING APPROVAL OF THE SPECIAL EXCEPTION REQUEST FOR THE OPERATION OF A PLACE OF RELIGIOUS WORSHIP AT 3400 NW 135TH STREET, BUILDING B AND IDENTIFIED BY FOLIO 08-2128-003-0340 IN THE B-O ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, The Rock Church of Miami c/o Carlos Florez has submitted a Special Exception application for review and approval for the operation of a place of religious worship at 3400 NW 135th Street, Bldg. B, Opa-Locka, Florida and identified by folio 08-2128-003-0340 in the B-O Zoning District; and

WHEREAS, the City's Land Development Regulations, Section 22-60 provides general criteria used for Conditional Use and Special Exception Applications in making a decision regarding approval or disapproval of a Special Exception; and

WHEREAS, the Planning & Community Development Department Staff has reviewed the general criteria provided in the LDR and determined that the applicant is in compliance with Section 22-60; and

WHEREAS, the applicants request for the Special Exception includes a site plan which meets the review criteria set forth in the Land Development Regulations, Section 22-55 H, and a copy of the site plan is included herein as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals.

The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. Approval/Denial.

Approval/Denial of Special Exception Application. The City Commission of the City of Opa-Locka hereby provides approval / denial of the Special Exception Application request for the operation of a place of religious worship at 3400 NW 135th Street, Bldg. B, Opa-Locka, Florida and identified by folio 08-2128-003-0340 in the B-O Zoning District. A copy of the Site Plan is attached hereto and incorporated herein as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED AND ADOPTED this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Kelley _____

Commissioner Williams _____

Commissioner Bass _____

Vice-Mayor Irvin _____

Mayor John Taylor _____

Received
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: 3400 LLC

PROPERTY OWNER'S ADDRESS: 7640 NW 25th St Miami, FL 33122
Number/Street City State/Zip Code

APPLICANT'S NAME: The Rock Church of Miami

APPLICANT'S ADDRESS: 975 N Miami Beach Blvd, North Miami Beach FL 33162
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 786.458.4337 HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 3400 NW 135th St Building B
Number/Street

TAX FOLIO NUMBER: 03-2128-003-0340 PRESENT ZONING: B-0

LEGAL DESCRIPTION: 28-29 5241 1.65 AC / NILE GDNS SEC 1 PB 31-42 / LOTS 1-2-3-4-6
BLK 303 1 N / 50 FT OF E 1/2 OF TR 303 1 N 150 FT / OF W 1/2 TR 303
PB 38-56 / AKA LOTS 5-8-10 & 12 BLK 303 PB 31-42 / LOT SIZE 71874 SQ FT
75R-26732 / OR 19233-07 12/25754-4964 0600 2 / COC 25754-4969 06 2007 2

Please check specific request:

- Tentative Plat
- Final Plat
- Comprehensive Plan Amendment: Small Scale, Large Scale (please specify type of amendment below)
- Rezoning
- Drainage Plan
- Fill Permit Request
- Preliminary Site Plan Review
- Final Site Plan Review
- Conditional Use Permit - No Plans
- Conditional Use Permit - With Plans
- Special Exception - No Plans
- Special Exception - With Plans
- Development Agreement
- Restrictive Covenant
- Other - Please specify: _____

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code Ordinance 15-31

PLANNING & ZONING BOARD APPLICATIONS
(Checklist)

Applications will not be accepted without the following data. For a public hearing to be held, the following information must be submitted:

- Completed application form
- Application fee payable to the City of Opelika by check, cashier's check or money order
- Copy of property owner's and/or applicant's photo identification driver's license, state ID, or Florida Department of Transportation (FLHSMV) ID
- Affidavit (see below) and power of attorney of the property owner (page 3) (both must be Notarized)
- A completed Neighborhood Petition form attached with the signature of each property owner in front of the form to the left and to the right of the subject property, indicating his or her support for the proposed project (include name, address, phone and phone number)
- All preliminary and final site plans, along with property survey, signed and notarized applications must be submitted on flash drive in PDF format
- Elected 15' certified boundary and topographic survey of the property (two copies size 11x17 inches & 11x14 inches) (see zoning program manual for information on how to obtain a survey) (see zoning manual for information on how to obtain a survey)
- Elected 15' copies of Site Development Plan showing all drainage, water, sewer, structures, and landscaping, pertaining to the site, in accordance with the City's zoning ordinance (two copies size 11x17 inches & 11x14 inches & 11 copies size 11x17 inches & 11x14 inches original Sealed Copies)
- All public hearing panels to be considered and all properties (legal description, parcel number, 5757 address, owner's name, address, phone number, scale, Owner's name, address, phone number and legal description on each parcel) (original and 7 copies size of document to accommodate scales)
- Narrative concept must be submitted with application

AFFIDAVIT

I, Wael Gonzalez, being first duly sworn, depose and say that I am the OWNER of the property and I understand that this application can be complete and accurate before a public hearing can be advertised.

[Signature] for 34666

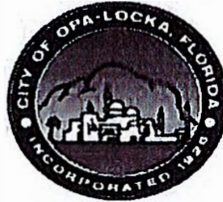
9-12-2024

NOTARY PUBLIC
STATE OF FLORIDA
MARIA'E. VILLEGAS
Commission # HH 407241
Expires June 6, 2027

[Signature]

My commission expires on _____

Received:
By:
Date:



PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From: NOEL GONZALEZ

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I, NOEL GONZALEZ, being first duly sworn, depose and say that I am the owner of the property legally described as:

I do give to CARLOS FLORES the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize CARLOS FLORES to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

[Signature]

Signature
9/30/2024

Date

Sworn to and subscribed before me:
This 30th day of September, 2024.

Notary Public [Signature]  MARIA E. VILLEGAS
Commission # HH 407241
Expires June 6, 2027

My commission expires: June 6, 2027

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received
By
Date

Attach copy of identification



PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION


RE: PROPERTY ADDRESS: 3400 NW 135th St, Opa Locka, FL 33054
LEGAL DESCRIPTION: Church

I SUPPORT THIS DEVELOPMENT REQUEST

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST

PROPERTY OWNER'S NAME: Marceliane Quirga PHONE: 786 486 0301

ADDRESS (if different): 3420 NW 135th St Opa-Locka FL 33054



Signature

Reference to Ordinance 15-13
Land Development Regulations/Zoning Code Ordinance 15-31

Received:
By:
Date:

Attach copy of identification



PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 3400 NW 135th St, Opa-Locka FL, 33053

LEGAL DESCRIPTION: Church

I SUPPORT THIS DEVELOPMENT REQUEST

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST

PROPERTY OWNER'S NAME: JOSE F VEGA PHONE: 786 229 7148

ADDRESS (if different): FVEGA@ATLANTIC-TRUCKINGUS.COM

Jose Vega
Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code Ordinance 15-31

9589 0710 5270 1508 8959 97

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Adult Signature Restricted Delivery \$

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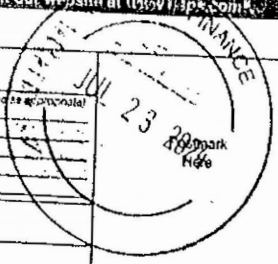
Total Postage and Fees \$

Sent To **SHABBIR NOMANBHAY**

Street and Apt. No. or PO Box No.
11254 MT CREST PL

City, State, ZIP+4®
CUPERTINO, CA 95014

PS Form 3800, January 2023 PSN 7530-02-000-0047 See Reverse for Instructions



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Adult Signature Restricted Delivery \$

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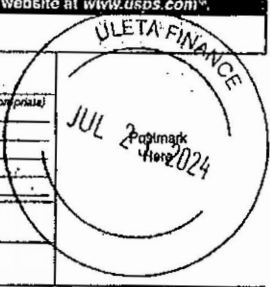
Total Postage and Fees \$

Sent To **HUSAIN MASTER**

Street and Apt. No. or PO Box No.
13500 SW 51st ST

City, State, ZIP+4®
MIRAMAR, FL 33027

PS Form 3800, January 2023 PSN 7530-02-000-0047 See Reverse for Instructions



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Adult Signature Restricted Delivery \$

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Total Postage and Fees \$

Sent To **CHRISTO PHER SUTTON**

Street and Apt. No. or PO Box No.
12642 GRANO OAKS DRIVE

City, State, ZIP+4®
DAVIE, FL 33330

PS Form 3800, January 2023 PSN 7530-02-000-0047 See Reverse for Instructions



9589 0710 5270 1508 8960 00

PRESS FIRMLY TO SEAL



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



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Retail



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RDC 03

R2305K131882-42

FROM:

N/C
7/25/24 *#3849*

PRIORITY
★ MAIL ★



FROM: The Rock Church of Miami
975 N. Miami Beach Blvd C
North Miami Beach, FL
33

(2) 8-1

domestic use.
insurance (restrictions apply).
domestic and many international destinations.
declaration form is required.
regarding claims exclusions see the
s.com for availability and limitations of coverage.

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Delivery address different from item 17 Yes No
If YES, enter delivery address below.

3. Service Type
 Priority Mail Express®
 Registered Mail
 Registered Mail Restricted Delivery
 Adult Signature Restricted Delivery
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 Signature Confirmation™
 Collect on Delivery Restricted Delivery
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Domestic Return Receipt (over \$500)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailbox, or to the top of regular mail.

SHEBBIE KOWALSKI
11254 MT CREST PL
OWESINGO, CA 95014



9590 8402 8938 4084 2419 71

9589 0710 5270 1508 8959 97

PS Form 3811, July 2020 PSN 7630-02-000-91033

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-R-T-S- 950145026-1N *95 08/19/24

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95014

Label 228, March 2016

FOR DOMESTIC AND INTERNATIONAL

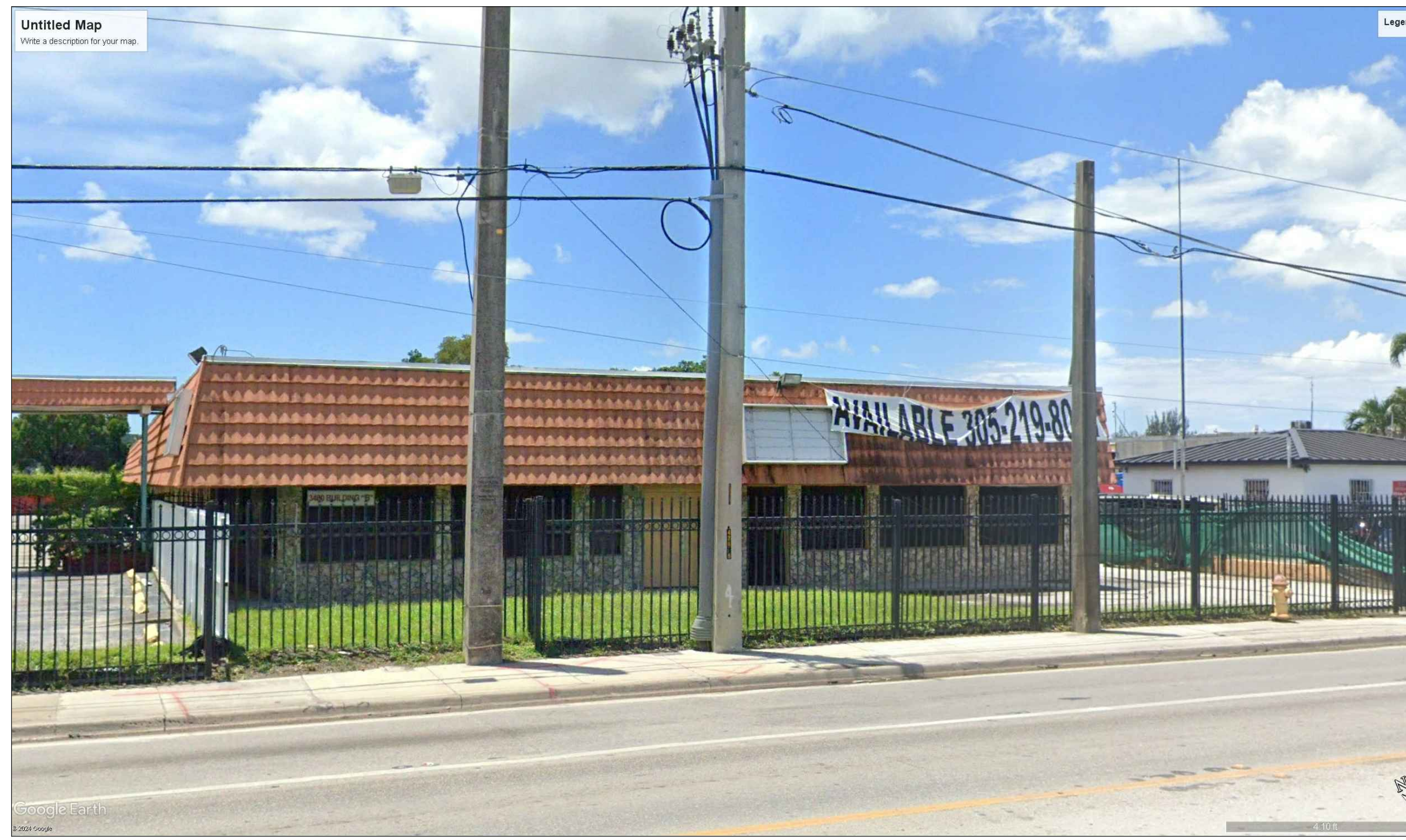
1F October 2023
12 1/2 x 9 1/2

GENERAL NOTES

- EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK: THE BIDDER IS REQUIRED BEFORE SUBMITTING HIS PROPOSAL, TO VISIT THE SITE OF THE PROPOSED WORK AND FAMILIARIZE HIMSELF WITH THE NATURE AND EXTEND OF THE WORK AND ANY LOCAL CONDITIONS THAT MAY IN ANY MANNER AFFECT THE WORK TO BE DONE AND EQUIPMENT, MATERIALS AND LABOR REQUIRED. SINCE THE WORK MAY INVOLVE EXISTING BUILDING SYSTEMS AND FACILITIES, SPECIAL CONSIDERATION SHALL BE GIVEN TO EXISTING FACILITIES, SITE CONDITIONS AND ALL BUILDING EXISTING CONDITIONS. SLIGHT VARIATIONS OF ROUTINE AND/OR SEVERE CONSTRUCTIONS SHOULD BE ANTICIPATED BY THIS CONTRACTOR TO AVOID CONFLICTS WITH OTHER TRADES AND SHOULD BE EXPRESSLY INCLUDED AS PART OF THE WORK WHENEVER REQUIRED, AT NO ADDITIONAL COST TO THE OWNER. IGNORANCE ON THE PART OF THE CONTRACTOR WILL IN NO WAY RELIEVE HIM OF THE OBLIGATIONS AND RESPONSIBILITIES ASSUMED UNDER THIS CONTRACT.
- ALL CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD BEFORE COMMENCING ANY PORTION OF THE WORK AND SHALL NOTIFY THE ARCHITECT AND OWNER IN WRITING IMMEDIATELY IF THERE ARE ANY DISCREPANCIES AND/OR DEVIATIONS FROM THE DRAWINGS REQUIRED IN ORDER TO ACCOMMODATE EXISTING CONDITIONS. COMMENCEMENT OF WORK SHALL CONSTITUTE FULL ACCEPTANCE OF SITE CONDITIONS.
- DRAWINGS ARE SCHEMATIC SHOWING RELATIVE LOCATIONS AND CONNECTIONS AND SHALL NOT BE SCALED AT ANY TIME.
- IN THE EVENT THERE ARE FOUND DISCREPANCIES OR AMBIGUITIES AND/OR OMISSIONS FROM THE SPECIFICATIONS OR DRAWINGS, OR SHOULD THERE BE DOUBT AS TO THEIR MEANING, THE ARCHITECT AND OWNER SHALL BE NOTIFIED IN ORDER TO PROVIDE A WRITTEN CLARIFICATION.
- ABBREVIATIONS THROUGHOUT THE PLANS ARE THOSE IN COMMON USE. ARCHITECT WILL DEFINE INTENT OF ANY IN QUESTION.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE TOTAL SCOPE OF THE WORK INCLUDING COORDINATION OF ALL TRADES. IT IS THE CONTRACTORS RESPONSIBILITY THAT ALL SUB CONTRACTORS REVIEW ALL DRAWINGS BEFORE BIDDING THE WORK IN LIEU OF ONLY REVIEWING DRAWINGS OF RESPECTIVE TRADE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION AND COORDINATION WITH OTHER TRADES AND THEIR WORK TO ENSURE COMPLIANCE WITH THE DRAWINGS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY BARRIERS, LIGHTING, COVERING, FIRE PREVENTION AND OTHER EQUIPMENT TO PROTECT THE SAFETY OF ALL PERSON AND THE PROPERTY THROUGHOUT THE ENTIRE PERIOD OF THE CONSTRUCTION CONTRACT. OSHA GUIDELINES ARE THE RESPONSIBILITY OF THE GC.
- THE CONTRACTOR SHALL VERIFY SIZES AND LOCATIONS OF ALL OPENINGS FOR MECHANICAL, ELECTRICAL AND PLUMBING EQUIPMENT WITH SUBCONTRACTORS, AS WELL AS SHOP DRAWINGS APPROVED BY THE ARCHITECT, BEFORE PROCEEDING WITH THE WORK.
- THE ELECTRICAL, MECHANICAL, FIRE AND PLUMBING CONTRACTORS ARE RESPONSIBLE FOR REVIEWING ARCHITECTURAL PLANS AND SCHEDULES BEFORE SUBMITTING FINAL BID. GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND INSTALLATION OF ALL EQUIPMENT AND ELECTRICAL, MECHANICAL, FIRE AND PLUMBING REQUIREMENTS FOR SAME. CONTRACTORS AND SUBCONTRACTORS BID SHALL BE BASED ON ALL DRAWINGS/ SPECS.
- SINCE THE WORK TO BE DONE MAY INVOLVE EXISTING CONDITIONS, GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT AND OWNER IN WRITING OF ANY CONFLICT BETWEEN EXISTING STRUCTURES AND NEW MECHANICAL, PLUMBING AND/OR ELECTRICAL WORK.
- DUE TO THE NATURE OF ALL REMODELING AND ALTERATIONS, ANY FINISHES, MILLWORK, PARTITIONS, EQUIPMENT, ROOMS OR CONSTRUCTION NOTED AS 'EXISTING TO REMAIN' WHICH ARE ALTERED OR DAMAGED DUE TO CONSTRUCTION SHALL BE REPLACED BY CONTRACTOR, AT NO ADDITIONAL COSTS TO THE OWNER.
- SECTIONS/DETAILS NOTED TYPICAL ON PLANS MAY NOT BE NOTED AT EACH APPLICATION CONDITION, HOWEVER, THEY MAY BE USED MORE THAN ONCE.
- GENERAL CONTRACTOR IS TO PROTECT EXISTING ADJACENT AREAS TO WHERE WORK IS TO BE PERFORMED. ANY EXISTING FINISH DAMAGED DUE TO WORK IS TO BE PERFORMED SHALL BE REPAIRED/REPLACED TO MATCH EXISTING (TYPICAL UNLESS OTHERWISE NOTED).
- GENERAL CONTRACTOR IS RESPONSIBLE TO PROVIDE AND INSTALLING WINDOW'S SHUTTERS AND/OR IMPACT RESISTANT WINDOWS IN ORDER TO COMPLY WITH THE LATEST EDITION OF THE FBC.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR PROCURING, OBTAINING AND PAYING FOR ALL COSTS ASSOCIATED WITH ANY AND ALL REQUIRED PERMITS, SHOP DRAWINGS, PRODUCT APPROVALS, AND/OR ANY OTHER ITEMS REQUIRED BY THE BUILDING DEPT.
- TO THE BEST OF MY KNOWLEDGE AND BELIEVE, THESE PLANS CONFORM WITH THE REQUIREMENTS OF THE 2023 FL. BUILDING CODE.

CODES AND STANDARDS

- 2023 FL. BUILD. CODE.
- 2023 FL. BUILD. CODE-EXIST'G.
- 2023 FIRE PREV. CODE
- 2023 FL. MECH. CODE
- 2023 FBC PLUMBING.
- 2020 NATIONAL ELECTRICAL CODE (NEC)
- NFPA-LIFE SAFETY CODE-2010 EDITION
- CITY OF OPA-LOCKA PLANNING/ZONING STDS



THE ROCK CHURCH OF MIAMI, INC
3400 NW 135th STREET
OPA-LOCKA, FLORIDA, 33154

PROJECT DESCRIPTION

PROPOSED PLACE TO PROVIDE RELIGIOUS WORSHIP AS A SPECIAL EXCEPTION UPON APPROVAL, AS PER SECTIONS 22-79 & 22-83, AND BASED ON ARTICLES IV, V & VI SUPPLEMENTAL REGULATIONS OF THE SUSTAINABLE CITY OF OPA-LOCKA LAND DEVELOPMENT REGULATIONS & THE PLANNING/ZONING BOARD REQUIREMENTS.

REVISIONS

INDEX OF DRAWINGS

ARCHITECTURAL PLANS

- A-1 COVER PAGE, INDEX & NOTES
- A-2 SITE PLAN

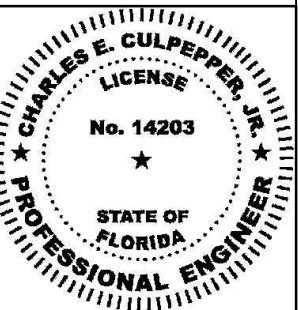
LANDSCAPING PLANS

- L-1 LANDSCAPING PLAN

Architectural + Engineers

CHARLES E. CULPEPPER, JR.
825 BRICKELL BAY DRIVE
SUITE 346
MIAMI, FLORIDA 33131
TEL: (786) 715-4812
EMAIL: PROJREGISTRATION@live.com
ARCHITECTURAL · CIVIL · ELECTRICAL · ENVIRONMENTAL
MECHANICAL · STRUCTURAL
MIAMI · NEW YORK · CHICAGO

PROJECT NAME: THE ROCK CHURCH OF MIAMI, INC
3400 NW 135th ST. OPALOCKA, FL, 33154
BLDG OWNER: 3400 LLC
7640 NW 25th ST, SUITE 115
MIAMI, FL. 33122



CHARLES E. CULPEPPER, JR.
REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA LICENSE NO. 14203
STATE OF ILLINOIS LICENSE NO. 062-043107
STATE OF NEW YORK LICENSE NO. 16-066511

CHARLES E. CULPEPPER, JR. STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 14203. THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CHARLES E. CULPEPPER, JR. ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Issue Date: 09-07-24

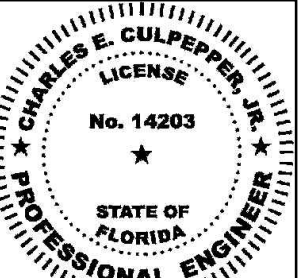
Revisions		
No.	Date	Description

Project Number: 23-F004
Drawn By: JG
Designed By: FG
Checked By: CEC

Sheet Title:

Sheet Number: A-1 OF 2

PROJECT NAME: THE ROCK CHURCH OF MIAMI, INC
 3400 NW 135th ST. OPALOCKA, FL, 33154
 BLDG OWNER: 3400 LLC
 7640 NW 25th ST, SUITE 115
 MIAMI, FL. 33122



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Revisions	
No.	Description

Project Number: 23-FO04
 Drawn By: JG
 Designed By: FG
 Checked By: CEC

Sheet Title:

SITE PLAN & ZONING DATA

Sheet Number: A-2 OF 2

ZONING INFORMATION		
PROJECT NAME:	THE ROCK CHURCH OF MIAMI, INC	
PROPERTY ADDRESS:	3400 NW 135th STREET, OPALOCKA, FLORIDA, 33154	
ZONING:	B-0 (COMMERCIAL/PROFESSIONAL OFFICES)	
LAND USE/PA ZONE	GENERAL/6200	
NET LOT AREA:	EXISTING=44348 SF	REQUIRED= 10,000 SF
FRONTAGE	EXISTING=60'-8"	REQUIRED= 100'-0"

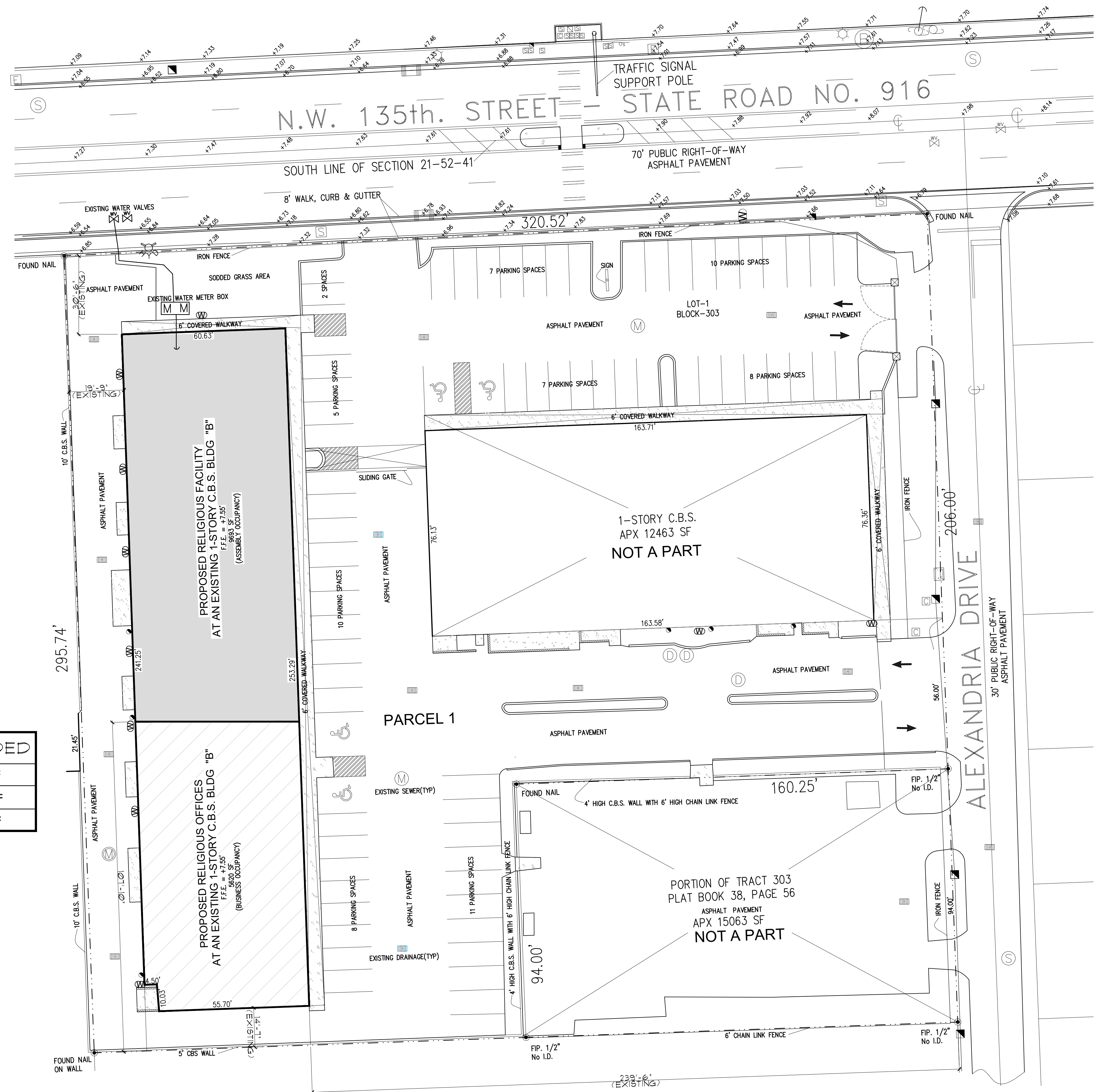
PARKING REQUIREMENTS	EXISTING PARKING	PROPOSED OCCUPANTS
REQUIRED PARKING (PER ZONING CODE)	68R+4HC=72 STALLS 0.2/OCCUPANT=360 OCCUPANTS	280 TOTAL

RELIGIOUS FACILITY SETBACKS	ALLOWED/REQUIRED	EXISTING
FRONT	25'-0"	30'-6"
SIDE(E)-10% LOT WIDTH	32'-1"	23'-6"
SIDE(W)-10% LOT WIDTH	32'-1"	19'-9"
REAR	25'-0"	107'-10"
LOT COVERAGE	40% OF 44348=17,740 SF(MAX)	15,312 SF
LANDSCAPING	25% OF 44348=11,087 SF(MIN)	7058 SF

APX BLDG SF	MIN. ALLOWED	PROVIDED
EXISTING GROUND FLOOR-RELIGIOUS AREA	1000 SF	9693 SF
GROUND FLOOR OFFICES/SUPPORT AREA	1000 SF	5620 SF
TOTAL SF-PROPOSED	—	15,313 SF

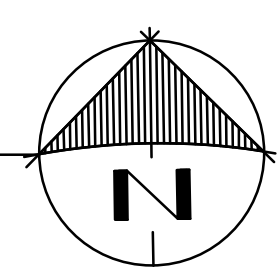
BUILDING HEIGHT	
ALLOWED	EXISTING
35 FT	15 FT

LEGAL DESCRIPTION
 NILE GARDENS, SECTION 1, PB 31-42. LOTS 12,3,4,6, BLK 303 4 N. 50 FT OF E 1/2 OF TR 303 4 N 150 FT OF W. 1/2 TR 303 PER PB 38-56/AKA LOTS 5-8-10 4 12 BLK 303 PB 31-42 AS PER THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FL.
 FOLIO No. 08-2128-003-0340



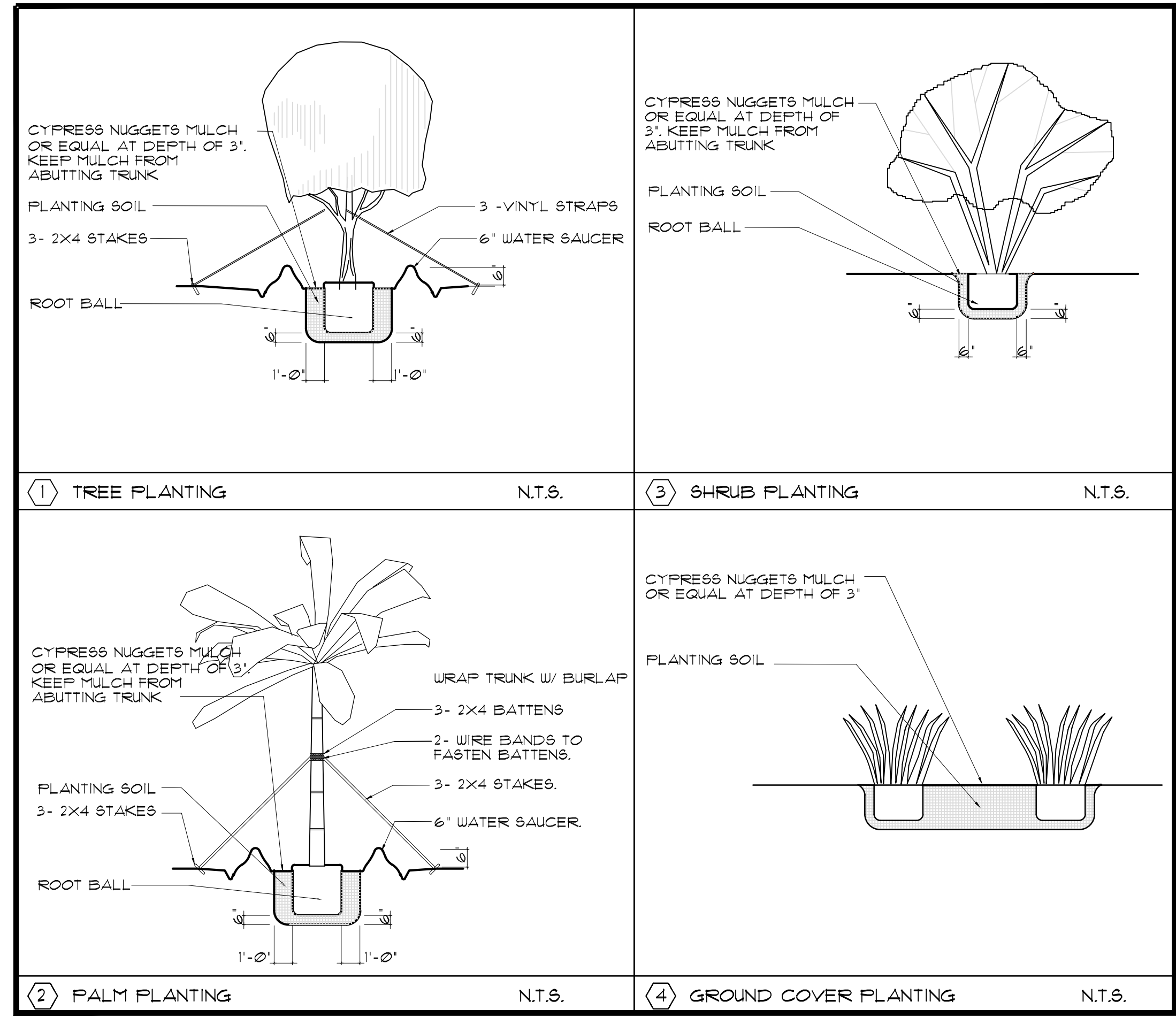
EXISTING SITE PLAN

1/20

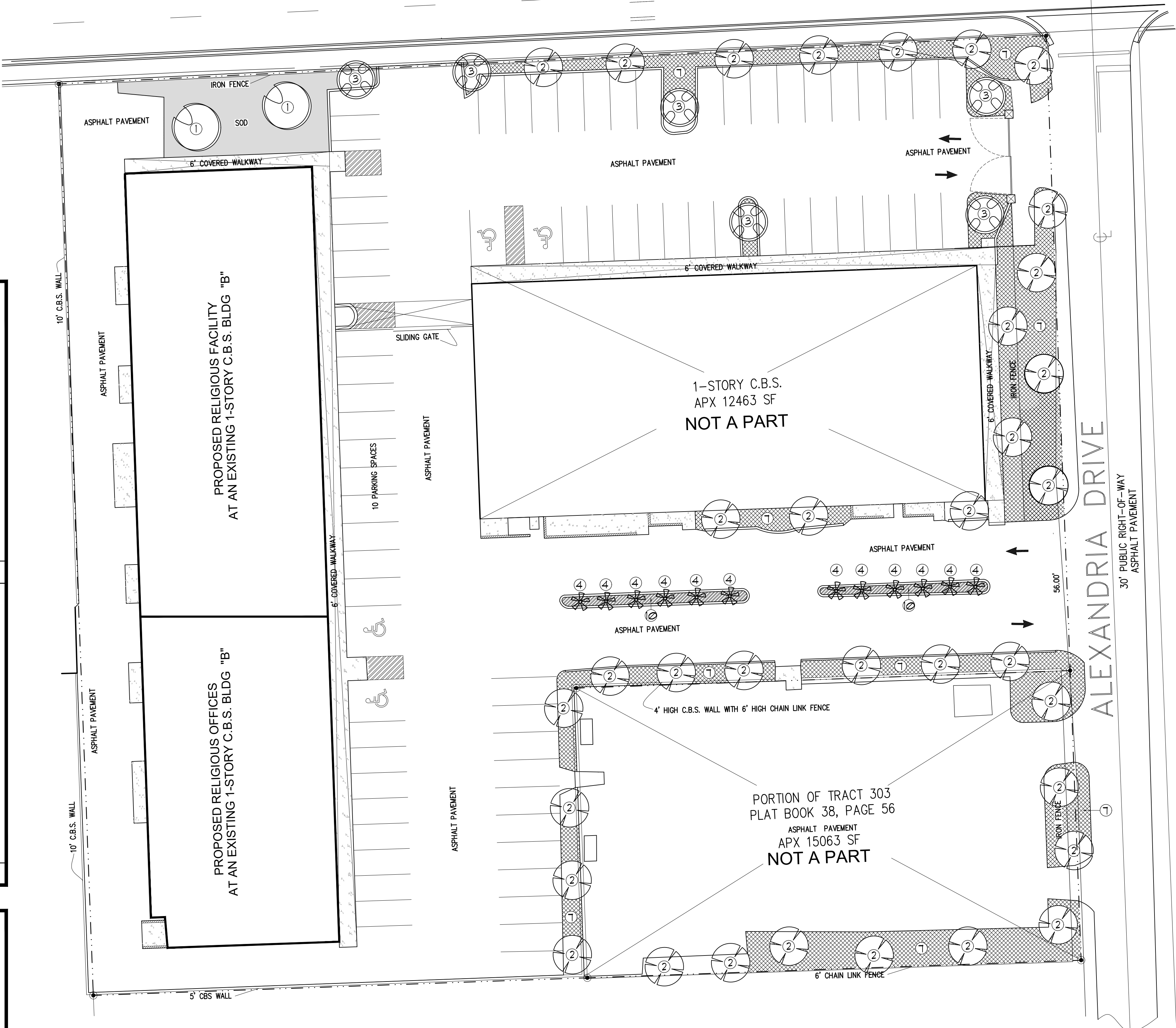


N.W. 135th. STREET - STATE ROAD NO. 916

MARK	BOTANICAL NAME	COMMON NAME	D.T. SIZE, AND REMARKS
LARGE SHADE TREES			
1	QUERCUS VIRGINIANA	LIVE OAK	Δ " MIN, 12'-14' HT, FG.
MEDIUM SHADE TREES			
2	CONOCARPUS ERECTUS	GREEN BUTTWOOD	Δ ' MIN, 12'-14' HT, FG.
SMALL FLOWERING TREES			
3	TABBUJIA HETEROPHYLLA	PINK TRUMPET TREE	' MIN, 12'-14' HT, FG.
SMALL TRUNK PALM			
4	CHAMAEDOREA CATARACTARUM	CAT PALM	10 GAL., 6'-8' O.A. HT. F.G.
LARGE SHRUBS			
7	CONOCARPUS ERECTUS 'SERICEUS'	SILVER BUTTWOOD	Δ , 3 GAL., 24' O.C. T.S.
SMALL SHRUBS			
10	JASMINUM VOLUBILE	WAX JASMINE	, 3 GAL., 24' O.C. T.S.
DROUGHT TOLERANCE			
			ABBREVIATION KEY
. MODERATE DROUGHT TOLERANCE			GAL. GALLON
. VERY HIGH DROUGHT TOLERANCE			O.C. ON CENTER
Δ NATIVE PLANT SPECIES			T.S. TRIANGULAR SPACING
			O.A.H.T.S. OVERALL HEIGHT

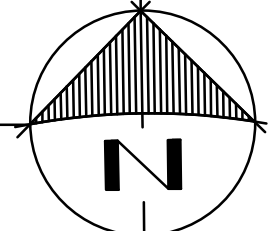


- ACCEPTABLE IRRIGATION COMPONENTS:**
- SCHEDULE 40 PVC PIPES TO BE USED FOR MAINLINES, LATERAL LINES AND SLEEVES.
 - ALL PIPELINES UNDER CONCRETE/PAVEMENT SHALL BE SLEEVED.
 - ROTORS: TORO® SUPER 1, IN LARGE SOD AREAS.
 - SPRAYHEADS: TORO® 51 MPR NOZZLES, IN ALL OTHER AREAS.
 - 6' AND 12' POP-UP TO BE USED IN SOD AND GROUND COVER AREAS. IN SHRUB BEDS, HEADS SHOULD BE MOUNTED ON RISERS.
 - VALVES: RAINBIRD FGA.
 - RAIN SENSOR: RAINBIRD SENSOR RAINCHECK CONTROLLER: RAINBIRD AUTOMATIC CONTROLLER, TO BE LOCATED INSIDE A SECURE ROOM WITHIN FACILITY.
 - WATER SUPPLY: METERED WATER TO BE USED FOR AREA AROUND BUILDINGS, AND WELL WATER IN ALL OTHER AREAS.
 - PROVIDE REDUCED-PRESSURE BACKFLOW PREVENTER FOR METERED IRRIGATION SYSTEM.
 - PERMIT BY LANDS/IRRIGATION CONTRACTOR.



LANDSCAPING PLAN

1/20



PROJECT NAME: THE ROCK CHURCH OF MIAMI, INC
 3400 NW 135th ST. OPALOCKA, FL, 33154
 BLDG OWNER: 3400 LLC
 7640 NW 25th ST, SUITE 115
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Revisions	
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 Drawn By: JG
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 Checked By: CEC

Sheet Title:
 LANDSCAPING PLAN

Sheet Number:
 L-1 OF 1

3400 LLC
7640 NW 25 Street Suite # 115
Miami, FL 33122

Escrow Deposit Receipt Verification

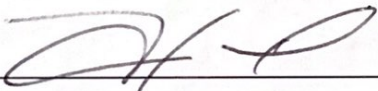
INITIAL DEPOSIT \$14,025.00 Received on: 7/2/2024

ADDITIONAL DEPOSIT \$ _____ Received on: _____

Property Address: 3400 NW 135 Street Building B, Opa Locka FL. 33154

Landlord: 3400 LLC

Tenant: The Rock Church of Miami, Inc.



Authorized Representative

Date: 7-22-24 _____

3400 LLC LEASE AGREEMENT

THIS AGREEMENT entered into as of the 24 day of July, 2024, by and between 3400 LLC, whose address is 7640 NW 25 Street #115 Miami, Florida 33122, hereinafter referred to as "Landlord" or "Lessor", and Iglesia La Roca Miami a Florida Corporation, hereinafter referred as "Tenant" upon the execution of this Lease the Tenants address shall be that of the leased premises

Upon the terms and conditions hereinafter set forth and in consideration for the payment of rents hereinafter provided and in consideration of the performance continuously by Tenant of each and every covenant and agreement herein contained to be kept and performed, the performance of each and every one of which is declared to be an integral part of the consideration to be paid by Tenant, Landlord does hereby lease, rent and demise unto Tenant and Tenant does hereby lease from the Landlord Property, located at 3400 NW 135 Street Opa-Locka, Florida 33154 Building "B", (as illustrated in Exhibit A attached and incorporated herein) (the "Leased Premises"), together with all easements, rights and appurtenances thereto, including the rights and easements, if any, providing for ingress, egress, utilities, parking and traffic circulation.

The Leased Premises shall for all purposes under this Lease be deemed to contain 15,300 rentable square feet, notwithstanding that the inside premises may actually contain a lesser or greater number of square feet of area. The Tenant has had ample opportunity to inspect and measure premises and accepts the same.

BROKERAGE:

Paradise Real Estate Systems, Inc. ("Paradise") and Miami New Realty, Inc. ("New Realty") agree to share the real estate brokerage commission payable by 3400, LLC ("Owner") to Paradise in connection with a lease between Owner and Iglesia La Roca, (the "Tenant") at the property located 3400 NW 135th Street, Building B, Opa-Locka, Florida 33054, (the "Transaction") (as per separate Commission schedule agreement in Exhibit C attached and incorporated herein)


Paradise is a duly licensed real estate broker in the State of Florida and is the sole and exclusive agent for Owner with regard to the Transaction. New Realty is a duly licensed real estate broker in the State of Florida and is the sole and exclusive agent for Tenant with regard to the Transaction

COMMENCEMENT DATE.

A. TERM. The term of this Lease shall begin July 1st, 2024 (the "Commencement Date"), and shall end June 30th, 2029, unless sooner terminated as hereinafter provided (the "Term" or "Lease Term").

POSSESSION: Possession shall be given to the Tenant upon execution of the Lease.

ARTICLE 3: BASE RENT: Lessee shall pay to Lessor as rental at the address set forth above, or at any other address that Lessor may designate, the minimum annual rent of \$168,300.00 in lawful money of the United States of America. From the Commencement Date, Tenant will pay rent for the Premises at the rate of \$14,025.00, per month ("Base Rent"), payable without demand, setoff or deduction, in advance of or on the first day of each month.

C.F. 

Base rent shall increase 10% the first year and 5% every year thereafter.

all rents exclude applicable sales taxes

The Base Rent, together with any and all sales and use taxes levied upon the use and occupancy of the Leased Premises, shall be paid by Tenant to Landlord, in advance of each monthly period, on the 1st day of each and every month during the Lease Term.

B. ABATEMENT: Tenant's monthly obligations shall be abated for Ninety (90) days from the effective date of this agreement in order to secure approval from the city of Opa-Locka. Tenant shall make all improvements necessary to obtain a Certificate of Use, and complete the Interior / Exterior Alterations as needed. (In the event additional time is required to secure the approval of the City, and tenant has complied with all necessary request by the City, Then the additional reasonable extension shall be approved)

C. Tenant shall pay to Landlord a late charge of Five Percent (5%) of any monthly rental installment not received by Landlord within five (5) days after the monthly rental installment is due, and shall bear interest at 18% per annum from the date due until paid. Such interest and late charge shall be payable as additional rent. Such 5-day period prior to which such late charge and interest are imposed shall not constitute a grace period. Checks returned from the bank must be covered by cash, cashier's check, or money order, plus (i) a \$150.00 returned check charge for administrative fees, and (ii) whatever fees are levied by Landlord's bank in connection therewith, all of which charges shall be due Landlord as additional rent hereunder. Any time Tenant does not pay any rent or additional rent due hereunder by its due date, and Landlord serves a 3-day notice upon Tenant, Tenant agrees to and shall pay the Landlord the sum of \$275.00 for attorney's fees for preparation and for service of such notice, which \$275.00 shall be due as additional rent to Landlord. All payments due from Tenant under this Lease that, even if not specifically designated as rent, shall be due, payable, and enforceable and be deemed as additional rent hereunder.

D. REAL ESTATE TAXES. Tenant shall be responsible for the payment of any and all taxes assessed upon the fixtures, furnishings, equipment and all other personal property of the Tenant contained in the Leased Premises regardless of when such taxes become due and payable. For the purpose of determining said amount, the figures supplied by the County Assessor as to the amounts so assessed shall be conclusive. Tenant shall comply with any and all reporting requirements for the property located in the Leased Premises.

Landlord is including the property taxes, based on the 2023 year, any increase above the 2023 year will be passed on to Tenant as additional rent.

Furthermore, Tenant hereby covenants and agrees to pay monthly, as additional rent, any sales, use or other tax, excluding State and/or Federal Income Tax, now or hereafter imposed upon rents by the United States of America, the State of Florida, or any political subdivisions thereof, to Landlord, notwithstanding the fact that such statute, ordinance or enactment imposing the same may endeavor to impose the tax on Landlord. In the event any of same become exempt, due to Tenant's usage, proof of said exemption shall be given the Lessor, prior to it not being compelled to pay, as additional rent.

C.F

E. RENTAL PROVISIONS.

A. It is the intention of Landlord and Tenant that the rental herein specified shall be paid to Landlord without set-off, abatement, demand, notice or deduction of any kind whatsoever. Accordingly, all costs, expenses, and obligations of every kind, relating to the Leased Premises (except as otherwise specifically provided in this Lease) that may arise or become due during the term of this Lease, and be the responsibility of the Tenant shall be paid by Tenant, and the Landlord shall be indemnified by Tenant against such costs, expenses, and obligations therefor.

B. All charges, costs, and expenses which Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all damages, costs, and expenses which the Landlord may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent and, in the event of non-payment by the Tenant, the Landlord shall have all the rights and remedies with respect thereto as the Landlord has for the non-payment of the Base Monthly Rent.

C. Intentionally Omitted.

D. Notwithstanding any expiration or termination of this Lease prior to the Lease Expiration Date (except in the case of a cancellation by mutual agreement), Tenant shall remain obligated to pay all additional rent payable under this Lease.

2. **SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall deliver to Lessor the sum of TWENTY-EIGHT THOUSAND AND FIFTY DOLLARS (\$28,050.00) as a security deposit. *(\$14,025.00 To be paid at the execution of lease agreement the Balance of \$14,025.00 shall be due upon City approval prior to tenant moving in). In the event City does not grant Certificate of Use for House of Worship, Deposit will be refunded to Tenant and Lease Agreement will be terminated.* This security deposit shall be retained by Landlord as security for the payment by Tenant of the rents and other payments herein agreed to be paid by Tenant and for the faithful performance by Tenant of the terms and covenants of this Lease. No interest thereon shall accrue to the Tenant. It is agreed that Landlord, at Landlord's option in the event of default by Tenant, may at any time and without notice to the Tenant apply said sum or any part thereof toward the payment of the rents and all other sums payable by Tenant under this Lease, and toward the performance of each and every of Tenant's covenants under this lease. If Tenant fully and faithfully complies with all of the covenants and obligations hereunder, the security deposit shall be returned by Landlord to Tenant within 20 days after the expiration of the term of this Lease provided that Tenant shall have vacated the Leased Premises and returned the keys to the Leased Premises, as found at the inception of the Lease, to Landlord, less amounts due Landlord to cover damages to the Leased Premises and/or rentals or other moneys due Landlord under this Lease.

3. **ASSIGNABILITY.** Without the written consent of Landlord first obtained in each case, which consent may be withheld at the sole discretion of the Landlord, Tenant shall not assign, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease or underlet the Leased Premises or permit the premises to be occupied by other persons. No consent to any

C.F



assignment, or encumbrance, or assign shall constitute a further waiver of the provisions of this Paragraph 5 or require the Landlord to agree to any other assignment, or encumbrance.

Withholding of consent to an assignment shall be deemed reasonable if the proposed Assignee is not of sufficient financial standing and responsibility at the time of such assignment, in Landlord's reasonable opinion, as to give assurance to Landlord of such assignee's ability to pay all rents and other payments due hereunder, to comply with the terms, conditions, covenants and provisions of this Lease, or if the business of such assignee is hazardous, disreputable, or illegal, or if the purpose for which the Leased Premises are being leased as stated in Paragraph 10 hereof shall substantially and materially change (such as from storage and/or sale of non-hazardous, non-flammable materials to storage and/or sale of hazardous and highly flammable materials). Tenant shall provide such information as Landlord may reasonably request in determining whether to approve Tenant's request to assign, including but not limited to, the assignment agreement and written assurances from such assignee that such assignee will abide by all of the terms, conditions, covenants and provisions of this Lease and that any information requested by Landlord from such assignee is true and correct. For purposes hereof, an assignment includes one or more sales or transfers of more than fifty percent (50%) of the voting stock of Tenant to a party or parties, who presently are not stockholders or members of Tenant. Tenant shall pay to Landlord Landlord's reasonable costs and expenses incurred in connection with approving the assignment, including reasonable attorney's fees, credit check, etc.

If the Leased Premises be underlet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, undertenant, or occupant and apply the net amount collected to the rent herein reserved; but no such collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant, or occupant as Tenant or a release of Tenant from the further observance and performance by Tenant of the covenants herein contained. The Leased Premises may not be underlet in part by Tenant.

4. **PERSONAL PROPERTY.** Tenant assumes all risks of any damage to Tenant's property that may occur by reason of water or by the bursting or leaking of any pipes or waste water about the premises, or from any act of negligence of any co-tenant or occupant of the building, or of any person or fire or hurricane or other Act of God, or from any cause whatsoever. All property placed or moved into the Leased Premises shall be at the risk of Tenant, and the Lessor held harmless on same.

5. **SALE OF LEASED PREMISES.** A sale of the Leased Premises during the term hereof shall relieve Landlord of responsibility for the return of the security deposit deposited with Landlord, and Tenant shall look solely to the purchaser for the return thereof, provided that the Purchaser in writing acknowledges receipt of such deposit.

6. **ESTOPPEL/CERTIFICATES.** Within seven (7) days of Landlord's written request, Tenant agrees at any time, and from time to time, to execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and other charges have been paid in advance, if any, and whether any violations are in existence as of the date of such statement. It is intended that any such statement delivered pursuant to this Paragraph 8 may be relied upon by any prospective purchaser of the fee, or mortgagee upon the fee interest, or by any assignee or sub-tenant.

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INSPECTION. Tenant, having examined the Leased Premises is familiar with the condition thereof and relying solely on such examination will take them in their present condition. Tenant is acquiring the Leased Premises in "AS IS" condition, with the following allowances (Landlord to Replace or repair damaged ceiling tiles, replace or repair light fixtures throughout leased area,) other than the above mentioned, tenant accepts and ratifies that the Leased Premises contains approximately 15,300 rentable square feet. The Tenant has been given ample and sufficient time to examine the same and expressly waives any objections thereto. Landlord, at its sole cost and expense, shall perform any repairs and maintenance related to the HVAC that are required as of the Commencement Date. Tenant, at its sole cost and expense, shall perform all repairs and maintenance related to the HVAC commencing on 90 days after tenant occupies lease space (approx. Jan 1st 2025) and for the duration of the Lease Term.

PARKING

Provided Tenant is not in default under this Lease, Tenant may use the parking spaces in front of Building "A" only at times when the tenant in building "A" is not in Session (after school hours) also Tanat may use as an overflow parking, the area designated as overflow parking if is available.

7. **PERMITTED USE.** Landlord makes no warranties and representations with regard to the purposes for which the Leased Premises may be used. Tenant has made its own independent investigation and is satisfied that the Leased Premises may be used for the purposes for which Tenant intends to use the same, to-wit: House of Worship, the Leased Premises shall be used for no other purposes, except as Landlord may reasonably consent to in writing, in advance of said usage, such consent not to be unreasonably withheld, conditioned, or delayed.

Tenant agrees that it will not engage in any activity that is unlawful, ultra-hazardous or that would increase the insurance on building of which the Leased Premises are a part nor which violates any health, zoning, or other municipal, state, or federal law or regulation. However, under no circumstances shall a change in permitted use (i) cause an increase in the insurance cost of Building of which the Leased Premises are a part or (ii) permit flammable, combustible, or explosive materials or chemicals to be stored in the Leased Premises. No paints, varnishes, stains, solvents, glues, or other flammable or combustible or explosive materials or chemicals will be stored, located, or used within or about the Leased Premises except in compliance with applicable governmental laws, rules, regulations, and ordinances; and the Tenant will not cut or saw wood, Formica, and any other material which will result in sawdust or sawdust like material. Tenant shall not use or permit the Leased Premises to be used in any manner that would render the insurance thereon void. If Tenant's use of the Leased Premises causes the insurance cost of Landlord to be increased, Tenant shall pay such additional costs within fifteen (15) days of demand therefore. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the improvements, or cause the value or usefulness of the Leased Premises, or any part thereof, to diminish, or which would constitute a public or private nuisance or waste.

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8. **ALTERATIONS.** Tenant will make no alterations, additions or improvements in or to the Leased Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed. All permanent additions, fixtures and improvements, including refrigerated cooling units and air-conditioning systems, made by Tenant subsequent to the date of this Lease shall be and remain a part of the premises at the termination of this Lease. Any alterations or improvements made by Tenant shall be made in good, workmanlike manner and in compliance with applicable building and zoning codes by appropriately Florida licensed contractors.

9. **MAINTENANCE AND REPAIRS.**

A. Intentionally Omitted


B. **Landlord Obligations.** Landlord, during the term of this Lease, at Landlord's sole cost and expense, shall keep and maintain all exterior and structural portions of the Leased Premises in good condition and repair. Without limiting the generality of the foregoing, Landlord's repair and maintenance obligations hereunder shall specifically include, but not be limited to, the following: (i) all exterior walls, slabs, underground utilities, and foundations, (ii) the roof, (iii) the parking lot, driveway, and sidewalks, (iv) all common elements associated with the property which serve the Leased Premises.

Repairs rendered necessary by the acts or omissions of Tenant, Tenant's agents, employees or invitees shall be the responsibility of Tenant. Landlord shall not be liable for failure to make any such repairs or to perform any maintenance required of Landlord hereunder unless such failure shall persist for an unreasonable time after Tenant gives Landlord written notice of the need for such repairs or maintenance.

C. **Tenant Obligations.** Tenant, during the term of this Lease, at Tenant's sole cost and expense shall keep and maintain the interior of the Leased Premises and every part thereof in good condition and repair. Tenant's repair and maintenance obligations hereunder shall include (i) all interior walls, floors, and ceilings, (ii) all furniture, fixtures, and equipment located within the Leased Premises, (iii) the exterior and interior portion of all doors and windows, (iv) any Tenant alterations or other improvements performed by Tenant, and (v) all gas, electrical and plumbing fixtures, systems, (clogged drains and lines) and components (including the HVAC system), and (vi) all plate glass, which Tenant shall insure against damage. All repairs and replacements shall be made in a good and workmanlike manner, in compliance with all applicable governmental requirements, and with materials of equal quality of that being replaced. Tenant shall make no opening in the roof or exterior walls without the prior written consent of Landlord.

Tenant shall, at its own expense, keep the Leased Premises clean and will remove all refuse and garbage therefrom. Garbage and refuse shall be stored at such locations and in such containers as shall be approved by Lessor. Tenant shall use such rubbish and trash removal contractors as Lessor, at its option, may designate. Notwithstanding anything contained in this Lease to the contrary, Tenant shall be responsible for repairs and restoration to the Leased Premises or the building resulting from, occasioned by, or arising from, any break-ins, burglaries or attempted break-ins or burglaries in, on or to the Leased Premises.

If Tenant fails to keep, maintain, and preserve the Leased Premises as set forth herein, Landlord may, but shall not be obligated to, perform or cause to be performed such maintenance or repairs. Landlord shall have the right, but not the obligation, to enter the Leased Premises to

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make such repairs upon Tenant's failure to do so. In such event, upon written demand therefore, Tenant shall promptly pay the entire, reasonable cost thereof as additional rent hereunder.

Except as provided herein, before Landlord undertakes any repairs or replacements which Tenant is required to make, Landlord shall provide Tenant with ten (10) days prior written notice of the repairs or replacement Tenant is required to make. If any repair or replacement which Tenant fails to make would result in substantial damage to the Leased Premises, or any part thereof, then Landlord, without prior written notice to Tenant, may make such repair or replacement. For purposes hereof, the term "substantial damage" is defined as damage which causes or could cause damage to the structural portion of the Leased Premises, to-wit, slab, roof, supporting beams, and exterior walls.

10. UTILITIES/CLEANING. Tenant shall be responsible for the payment of all of its utilities, including, by way of example, electricity, water/sewer, phone, internet and trash removal (whether private or municipal).

11. WASTE. Tenant agrees not to commit or suffer any act that would result in damage to or waste of the Leased Premises.

12. GOVERNMENTAL COMPLIANCE.


A. During the term of this Lease and any extensions thereof, Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City governments, and any and all of their Departments and Bureaus, applicable to the Leased Premises regarding by way of example and not in limitation, compliance with environmental laws regarding Tenant's use of the Leased Premises, hookup or tie-in to a sewer system, and/or the correction, prevention and abatement of nuisances or other grievances in, upon or connected with the Leased Premises.

B. This Lease and all of the terms, covenants, conditions and provisions hereof are in all respects subject and subordinate to all Rules and Regulations, zoning restrictions affecting the Leased Premises, and the building in which it is located; and the Tenant agrees to be bound by such restrictions. Tenant shall be responsible for obtaining such permits or licenses that may be required for the conduct of its business on the Leased Premises, inclusive of DERM permits and licenses.

C. HAZARDOUS MATERIALS.

(1) The term "Hazardous Materials" shall mean any substance, water or material which has or shall be determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety, and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, the Florida Department of Environmental Protection, the Miami-Dade County Department of Environmental Resources Management, and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authorities").

(2) Tenant agrees to take responsibility for any remedial action required by Government Authorities having jurisdiction regarding any Hazardous Material if released by Tenant, its officers, agents, servants, invitees, and contractors. If released by Tenant,

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its officers, agents, servants, invitees, and contractors, Tenant shall pay all costs and expenses in connection with any investigation and remedial activity including, without limitation, all installation, operation, maintenance, testing, and monitoring costs, all power and utility costs and any and all pumping taxes or fees that may be applicable to Tenant's activities. When remedial action by Tenant is required, Tenant shall perform all such work in a good, safe and workmanlike manner, in compliance with all laws and regulations applicable thereto, and shall diligently pursue such investigation and remedial activity until Tenant is allowed to terminate these activities by those Governmental Authorities having jurisdiction.

(3) Promptly upon Tenant's remediation of the problem and Tenant's complete performance and satisfaction of all of its obligations hereunder, Tenant, at its sole cost and expense, shall permanently seal or cap all monitoring wells and test holes to industry standards in compliance with applicable federal, state and local laws and regulations, remove all associated equipment, and restore the Leased Premises to its condition existing immediately prior to the commencement of such remedial action to the maximum extent possible, which shall include, without limitation, the repair of any surface damage, including paving, caused by Tenant's activities hereunder.

(4) Tenant shall indemnify, hold harmless, and defend Landlord and its partners (if a corporation, its stockholders, officers, directors, trustees, employees, and agents), and any successors, assigns or purchasers (collectively "Indemnitees"), against all claims, demands, losses, liabilities, costs and expenses, including attorneys' fees (collectively "Liabilities") imposed upon or accruing against the Indemnitees as actual and direct costs of investigatory or remedial action required by any Government Authority having jurisdiction, or as damages to third persons for personal injury or property damage arising from the existence of any Hazardous Material at the Leased Premises released by Tenant, its officers, agents, servants, invitees, and contractors. The provisions of this indemnification shall survive the termination of the lease whether by time or otherwise. Such Liabilities shall include, without limitation: (i) injury or death to any person, (ii) damage to or loss of use of any other property; (iii) the cost of any demolition and rebuilding of the improvements on the Leased Premises, repair, or remediation and the preparation of any closure or other activity required by any Governmental Authority; (iv) any lawsuit brought or threatened, good faith settlement reached, or governmental order relating to the presence, disposal, release or threatened release of any Hazardous material on, from or under the Leased Premises by Tenant; and (v) the imposition of any liens on the Leased Premises arising from Tenant's activities on the Leased Premises.

(5) Tenant shall use its best efforts (including payment of money) not to cause or suffer any lien to be recorded against the Leased Premises as a consequence of, or in any way related to, the presence, remediation or disposal of Hazardous Material in or about the Leased Premises caused by Tenant, or related in any way to Tenant's activities pursuant to this Lease, including any mechanics' liens and any so-called state, federal or local "Superfund" lien relating to such matters.

(6) Tenant covenants and agrees that during the term of the Lease, it shall not use or store or permit the use or storage by any party or parties whomsoever of any Hazardous Material in or about the Leased Premises except in compliance with and not in contravention of any and all applicable laws, ordinances, rules, and regulations.

(7) Each party shall promptly notify the other party of any inquiry, investigation, order, or enforcement proceeding by or against the notifying party in connection with the Leased Premises.

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13. INSURANCE.

Throughout the Term, Tenant shall keep in force contents insurance in an amount equal to the full replacement cost of Tenant's furniture, trade fixtures and equipment located in the Leased Premises.

During the entire term of this Lease (including any extension or renewal period) Tenant, at its expense, shall keep in full force and effect commercial general liability insurance with a combined single limit for personal injury or loss of life of not less than \$1,000,000 per occurrence and in which the property damage limit shall be not less than \$500,000. The policies shall contain an endorsement naming Landlord as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord 15-days prior written notice. The insurance shall be issued by an insurer of recognized responsibility, licensed and doing business in the State of Florida, and having a BEST rating of A+ or better; and a binder for such insurance shall be delivered to Landlord upon execution of this Lease, and a copy of the policy or a certificate of insurance shall be delivered to Landlord prior to the commencement date and whenever requested thereafter by Landlord. At least -30-days prior to each anniversary date of such insurance coverage, proof of that such insurance has been renewed and payment thereof shall be delivered to Landlord so as to enable it to verify that the policy has been renewed and paid for the next annual period. In the event Tenant fails to provide such evidence, or in the event of cancellation, termination or change of such insurance, Landlord may, but shall not be required to, procure such insurance for Tenant and the cost thereof shall be charged as additional rent hereunder. Tenant may carry such insurance under a blanket or umbrella policy.

14. CASUALTY. In the event the Leased Premises, or the building of which the Leased Premises are a part, shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement whereby the same shall be rendered totally or partially untenantable, then Landlord shall have the right to render said premises tenantable by repairs completed within 120 days from the date of the casualty solely utilizing any applicable insurance proceeds paid to it by virtue of such casualty. Tenant, at its sole cost and expense, shall repair and restore whatever fixtures and equipment it had installed prior to the casualty. If the Leased Premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty in the event that the premises were totally untenantable or to the date of Tenant completely vacating the premises if they were only partially tenantable. The cancellation herein mentioned shall be evidenced in writing. During any time that the premises are untenantable due to causes set forth in this paragraph, the rent or a just and fair proportion thereof shall be abated.

15. CONDEMNATION. In the event any portion of Leased Premises is taken by any condemnation or eminent domain proceedings, the monthly rental herein specified to be paid shall be proportionately reduced according to the area of the Improvements which is taken, and Tenant shall be entitled to no other consideration by reason of such taking, and any damages suffered by Tenant on account of the taking of any portion of said Leased Premises and any damages that shall be awarded to Tenant in said proceedings, shall be paid to and received by Landlord, and Tenant shall have no right therein or thereto or to any part thereof, and Tenant does hereby relinquish and assign to Landlord all of Tenant's rights and equities in and to any such damages. Notwithstanding the foregoing, Tenant shall be entitled to any award for loss or taking of its trade fixtures or its relocation expenses.

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If 20% or more of the Leased Premises is taken by any condemnation or eminent domain proceedings, and if such taking shall render the Leased Premises unsuitable for the conduct of Tenant's business as provided in Paragraph 10 of this Lease, then Tenant at its option may terminate this Lease.

Notwithstanding the foregoing, Tenant shall not be precluded from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or cost of removal of, or for the value of, Tenant's improvements, equipment, trade fixtures, furniture, inventory and other personal property, and such other claims as Tenant may assert; provided, however, that no such claim shall diminish or otherwise adversely affect the Landlord's award or the award of any fee mortgagee.


16. RIGHT OF ENTRY. Landlord, or any of its agents, shall have the right to enter the Leased Premises during business hours with reasonable notice, and at any time in the event of an emergency, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, of said building, or to exhibit the Leased Premises, and to put or keep upon the exterior "FOR RENT" signs at any time within 360 days before the expiration of this Lease and at any time "FOR SALE" signs. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease. When entering the Leased Premises for the foregoing reasons, Landlord agrees to use reasonable efforts not to interrupt the conduct of Tenant's business.

17. INDEMNIFICATION. In consideration of the Leased Premises being leased to Tenant, Tenant agrees: That Tenant at all times will indemnify and keep harmless Landlord from all losses, damages, liabilities and expenses, which may arise or be claimed against Landlord and be in favor of any person, firm or corporation, for any injuries or damages to the person or property of any person, firm or corporation, consequent upon or arising from the use or occupancy of said premises by Tenant, or consequent upon or arising from any acts, omissions, neglect, or fault of Tenant (its agents, servants, employees, licensees, customers or invitees), or consequent upon or arising from Tenant's failure to comply with the aforesaid laws, statutes, ordinances or regulations; that Landlord shall not be liable to Tenant for any damages, losses or injuries to the person or property of Tenant which may be caused by the acts, neglect, omissions or faults of any person, firm or corporation; and that Tenant will indemnify and keep harmless Landlord from all damages, liabilities, losses, injuries or expenses which may arise or be claimed against Landlord and be in favor of any person, firm or corporation, for any injuries or damages to the person or property of any person, firm or corporation, where said injuries or damages arose about or upon said premises unless caused by Landlord's gross negligence. Such indemnification shall include reimbursement for all of Landlord's reasonable attorney's fees and suit costs and expenses at all tribunal levels and post judgment proceedings.

18. QUIET ENJOYMENT.

A. Subject to the terms, conditions and covenants of this Lease, Landlord agrees that Tenant shall and may peaceably have, hold and enjoy the Leased Premises, without hindrance or molestation by Landlord.

SUBORDINATION. Tenant's rights and this lease shall be subject to any bona fide mortgage, that exist and/or that may hereafter be placed on the real property of which the Leased Premises are a part by Landlord; and in the event of any proceedings for the foreclosure thereof, Tenant shall attorn to and recognize such mortgagee or purchaser at foreclosure sale as

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Landlord under this Lease. If Landlord shall finance or refinance the real property of which the Leased Premises are a part, Tenant agrees to subordinate its interest to such financing and Tenant agrees to execute in the manner required for recording in the public records of Miami-Dade County, Florida, an instrument reflecting such subordination within seven (7) days of request therefore provided the Lender agrees to recognize Tenant's leasehold interest by executing a Non-Disturbance Agreement. Landlord represents that the premises are now subject to a Mortgage and that Landlord shall use its best efforts to procure a subordination, non-disturbance and attornment agreement ("SNDA"), in a form reasonably acceptable to Tenant, from its lender prior to the Commencement Date of this Lease; provided, further, that Tenant shall have the right to terminate this lease if Landlord is unable to procure such SNDA.

LIENS.

B. Tenant further agrees that it will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen and other items of like character, and will indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including counsel fees (and appellate counsel fees) reasonably incurred in and about the defense of any suit in discharging the said premises any part thereof from any liens, judgments or encumbrances caused or suffered by Tenant. It is understood and agreed between the parties hereto that the costs and charges above referred to shall be considered rent due and shall be included in any lien for rent.

C. Tenant herein shall not have any authority to create any liens for labor or material on Landlord's interest in the Leased Premises and all persons contracting with Tenant for the destruction or removal of any building or for the erection, installation, alteration, or repair of any building, or other improvements on the above described premises, and all material men, contractors, mechanics and laborers are hereby charged with notice that they must look to Tenant and to Tenant's interests only in the above described property to secure the payment of any bill for work done or material furnished during the rental period created by this Lease.

D. MECHANIC'S LIENS. If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge of the same by giving security in any manner required or permitted by law. In the event of Tenant's failure to do any of the foregoing within sixty (60) days of the filing of the lien or attachment. Lessor may discharge the same and charge all costs in connection therewith to Tenant (in addition to all other remedies of Lessor), Tenant shall indemnify, hold harmless and defend the Lessor from and against all claims, demands, judgments, damages, all liens or encumbrances, and legal proceedings on account of such furnishing or claimed furnishing of labor machinery or materials.

E. All contractors used onsite shall have full liability and work coverage. The Lessor shall secure insurance certificates of all such contractors, and proof thereof given to Lessor.

19. SURRENDER.

A. Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once, and without demand, surrender and deliver up the Leased Premises, together with all fixtures therein and improvements in good condition and repair, reasonable wear and tear and damage excepted and taking into consideration the existing condition of the building. Such fixtures and improvements shall include all plumbing, lighting, light fixtures, water heater (if

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any), electrical, heating, cooling and ventilating fixtures and equipment and air conditioning, together with all duct work. Except as otherwise specifically herein provided, all additions and all improvements, temporary or permanent, in or upon the Leased Premises placed there by Tenant shall become Landlord's property and shall remain upon the Leased Premises upon such termination of this Lease by lapse of time or otherwise, without compensation or allowance or credit to Tenant. *If at the termination of this Lease, Tenant's personal property has not been removed from the Leased Premises, Landlord shall give Tenant 15 days in which to remove such personal property. If, following such 15-day period, Tenant fails to remove such property, then Landlord is authorized to remove and discard, at Tenant's expense, such property without further notice to Tenant. Landlord in such event shall have no responsibility to safeguard such property or to dispose of it in a commercially reasonable manner, and shall be released of any claim therefor and held harmless on same.*

B. Tenant agrees that if Tenant does not surrender the Leased Premises to Landlord, at the end of the Lease Term or upon any cancellation of the Lease Term, then Tenant shall pay to Landlord all damages that Landlord may suffer due to Tenant's failure to surrender to Landlord possession of the Leased Premises, and will indemnify and hold Landlord harmless from and against all claims made by any succeeding Tenant of said premises against Landlord due to delay of Landlord in delivery of possession of said premises to said succeeding Tenant so far as such delay is occasioned by failure of Tenant to so surrender said premises.

20. HOLDING OVER. Any holding over by Tenant of the Leased Premises after the expiration of this Lease shall operate and be construed to be a tenancy from month to month only, at 150% the monthly rate of rent payable during the Lease Term, unless mandated otherwise by state law.

21. EVENTS OF DEFAULT. Tenant further agrees that any one or more of the following events shall be considered events of default as said term is used herein and Tenant shall be in default if any of the following occurs:

A. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered, and any such decree of judgment or order shall not have been vacated or stayed or set aside within 30 days from the date of the entry or granting thereof;

B. Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the federal bankruptcy laws now or hereafter amended, or Tenant shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension;

[Notwithstanding the provisions of subparagraphs, A and B above, any bankruptcy proceeding which permits Tenant (not a receiver or trustee acting in lieu of or on behalf of Tenant) to be a debtor in possession shall not constitute a default so long as all rent required to be paid hereunder is timely paid.]

C. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant;

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D. The Leased Premises, or the personal property of Tenant are levied upon by any revenue officer or similar officer and the obligation is not paid or bonded within 30 days of such levy;

E. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within 30 days from the date of entry or granting thereof;

F. Tenant shall abandon the same during the term hereof;

G. Tenant shall fail to pay any monthly payments of rent and/or additional rent required to be made by Tenant hereunder when due.

H. Tenant shall fail to contest the validity of any lien or claimed lien and to give security to Landlord to ensure payment thereof, or, having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and to satisfy any judgment rendered thereon, and such default continues for 15 days after notice thereof in writing to Tenant;

I. Tenant shall fail to provide the Subordination Agreement requested pursuant to Paragraph 19 hereof within 7 days of request therefore;

J. Tenant shall fail to use the Leased Premises solely for the purposes stated in Paragraph 8 hereof;

K. Tenant shall default in any other covenant and agreement herein contained to be kept, other than rental payment hereunder, observed and performed by Tenant, and such default shall continue for 30 days after notice thereof in writing to Tenant.

22. LANDLORD'S REMEDIES.

A. Upon the occurrence of any one or more of events of default, Landlord may terminate this Lease. Upon termination of this Lease, Landlord may re enter the Leased Premises, with process of law and using such force as may be necessary, and remove all persons, fixtures, and chattels therefrom and Landlord shall not be liable for any damages resulting therefrom. Such re entry and repossession shall not work a forfeiture of the rents to be paid and the covenants to be performed by Tenant during the full term of this Lease. No re entry by Landlord shall be deemed an acceptance of the surrender of this Lease. Upon such repossession of the Leased Premises, Landlord shall be entitled to recover as liquidated damages and not as a penalty a sum of money equal to the value of the rent and other sums provided herein to be paid by Tenant to Landlord for the remainder of the Lease Term. Landlord agrees to use reasonable efforts to mitigate Tenant's damages in the event of Tenant's default.

B. Upon the occurrence of any one or more events of default, Landlord may repossess the Leased Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as expressly provided for by Florida law) and without terminating this Lease, in which event Landlord may, but shall be under no obligation to do so, relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease Term, and the right to relet the Leased Premises as part of a larger area, and the right to change the character or use made of the Leased Premises.

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For the purpose of such reletting, Landlord may decorate or make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord on demand as liquidated damages and not as a penalty a sum equal to the amount of the rent and other sums provided herein to be paid by Tenant for the remainder of the Lease Term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such decorations, repairs, changes, alterations, and additions, the expenses of such reletting and the collection of the rent accruing therefrom (including, but not by way of limitation, attorneys' fees and brokers' commissions) to satisfy the rent herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord on demand any deficiency, and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Paragraph 23 from time to time. Any sums or other consideration received by Landlord on a reletting in excess of the rent reserved in this Lease shall belong to Landlord. Landlord agrees to use reasonable efforts to mitigate Tenant's damages in the event of Tenant's default.

C. If default shall be made in any covenant, agreement, condition or undertaking herein contained to be kept, observed and performed by Tenant (other than the making of any payments of rent and/or additional rent as herein provided) which cannot with due diligence be cured within a period of 30 days, and if notice thereof in writing shall be given to Tenant, and if Tenant, prior to the expiration of 30 days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then Landlord shall not have the right to declare the term ended by reason of such default or to repossess without terminating this Lease if such default is completely cured within -45- days of delivery of notice to cure; provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Landlord to declare the term ended, or to repossess without terminating this Lease, and to enforce all of its rights and remedies for any other default not so cured.

D. Notwithstanding any other provision of this Lease, if Tenant shall default in the payment of any rent and/or any other payments required of Tenant, or any part thereof, and if such default shall continue for a period of three (3) days after the due date thereof, Landlord may, without terminating this Lease, institute any action, suit or proceeding provided for by law against Tenant from time to time to recover any of the aforesaid sums which at the commencement of any action, suit or proceeding shall then be due and payable and which shall thereafter be due and payable to Landlord under any provisions hereof, without waiting until the end of the original Lease Term; and neither the institution of such action, suit or proceeding nor the settlement thereof or entering of judgment therein shall terminate this Lease, nor shall it bar Landlord from bringing subsequent actions, suits or proceedings from time to time for any sum or sums of any kind which shall thereafter become due and owing from Tenant to Landlord under any of the terms of this Lease. Tenant hereby expressly waives any right or defense that it may have to claim a merger of such subsequent actions, suits or proceedings and any previous action, suit or proceeding, or in a settlement thereof or judgments entered therein.

23. ACCELERATION. Tenant agrees that Tenant will promptly pay all rent and additional rent at the times above stated. If any part of the rent and/or additional rent shall not be paid when due, or within 10 days next after the same shall become due and payable, then in addition to the remedies provided in Paragraph 23 hereof, Landlord shall have the option of declaring the balance of the entire rent for the entire rental term of this Lease to be immediately due and payable, and Landlord may then proceed immediately to collect all the unpaid rent called for by this Lease, by distress or otherwise.

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24. **CUMULATIVE REMEDIES.** No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as the occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power nor shall it be construed to be a waiver of any such default or any acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, conditions, covenants and provisions of this Lease, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect, impair or toll the right or power of Landlord to declare the Lease terms hereby granted ended, to terminate this Lease as provided for in this Lease, or to repossess without terminating this Lease, because of any default in or breach of the terms, conditions, covenants and provisions of this Lease.

25. **WAIVER.** No waiver of any breach of any terms, conditions, covenants or provisions of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same terms, conditions, covenants and provisions.

No act(s), omission(s), waiver, acquiescence or forgiveness by Landlord as to any default in or failure to perform, either in whole or in part, by Tenant, any of the terms, conditions, covenants and provisions of this Lease, shall be deemed or construed to be a waiver by Landlord of the right at all times thereafter to insist upon the prompt, full and complete performance by Tenant of each and all of the terms, conditions, covenants and provisions thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Tenant.

26. **SIGNS.** While the Tenant has the right to install exterior wall signs, provided it complies with local zoning regulations, and secures proper permits, no awning(s) or sign(s) shall be painted upon, attached to or erected on the exterior of the Leased Premises without the written consent of Landlord having first been obtained, which consent shall not be unreasonably withheld or delayed, so long as same is/are not in violation of the applicable Laws, Ordinances, Rules and Regulations. Any awnings and signs attached to or erected on the exterior of the Leased Premises by Tenant shall be removed at the termination or expiration of this Lease, and Tenant agrees, at Tenant's expense, to restore such exterior to its original condition, ordinary wear and tear excepted.

27. **RECORDATION.** This Lease shall not be recorded by Tenant except with the express written approval and consent of Landlord. Tenant agrees to execute upon execution of this Lease, in recordable form, a short form of lease which will be recorded in the Public Records of Miami-Dade County, Florida, incorporating the language of paragraphs 22 and 23 hereof and such other information so as to identify the Lease and the parties.

28. **ATTORNEY'S FEES AND COSTS.** Tenant shall pay all costs of proceedings by Landlord for recovery of rents or for recovery of the possession of the Leased Premises or for the enforcement of any of the terms and conditions of this Lease, including a reasonable attorney's fee (including post judgment and appellate fees at all tribunal levels), court costs and any other costs incurred by reason of the foregoing. Tenant agrees to pay Landlord's reasonable

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attorney's fees and costs for the collection of rent or for the enforcement of this Lease, whether or not suit be instituted.

29. FORCE MAJEURE. None of the acts, promises, covenants, agreements or obligations on the part of Tenant to be kept, performed or not performed, as the case may be, nor the obligation of Tenant to pay rent and/or Additional Rent or other charge or payment shall be in anywise waived, impaired, excused or affected by reason of the Landlord being unable at any time or times during the term of this Lease to supply, or being prevented from, or delayed in supply of any service expressed or implied on the part of the Landlord to be supplied, or by reason of the Landlord being unable to make any alterations, repairs or decorations or to supply any equipment or fixtures, or any other promise, covenant, agreement or obligation on the part of the Landlord to be performed, if the Landlord's inability or delay shall arise by reason of any law, rule or regulation of any Federal, State, Municipal, or other governmental department, agency or subdivision thereof, or by reason of conditions of supply and demand due to National Emergency or other conditions or causes beyond the Landlord's control.

30. NOTICES. Except with respect to the -3- day statutory notice demanding rent or possession, it is understood and agreed between the parties hereto that written notice addressed to Tenant or Landlord at their respective addresses set forth herein, and mailed, certified mail, return receipt requested, or delivered by hand to the addresses below, shall constitute sufficient notice to the addressee; notice shall be deemed given, if mailed, 3 days from the date of mailing or, if delivered by hand, when received by the addressee or posted on the entrance door of the Leased Premises if notice is to Tenant, or at the following designated addresses:

TO TENANT: Carlos Florez --Pastor
The Rock Church of Miami
3400 NW 135 Street Building "B"
Opa-Locka Fl. 33054

TO LANDLORD: NOEL GONZALEZ – Director
3400 LLC. a Florida Corp.
7640 NW 25 Street #115
MIAMI FL. 33122

WITH COPIES TO
LANDLORD'S
ATTORNEYS: RENATO PEREZ, ESQUIRE
LAW OFFICE OF PEREZ & PEREZ
1105 SW 87TH AVENUE
MIAMI, FL. 33174
TEL: 305-266-6799/FAX: 305-266-6707
E-MAIL: LAW_PEREZ@BELLSOUTH.NET

or to such other persons or at such other addresses (other than a post-office box) as a party shall designate in writing and deliver to the other; provided, however, that any notification to Tenant must be to an address (other than a post-office address) in Miami-Dade County, Florida.

31. TIME OF ESSENCE. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

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32. **RULES AND REGULATIONS:** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate, provided that such rules and regulations are delivered in advance to Tenant and provided that such rules and regulations are applied uniformly to all tenants within the building. Landlord reserves the right from time to time to make all reasonable modifications to the Rules and Regulations, with such Rules and Regulations to be evenly applied to all tenants. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord, however, shall not be responsible to Tenant for the non-compliance with any of the Rules and Regulations by any other tenants or occupants.

33. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.


34. **EXCULPATION.** Tenant agrees that it shall look solely to the estate and property of Landlord in the Leased Premises for the collection of judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants, and conditions of this Lease to be observed and performed by Landlord, and no other property or estates of Landlord and partners or stockholders shall be subject to levy, execution, or other enforcement procedures for the satisfaction of Tenant's remedies.

35. **CAPTIONS.** Headings or captions preceding the text of the several paragraphs of this Lease are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

36. **WAIVER OF TRIAL BY JURY.** It is mutually agreed by and between Lessor and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Tenant, Tenant's use or occupancy of said demised premises and/or any claim of injury or damage and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Lessor commences any summary proceeding or action for non-payment of rent, additional rent or other charge payable hereunder, Tenant will not interpose any counterclaim of whatsoever nature or description in such proceeding or action or seek to consolidate any action or proceedings with Lessor's action or proceedings. Lessor and Tenant agree that in the event of any litigation regarding this Lease, its terms and the enforcement of the rights and obligations of the parties hereto, the sole proper venue for any such litigation shall be in Miami-Dade County, Florida.

37. **SEPARATE RENT OBLIGATION.** Tenant shall not for any reason withhold or reduce its required payments of rentals and other charges. Landlord's obligations under this lease are independent of Tenant's obligations hereunder.

38. **AMENDMENT AND FULL UNDERSTANDINGS.** This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing, signed by Landlord and Tenant. There are no promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than those set forth herein. Except as herein otherwise provided, no subsequent

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alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. No surrender of the Leased Premises, or of the remainder of the term of this Lease, shall be valid unless accepted by Landlord in writing.

39. **SEVERABILITY.** If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

40. **APPLICABLE LAW.** This Lease shall be construed and enforced in accordance with the laws of the State of Florida.

41. **BINDING EFFECT.** All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, personal representatives, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, personal representatives, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

42. **RADON GAS.** In accordance with Florida Statutes, the following notice about RADON GAS is hereby given to Tenant:

“Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.”

43. **INSPECTIONS.** Lessor, or its agents, representatives or employees, are authorized to enter at any reasonable time, upon or in any part of the Leased Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of this Lease. Tenant agrees to reimburse Lessor for reasonable out-of-pocket expenses incurred for property inspections performed by independent third parties, if Lessor has reasons to believe that hazardous substances, as hereinafter defined, are located on the Leased Property, or the Leased Property is subject to condemnation or casualty loss, and for any required, as determined by Lessor, environmental inspections, Phase one and/or Phase two. Any such costs shall be paid, in advance, if so requested, within 5 days of said request, or within 5 days of the incurring of same by the Lessor. Said costs shall be deemed and constitute rental due hereunder.

44. **COMPLIANCE WITH PATRIOT ACT.** Tenant represents and warrants that neither they nor its Officers and Directors controlling Tenant are acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this

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transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Tenant agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

45. **OPTION TO PURCHASE.** N/A

46. **OPTION TO RENEW LEASE.** The Tenant is given an option to renew the lease subject to the Tenant not being in breach or in default under the terms and condition of this Lease. The minimum monthly base rental due for each year of the 3-year option term shall continue at 5% increases per annum. Notice of option to renew shall be given to Lessor at a minimum of 90 days prior to the termination of the term.


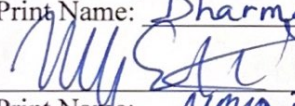
47. **GUARANTY. In further consideration of this Lease, Carlos Florez, as Guarantor, shall execute a Guaranty Agreement substantially in the form attached hereto as Exhibit B.**

48. **IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first above written.**

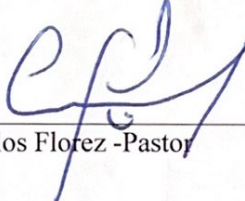

MARIJE VILLEGAS
Commission # HH 407241
Expires June 6, 2027

Witnesses as to Tenant:

TENANT:


Print Name: Dharma Tizarro

Print Name: Maria E. Villegas

The Rock Church of Miami

By: 
Carlos Florez -Pastor

Witnesses as to Landlord:

LANDLORD:

3400 LLC a Florida Company

Print Name: _____

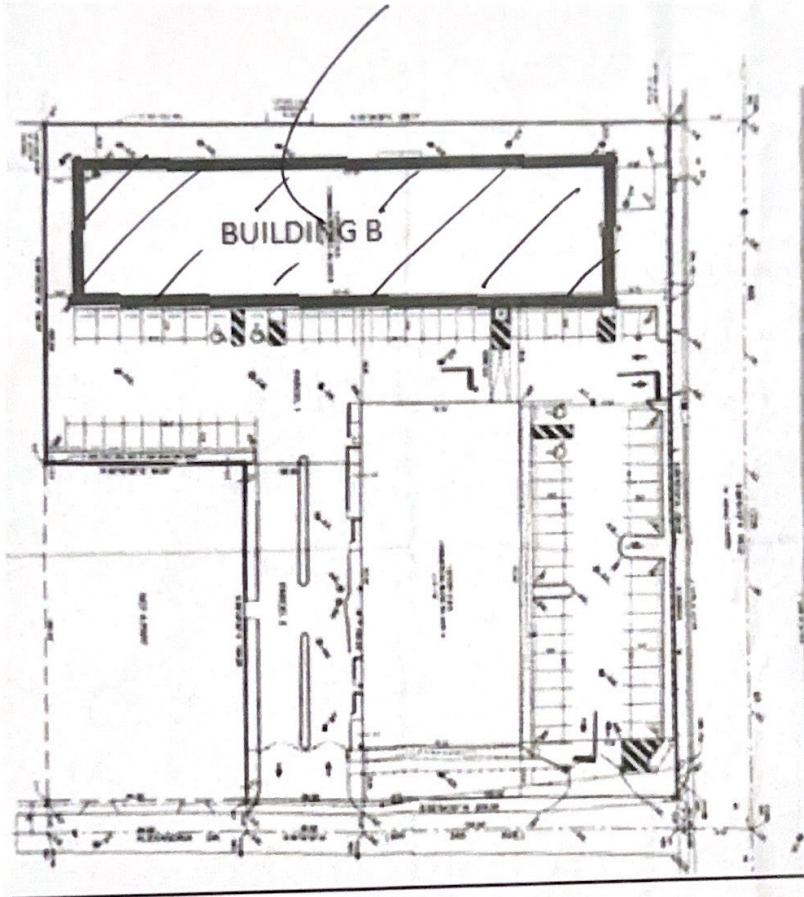
By: 

NOEL GONZALEZ – Member

Print Name: _____

EXHIBIT A

Leased Premises



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GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT is made and entered into this 24 day of July 2024, in connection with that certain Lease Agreement of even date herewith (which Lease Agreement, as may have been modified, amended and/or supplemented in writing, is hereinafter called the "Lease") by and between 3400, LLC, as "Landlord", and Iglesia La Roca Miami, a Florida Company, as "Tenant".

For valuable consideration received, and as an inducement to Landlord to enter into the Lease for the property located at 3400 NW 135 Street, Building "B" Opa Locka, Florida 33054, the undersigned ("Guarantor") hereby unconditionally guarantees to Landlord (a) the full and timely performance by Tenant of the Lease and all terms and conditions thereof, and (b) the payment by Tenant of the rent and all other sums payable by Tenant under the Lease.


The term of this Guaranty Agreement shall commence upon execution of this agreement and terminate on May 31st, 2029 (the "Term"); The Term shall be extended, along with the Lease Extension.

Guarantor agrees that (1) the obligation shall be enforceable against Guarantor without the necessity for any suit or proceedings whatsoever against Tenant, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty Agreement or any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; (2) immediately upon each and every Lease breach or default by Tenant during the Term, without any notice to or demand upon Guarantor, Guarantor will (i) pay to Landlord the sum or sums then in arrears, (ii) pay to Landlord all damages, including but not limited to any expenses, costs and fees incurred by Landlord, that may be occasioned by Tenant's nonperformance, and (iii) comply with or perform all terms and conditions of the Lease; (3) no extension, forbearance or leniency extended by Landlord to Tenant shall wholly or partially discharge Guarantor hereunder, notwithstanding that Guarantor had no notice of any Lease breach or default or of any such leniency, forbearance or extension.

The obligations of Guarantor herein shall be co-extensive with those of Tenant under the Lease. This Guaranty Agreement is absolute and unconditioned and shall continue during the Term without being affected by any early termination, impairment, release or limitation of the liability of Tenant or its estate in bankruptcy resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same. Guarantor further agrees to be bound by each and every obligation of Tenant under the Lease, with the same force and effect as if Guarantor were designed in and had executed the Lease as Tenant thereunder.

This Guaranty Agreement is a primary guaranty of payment and performance and shall not be subject to any counterclaim, set-off, deduction or defense. No failure or delay on the part of Landlord in exercising any right or remedy under the Lease and/or this Guaranty Agreement shall operate as a waiver thereof nor shall a single or partial exercise of any right or remedy preclude any other or further exercise thereof, and all rights and remedies of Landlord hereunder and under the Lease shall be cumulative.

Any notice or other communication to Landlord shall be addressed to 7640 NW 25 Street., Suite 115, Miami, Florida 33122, or such other address as may be designated by Landlord by registered or certified mail, return receipt requested, and the time of rendition of such notice or

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Any notice or other communication to Landlord shall be addressed to 7640 NW 25 Street., Suite 115, Miami, Florida 33122, or such other address as may be designated by Landlord by registered or certified mail, return receipt requested, and the time of rendition of such notice or other communication shall be when it is deposited in an official United States Mail receptacle, postage prepaid. Any notice or other communication to Guarantor shall be addressed to 3400 NW 135 ST Building "B" Opa-Locka, FL 33154, or such other address as may be designated by Guarantor by registered or certified mail, return receipt requested, and the time of rendition of such notice or other communication shall be when it is deposited in an official United States Mail receptacle, postage prepaid.

This Guaranty Agreement, which is to be governed by and construed in accordance with the laws of the State of Florida, shall also bind Guarantor's personal representatives, heirs, successors and assigns (as the case may be) and inure to the benefit of Landlord's successors and assigns and any other person or entity at any time having the rights of Landlord under the Lease.

Guarantor will forthwith pay to Landlord all attorney's fees and disbursements incurred by Landlord in connection with any breach or default by Tenant under the Lease and/or the enforcement of this Guaranty Agreement, in each instance whether or not suit is brought (and if suit is brought, through appeals and collection efforts).

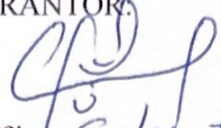
The Guarantor and the individual executing this Guaranty Agreement on behalf of the Guarantor, represents and warrants that the Guarantor has the full power and authority to enter into this Guaranty Agreement, and that the individual signing on behalf of the corporate Guarantor has the full power and authority to sign for and bind the Guarantor hereto, and by his or her signature does hereby bind the Guarantor to this Guaranty Agreement.

The Guaranty Agreement contains the entire agreement between the parties with respect to the matters covered hereby, and Guarantor acknowledges that no agent, representative, salesman or officer of Landlord has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding to or changing the terms and conditions herein set forth. No customs or dealings between the parties shall be permitted to contradict or modify the terms hereof. This Guaranty Agreement shall not be construed more strictly against one party merely by reason of such party's preparation hereof. If any provision of this Guaranty Agreement shall be held to be invalid or unenforceable, to the maximum extent possible the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall continue in full force and affect. Neither this Guaranty Agreement nor any of its provisions can be waived, modified or terminated orally, but only by a written instrument duly executed by or on behalf of the party against whom enforcement of any waiver, modification or termination is sought.

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GUARANTOR:

By: 
Name: Carlos Flores
Its:

STATE OF Florida)

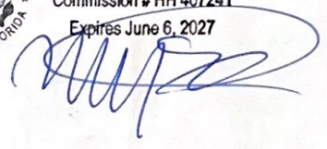
COUNTY OF Miami-Dade)

Before me, MARIA E. VILLEGAS, a Notary Public of said County and State, personally appeared Carlos Flores, who proved to me on the basis of satisfactory evidence.

Witness my hand and seal, at This 24 day of July 2024.



MARIA E. VILLEGAS
Commission # HH 407241
Expires June 6, 2027



April 23rd, 2024

Gerald Lee

Community Development

Zoning Official-Planning and Community Development

City of Opa-locka

780 Fisherman Street

Opa-locka, FL 33054

Dear Community Development Department,

We are writing to express our earnest intent to rent the property located at 3400 NW 135th St. We believe this location presents a wonderful opportunity to establish a vibrant community hub that not only serves as a place of worship for our Christian community but also offers a wide array of beneficial programs and services to the residents of Opa-locka.

At The Rock Church, we are deeply committed to making a positive impact in the communities we have proudly serve for 19 years of establishment. Six years ago, we expanded our reach into Miami-Dade County, establishing campus in the Miami Spring/Hialeah area. Over the years, we have initiated and sustained numerous community programs aimed at uplifting individuals and families, fostering personal growth, and building stronger community bonds. Now, we are excited to extend our presence further by planning to establish our campus in Opa-locka city. We strongly believe that extending these programs to the residents of Opa-locka would greatly enrich the lives of its residents and contribute to the overall well-being of the community.

Some of the community programs that we have successfully implemented in the past, and that we intend to offer in Opa-locka, include:

1. Love boxes Giveaway: is a community initiative aimed at providing assistance to individuals and families in need. Through this program, boxes containing non-perishable food items are distributed to those facing food insecurity.

 cflorez@larocamia.com

 (786)458-5558

 @larocademiami

 @larocademiami

 www.somoslaroca.com

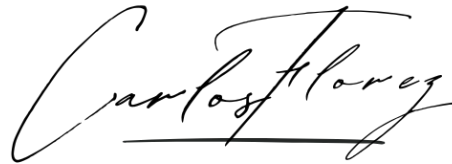
2. **School Supplies Giveaway:** An annual event providing essential school supplies to students in need, ensuring they are equipped for academic success.
3. **After-School Music Program:** A creative outlet offering music education and mentorship to children and youth, promoting artistic expression and personal development.
4. **Personal Finances Conference for Families:** Workshops and seminars aimed at equipping families with essential financial literacy skills, budgeting techniques, and strategies for financial stability.
6. **Bible School:** Educational programs designed to deepen individuals' understanding of scripture, spiritual growth, and theological knowledge.
7. **Vocational Kids Bible Summer Camp:** An engaging and enriching summer camp program designed to provide children with a fun and educational experience centered around biblical teachings. Through interactive lessons, games, crafts, and outdoor activities, children will have the opportunity to deepen their understanding of the Bible while forming lasting friendships and memories. This camp aims to inspire spiritual growth, character development, and a love for God's word in a supportive and nurturing environment.

These programs, among others, have been instrumental in fostering a sense of community, providing much-needed support, and empowering individuals to thrive in various aspects of their lives. We are fully committed to continuing and expanding these initiatives in Opa-locka, with the aim of serving the diverse needs of its residents and contributing to the overall welfare of the community.

In closing, we sincerely hope that you will consider our application favorably and grant us the opportunity to establish The Rock Church in Opa-locka. We are eager to collaborate with the City of Opa-locka and its residents to create a thriving and welcoming community space that fosters spiritual growth, social connection, and positive transformation.

Thank you for your time and consideration. Should you require any further information or clarification, please do not hesitate to contact us.

Warm regards,



Carlos Florez
Pastor
The Rock Church
(786)-458-5558

Love Boxes Giveaway



Music Program



Personal Finances Conference for Families



RADIUS MAP

SCALE: 1" = 100'



ADDRESS: 3400 NW 135th STREET, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-003-0340
 OWNER'S NAME: 3400 LLC

LEGAL DESCRIPTION:

PARCEL 1

LOTS 1, 2, 3, 4 AND 6, IN BLOCK 303, NILE GARDENS SECTIONS I AND II ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND THE NORTH 50 FEET OF TRACT 303, OF REVISED PLAT OF PORTIONS OF BLOCK 301-302-303 OF NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 38, AT PAGE 56, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, FORMERLY KNOWN AS: LOT 5, IN BLOCK 303, OF NILE GARDENS SECTION I AND II, AS RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND THE NORTH 150 FEET OF THE WEST 1/2 OF TRACT 303, OF REVISED PLAT OF PORTIONS OF BLOCKS 301-302-303 OF NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 38, AT PAGE 56, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, FORMERLY KNOWN AS LOTS 8, 10 AND 12, BLOCK 303, OF NILE GARDENS SECTION I AND II, AS RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

1- ADDRESS: 3420 NW 135th STREET, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-003-0392
 OWNER'S NAME: KASA INVESTMENT SERVICE LLC

LEGAL DESCRIPTION: THE EAST 70 FEET OF LOT 1, BLOCK 304, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

2- ADDRESS: 3420 NW 135th STREET, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-003-0370
 OWNER'S NAME: TRADEMARK METALS RECYCLING LLC

LEGAL DESCRIPTION: THE WEST 70 FEET OF THE EAST 140 FEET OF LOT 1, BLOCK 304, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

3- ADDRESS: 3440 NW 135th STREET, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-003-0370
 OWNER'S NAME: TRADEMARK METALS RECYCLING LLC

LEGAL DESCRIPTION: YACHT BASIN OF PLAT NO. THREE, OPA-LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 14, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PORTIONS OF BLOCK 116-A, OF PLAT NO. THREE, OPA-LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 14, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHWEST CORNER OF SAID BLOCK 116-A, THENCE EAST, ALONG THE SOUTH LINE OF SAID BLOCK 116-A, FOR 36.42 FEET, TO THE POINT OF BEGINNING OF A PARCEL OF LAND FOR 30.00 FEET, THENCE NORTH FOR 27.65 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF 25.00 FEET WIDE CANAL EASEMENT, SAID POINT BEING ON CIRCULAR CURVE, COMEAT TO THE NORTHWEST, HAVING A RADIUS OF 2789.93 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHEASTERLY LINE OF SAID CANAL EASEMENT, THROUGH A CENTRAL ANGLE OF 0050'16", OPA-LOCKA, FLORIDA.

AND PORTIONS OF THE YACHT BASIN, AS SHOWN ON PLAT NO. THREE, OPA-LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 14, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 116-A, THENCE EAST, ALONG THE SOUTH LINE OF SAID BLOCK 116-A, AND ITS EASTERLY PROLONGATION AND ALONG THE NORTH RIGHT OF WAY LINE OF NORTHWEST 135 STREET, FOR 406.35 FEET, TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED, THE NINE NORTH 135.00 FEET EAST, A POINT SAID POINT BEING ON CIRCULAR CURVE, COMEAT TO THE NORTHWEST, HAVING A RADIUS OF 2789.93 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHEASTERLY LINE OF SAID CANAL EASEMENT, THROUGH A CENTRAL ANGLE OF 0050'16", OPA-LOCKA, FLORIDA.

4- ADDRESS: 13440 ALEXANDRIA DRIVE, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-007-0290
 OWNER'S NAME: 3400 LLC

LEGAL DESCRIPTION: PARCEL 2 THE SOUTH 56 FEET OF THE NORTH 106 FEET OF THE EAST 1/2 OF TRACT 303 OF THE REVISED PLAT OF PORTIONS OF BLOCKS 301-302-303 OF NILE GARDENS SECTION ONE, AS RECORDED IN PLAT BOOK 38, AT PAGE 56, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, FORMERLY KNOWN AS LOT 5, IN BLOCK 303, OF NILE GARDENS SECTION I AND II, AS RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

5- ADDRESS: 13422 ALEXANDRIA DRIVE, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-007-0280
 OWNER'S NAME: 3400 LLC

LEGAL DESCRIPTION: PARCEL 1 THE SOUTH 56 FEET OF THE NORTH 106 FEET OF THE EAST 1/2 OF TRACT 303 OF THE REVISED PLAT OF PORTIONS OF BLOCKS 301-302-303 OF NILE GARDENS SECTION ONE, AS RECORDED IN PLAT BOOK 38, AT PAGE 56, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, FORMERLY KNOWN AS LOT 5, IN BLOCK 303, OF NILE GARDENS SECTION I AND II, AS RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

6- ADDRESS: 13400 ALEXANDRIA DRIVE, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-007-0220
 OWNER'S NAME: NIKAMANDI RA LLC

LEGAL DESCRIPTION: THE NORTH 100 FEET OF THE SOUTH 2268.5 FEET OF TRACT 303, REVISED PLAT OF NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 38, PAGE 56, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

7- FOLIO # 08-2128-007-0221
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: THE NORTH 150 FEET OF THE SOUTH 2188.5 FEET OF TRACT 303, REVISED PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

8- ADDRESS: 13380 ALEXANDRIA DRIVE, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-007-0230
 OWNER'S NAME: ST PROVIDENCE LLC

LEGAL DESCRIPTION: THE NORTH 50 FEET OF THE SOUTH 2018.50 FEET OF TRACT 303, REVISED PLAT OF NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 38, PAGE 56, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

9- ADDRESS: 13488 ALEXANDRIA DRIVE, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-003-0170
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: LOTS 2 AND 4, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

10- ADDRESS: 13454 ALEXANDRIA DRIVE, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-003-0240
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: LOT 6, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

11- FOLIO # 08-2128-003-0320
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: LOT 8, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

12- FOLIO # 08-2128-003-0220
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: LOT 10, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

13- FOLIO # 08-2128-003-0240
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: LOT 12, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

14- FOLIO # 08-2128-003-0280
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: LOT 14, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

15- ADDRESS: 13314 ALEXANDRIA DRIVE, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-003-0220
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: LOTS 15 THROUGH 18 INCLUSIVE, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

16- ADDRESS: 13301 ALEXANDRIA DRIVE, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-003-0230
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: LOT 20, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

17- ADDRESS: 13317 ALEXANDRIA DRIVE, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-007-0180
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: THE WEST 1/2 OF THE NORTH 1/3 OF THE NORTH 1/2 OF TRACT 302, OF THE REVISED PLAT OF PORTIONS OF BLOCKS 301-302-303 OF NILE GARDENS SECTION ONE, AS RECORDED IN PLAT BOOK 38, AT PAGE 56, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; A/K/A LOT 22, BLOCK 302, OF NILE GARDENS SECTIONS I AND II, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

18- ADDRESS: 13315 ALEXANDRIA DRIVE, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-007-0181
 OWNER'S NAME: NW FORTOLIO V LLC

LEGAL DESCRIPTION: LOT 24, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; ALSO KNOWN AS THE NORTH 50 FEET OF THE SOUTH 250 FEET OF THE WEST 1/2 OF TRACT 302, OF THE REVISED PLAT OF PORTIONS OF BLOCKS 301-302-303 OF NILE GARDENS SECTION ONE, AS RECORDED IN PLAT BOOK 38, AT PAGE 56, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

19- ADDRESS: 3300 N.W. 135th STREET, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-003-0160
 OWNER'S NAME: BETHESA ASSEMBLY OF GOD INC

LEGAL DESCRIPTION: LOTS 1, 3 AND 5, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

20- FOLIO # 08-2128-003-0190
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: LOT 7, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

21- FOLIO # 08-2128-003-0210
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: LOT 9, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

22- FOLIO # 08-2128-003-0230
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: LOT 11, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

23- FOLIO # 08-2128-003-0250
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: LOT 13, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

24- FOLIO # 08-2128-003-0310
 OWNER'S NAME: VS ALEXANDRIA HOLDINGS LLC

LEGAL DESCRIPTION: LOT 19, BLOCK 302, NILE GARDENS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

25- ADDRESS: 3325 NW 135th STREET, OPA-LOCKA, FLORIDA, 33054
 FOLIO # 08-2128-007-0210
 OWNER'S NAME: FLORIDA INDUSTRIAL PROPER SIX LLC

LEGAL DESCRIPTION: YACHT BASIN OF PLAT NO. THREE, OPA-LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 14, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

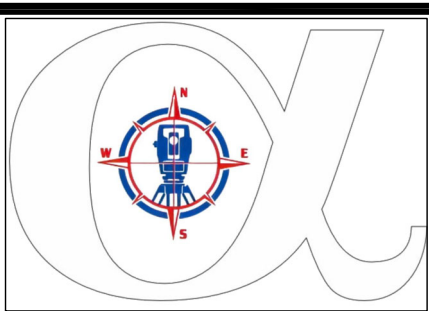
AND
 PORTIONS OF BLOCK 116-A, OF PLAT NO. THREE, OPA-LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 14, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID BLOCK 116-A; THENCE EAST, ALONG THE SOUTH LINE OF SAID BLOCK 116-A, FOR 36.42 FEET, TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE EAST, ALONG SAID SOUTH LINE OF BLOCK 116-A, FOR 30.00 FEET, THENCE NORTH FOR 27.65 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF 25.00 FEET WIDE CANAL EASEMENT, SAID POINT BEING ON CIRCULAR CURVE, COMEAT TO THE NORTHWEST, HAVING A RADIUS OF 2789.93 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHEASTERLY LINE OF SAID CANAL EASEMENT, THROUGH A CENTRAL ANGLE OF 0050'16", OPA-LOCKA, FLORIDA.

AND
 PORTIONS OF THE YACHT BASIN, AS SHOWN ON PLAT NO. THREE, OPA-LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 14, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 116-A, THENCE EAST, ALONG THE SOUTH LINE OF SAID BLOCK 116-A, AND ITS EASTERLY PROLONGATION AND ALONG THE NORTH RIGHT OF WAY LINE OF NORTHWEST 135 STREET, FOR 406.35 FEET, TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE NORTH 135.00 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID BLOCK 116-A; THENCE EAST ALONG SAID SOUTHERLY PROLONGATION OF THE NORTH LINE OF BLOCK 116-A FOR 23.00 FEET, THENCE SOUTH FOR 135.00 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTHWEST 135 STREET, FOR 23.00 FEET, TO THE POINT OF BEGINNING, SAID LANDS LYING AND BEING IN OPA-LOCKA, FLORIDA.

SIGNED
 JULIO S. PITA NG, PSM 5789
 LAND SURVEYOR OF FLORIDA
 HIS SIGNATURE AND THE ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSE SURVEYOR AND MAPPER.

ALPHA C&N LAND SERVICES, LLC
 5801 N.W. 2nd STREET, MIAMI, FLORIDA, 33126
 PHONE: 305-588-6779 305-336-1123
 APHACNLANDSERVICES@GMAIL.COM
 WEBSITE: ALPHACNLANDSERVICES.COM

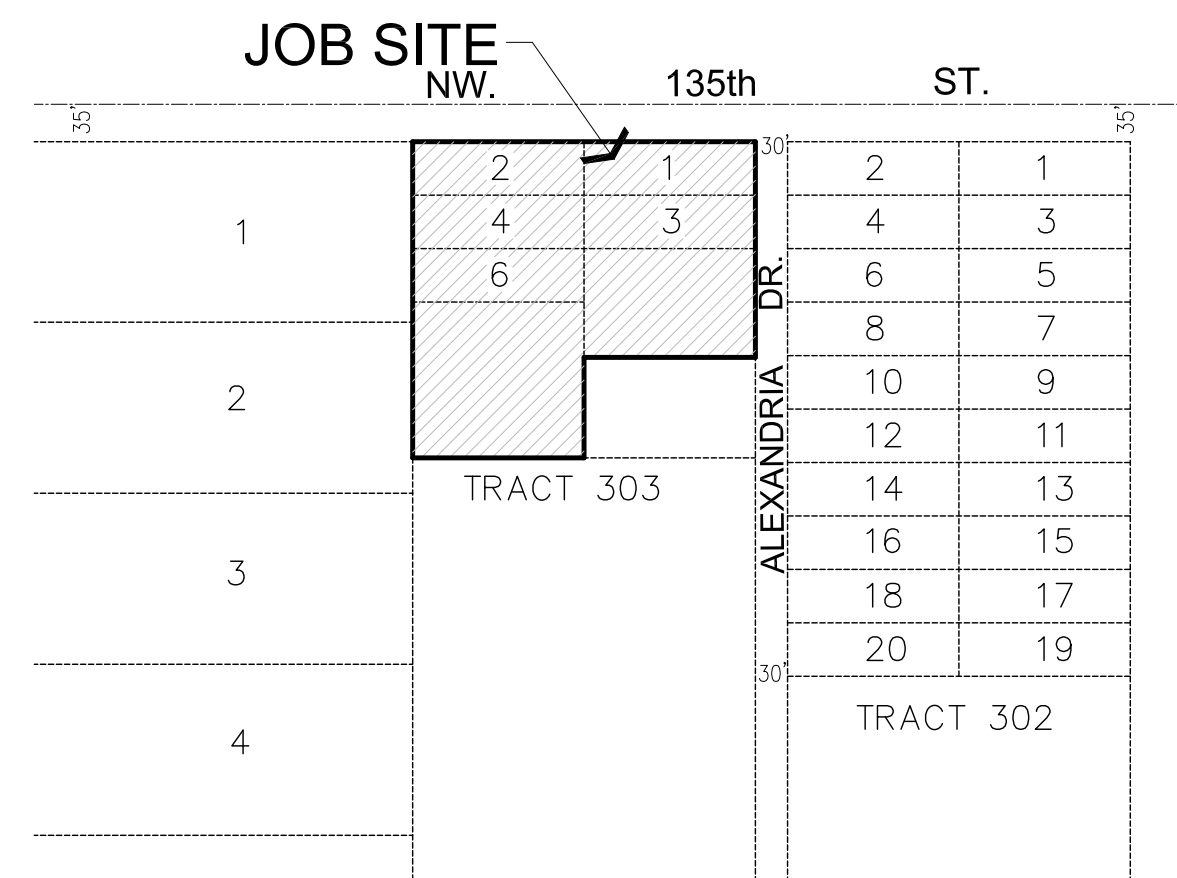
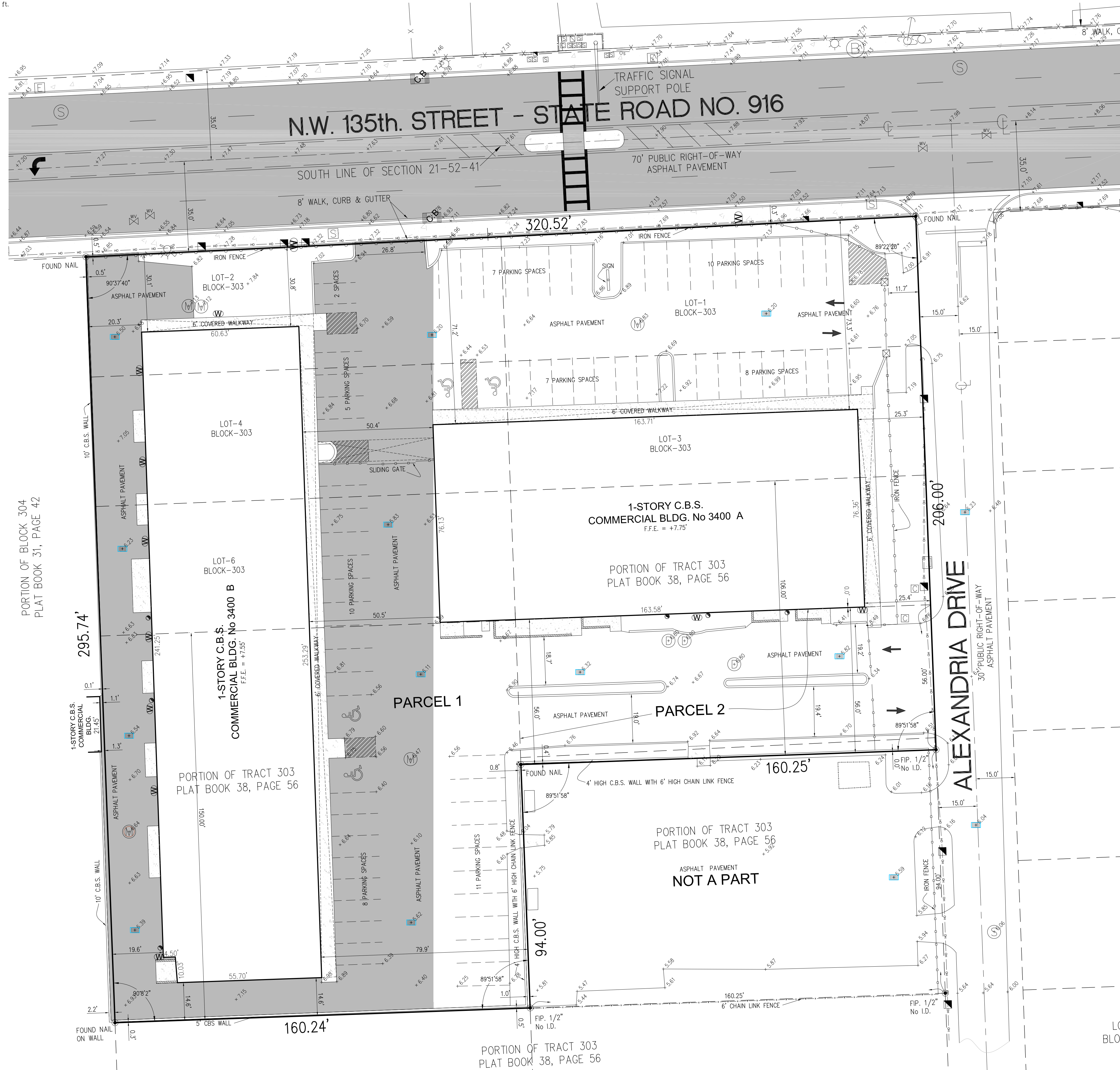
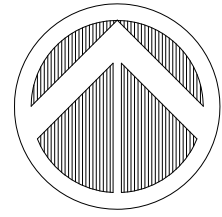
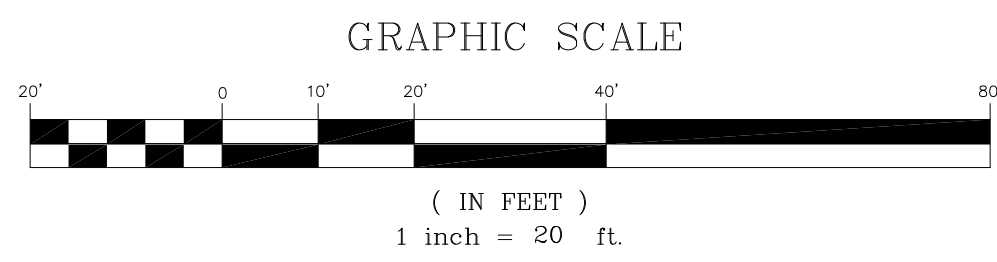


RADIUS MAP

PREPARED FOR:

3400 LLC

JOB NUMBER: 240926
 DRAWN BY: J.C.
 CHECKED BY: J.P.
 DATE: 08-23-2024
 SHEET:
 1 of 1



LOCATION MAP
NOT TO SCALE

PROPERTY ADDRESS:
3400 NW 135 STREET, OPA-LOCKA, FLORIDA 33054
Folio# 08-21 28-003-0340

LEGAL DESCRIPTION

All those tracts and parcels of land lying and being in Dade County Florida and more particularly described as follows:

Parcel 1:
Lots 1, 2, 3, 4 and 6, in Block 303 of NILE GARDENS SECTIONS I AND II, according to the Plat thereof, recorded in Plat Book 31, at Page 42, of the Public Records of Dade County, Florida, and the North 50 feet of the East 1/2 of Tract 303, of REVISED PLAT OF PORTIONS OF BLOCKS 301-302-303 OF NILE GARDENS SECTION ONE, according to the Plat thereof, as recorded in Plat Book 38, at Page 56, of the Public Records of the Dade County Florida, formerly known as Lot 5, in Block 303 of NILE GARDENS SECTION I AND II, as recorded in Plat Book 31, at Page 42, of the Public Records of Dade County, Florida, AND the North 150 feet of the West 1/2 of Tract 303, of revised Plat OF PORTIONS OF BLOCKS 301-302-303 OF NILE GARDENS SECTION ONE, according to the Plat thereof, as recorded in Plat Book 38, at Page 56, of the Public Records of Dade County, Florida, formerly known as Lots 8, 10 and 12, Block 303 of NILE GARDENS SECTIONS I AND II as recorded in Plat Book 31, Page 42, of the Public Records of Dade County, Florida.

Parcel 2:
The South 56 feet of the North 106 feet of the East 1/2 of Tract 303 of the REVISED PLAT OF PORTIONS OF BLOCKS 301-302-303 OF NILE GARDENS SECTION ONE, as recorded in Plat Book 38, at Page 56, of the Public Records of Dade County, Florida, formerly known as Lot 7 and the North 6 feet of Lot 9, of Block 303 of NILE GARDENS SECTIONS I AND II, according to the Plat thereof, recorded in Plat Book 31, at Page 43, of the Public Records of Dade County, Florida.

SURVEYOR'S NOTES:

- The Legal Description was provided by the Client from most recent County Records available.
 - This is not a Certification of Title, Zoning, Easements, or Freedom of Encumbrances. **ABSTRACT NOT REVIEWED.**
 - There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of **ABSTRACT OF TITLE** will have to be made to determine recorded instruments, if any affecting this property.
 - No attempt was made by this firm to locate underground utilities, foundations and/or footings of buildings, walls or fences, except as shown hereon, if any.
 - Underground utilities are **not** depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
 - Contact the appropriate authority prior to any design work on the herein - described parcel for Building and Zoning information.
 - The surveyor does not determine fence and/or wall ownership.
 - Accuracy:**
The Horizontal positional accuracy of well-defined improvement on this survey is +/-0.2'.
The Vertical accuracy of elevations of well-defined improvement on this survey is +/-0.1'.
 - All measurements shown hereon are made in accordance with the United States Standard Feet.
 - Type of survey **SKETCH OF SURVEY.**
 - North arrow direction as shown on the aforementioned Plat.
 - Elevations shown hereon are relative to **National Geodetic Vertical Datum (1929 Mean Sea Level)**
 - Benchmark Used: Miami-Dade County Benchmark.
 - Flood Zone Data: Community Panel # 120657/0119/L Dated: 9/11/09
Flood Zone: "X" Base Flood Elevation = NA
 - This SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party.
- 3400 LLC

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY:
That this Survey meets the intent of the required Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Printed Copies are Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Digital Copies are Not valid without an electronic authorized signature of a Florida Licensed Surveyor and Mapper. The Date and Time shown on the digital signed stamp does Not represent the survey field date. Additions or deletions to this survey by other than the signing party are prohibited without written consent of the signing party.

For the Firm Royal Point Land Surveyors, Inc LB# 7282
 JACOB GOMIS, PROFESSIONAL SURVEYOR AND MAPPER LS# 6231 STATE OF FLORIDA
 PABLO J. ALFONSO, PROFESSIONAL SURVEYOR AND MAPPER LS# 5880 STATE OF FLORIDA

This Document is not full and complete without all Sheets, Containing a total of (1) Sheets

ROYAL POINT LAND SURVEYORS, INC. LB# 7282
 info@RoyalPointLS.com
 6175 NW 153rd STREET, SUITE 321, MIAMI LAKES, FL 33014 *** TEL: 305-822-6062 *** FAX: 305-827-9669

3400 LLC
 3400 NW 135 STREET, OPA-LOCKA, FLORIDA 33054

SKETCH OF SURVEY

NO.	DATE	DESCRIPTION	BY	APP.

DRAWN: J.G.
 CHECKED: P.J.A.
 SCALE: AS NOTED
 FIELD DATE: 07/23/2024
 JOB No.: RP24-0951

SHEET: **1** OF 1 SHEET

Sponsored by: City Manager

ORDINANCE NO.24XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE REGULATION OF EXISTING OUTDOOR OFF-PREMISE ADVERTISING DISPLAYS/BILLBOARDS ("BILLBOARDS") LOCATED WITHIN THE CITY OF OPA-LOCKA; PROVIDING REQUIREMENTS FOR CONVERTING EXISTING, LEGALLY NONCONFORMING BILLBOARDS LOCATED WITHIN THE HIGH TRAFFIC AREAS INTO DIGITAL BILLBOARDS; PROVIDING CRITERIA FOR DISTANCE SEPARATION; PROVIDING VOLUNTARY FUNDING REQUIREMENTS AND PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City has previously adopted Ordinance 16-04 regulating outdoor off-premises advertising displays/billboards ("Billboards") within the municipal limits of the city, which provided for opting out of the provisions of Chapter 33, Article Vi, Division 5, Entitled Commercial Signs on Expressway Right-Of-Way, of the codes of Miami-Dade County, section 33-121.11, so that said provisions would not apply within the jurisdiction of the City of Opa-Locka; and

WHEREAS, upon recommendation of the City's Planning and Community Development Department, and the City Commission desire to adopt several technical amendments to the City's existing Billboard Ordinance 16-04, including but not limited to distance separation requirement, height requirements, voluntary funding requirements and construction requirements; and

WHEREAS, the City Commission hereby adopts by this reference for the sake of simplicity, all previous legislative findings and references to legal authority made by the City Commission including, but not limited to those set forth in Ordinance 16-04, supporting the regulation of Billboards within the municipal limits of the City; and

WHEREAS, the City Commission finds that NW 27th Avenue, NW 135th Street, NW 22nd, NW 42nd Avenue and the NW 37th Avenue, are the highest traffic corridor with the most intense commercial land uses within the city; and

WHEREAS, given the character of these the City Commission finds that affording the opportunity to convert existing nonconforming billboard located within these corridors to a digital sign may be more compatible with the corridor than the existing billboards provided certain terms and conditions for the conversion can be negotiated with the sign and property owner.

WHEREAS the City Commission of the City of Opa-locka, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of the City of Opa-locka.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF OPA-LOCKA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Commission of the City of Opa-locka.

Section 2. Amendment to Section ____ of the City Code. The City of Opa-locka Code of Ordinances, Section 16-77 is hereby amended as follows (underlined type indicates additions and strikeout type indicates deletions, while asterisks (***) indicate a deletion from the Ordinance of text existing in Section I 6-77.

Billboard location and placement requirements.

Exhibit ‘A’

Billboard location and placement requirements.

(1)

Billboards shall not be permitted in any R-1 zones within the city, nor shall they be permitted in any other zone within the City that shall be classified for any type of residential use or use that shall include residences (exclusive of any permitted residential unit in an industrial or commercial zone, or hotel or motel). Billboards shall be permitted solely within B-2, B-3, 1-1, 1-2, 1-3 and 1-4 zones within the City provided that such billboards do not abut or face R-1. Billboard site abutting or facing any other zone which includes residential housing or units, and further provided that such billboard is at least 250 feet from the nearest R-1 or other residential zone, which may be approved by special exception.

(2)

There shall be a linear separation of 2,000 feet between all digital displays in the City facing the same direction of traffic. There shall be a linear separation of 1,000 feet between all other billboards, including the distance between digital and non-digital billboards, located on the same named roadway within 660 feet and viewable from any highway, specifically including but not limited to NW 27th

NW 42nd Avenue/US 7/SR 9, the Gratigny Expressway, Lejeune- Douglas Connector, N.W. 135th Street, Opa-locka Boulevard and N.W. 22nd Avenue. The linear separation between all other billboards, including the distance between digital and non-digital billboards, on the same named roadway located within the City shall be 1,000 feet. In no event, shall the distance between billboards of any type be less than 500 feet. The linear separation shall be measured from the center point of any proposed or existing billboard support whether monopole or otherwise to the center point of any other billboard support whether monopole or otherwise, regardless of direction.

Distances Required Between Billboards

<u>Required distance between digital billboards</u>	<u>Anywhere within the City</u>	<u>2,000 feet between any digital display facing same direction of traffic</u>
<u>Required distance between digital billboards and non-digital billboards</u>	<u>Located on the same named roadway within 660 feet and viewable from any highway</u>	<u>1,000 feet between each digital billboard and non-digital billboard</u>
<u>Required distance between non-digital billboards</u>	<u>Located on the same named roadway within 660 feet and viewable from any highway</u>	<u>1,500 feet between each non-digital billboard</u>
<u>Required distance between digital and non-digital billboards</u>	<u>Not located on the same named roadway within 660 feet and viewable from any highway</u>	<u>1,000 feet between each digital billboard and non-digital billboard</u>
<u>Required distance between non-digital billboards</u>	<u>Not located on the same named roadway within 660 feet and viewable from any highway</u>	<u>1,000 feet between each non-digital billboard</u>
<u>Type of Billboards</u>	<u>Location of Billboards</u>	<u>Required Distance Between Billboard</u>

- (3) No billboard and/or digital billboard shall be located closer than 500 feet from the intersection of any road or highway with any other road or highway.
- (4) No part of any new billboard shall be constructed closer than 15 feet and no further than 660 feet from the right-of-way line along the road, street or highway adjacent to the property on which the billboard exists or is to be constructed, regardless of direction. This section shall not apply to property located between N.W. 27th Avenue, which shall maintain side and rear setbacks of 15 feet from the property line. This section shall not apply to existing billboards or billboards converted to digital billboards.
- (5) Side and rear setbacks of the property on which any billboard is constructed shall be 20 feet and 30 feet respectively, which setbacks shall be measured from the property line to the nearest point of the billboard structure, regardless of direction. This section shall not apply to property located between N.W. 27th Avenue, which shall maintain side and rear setbacks of 15 feet from the property line.

Billboard Construction Specifications.

- (1) Each billboard shall be constructed on a monopole and shall be constructed and designed pursuant to other standards as established by this section and the Florida Building Code, as may be amended from time to time, which is hereby incorporated by reference as if set forth completely herein. All billboards should have a minimum wind load capacity of 145 miles per hour.
- (2) The sign face of all billboards shall not exceed 14 feet in height and 48 feet in width, nor shall it exceed 672 square feet. Embellishments shall be permitted if they shall not exceed 15 percent of the square footage of the sign face. In no event shall the height of a billboard exceed 64 feet when measured from the crown of the nearest existing street or road to the top edge of the billboard. In no event shall the bottom edge of any billboard, inclusive of embellishments, be lower than 16 feet when measured from the crown of any existing street or road.
- (3) No billboard shall be erected in such a way so that the sign face overhangs any physical structure, building or road right-of-way, nor shall a billboard be constructed on the roof or wall of any structure or building. However, signs less than 3.2 square feet shall be permitted to be constructed on the roof or wall of any structure or building if they contain noncommercial copy or onsite advertising messages. In no event shall any commercial

copy, unless limited to onsite advertising messages, be placed on the roof or wall of any structure or building.

(4)

Each billboard is limited to no more than two sides with one sign face per side, except as otherwise stated herein.

(5)

Advertising of Tobacco adult businesses/entertainment, or obscene or offensive materials on any billboard shall be prohibited. Advertising of alcohol shall not be permitted within 500 feet of, or face any residential properties, schools, or churches. Advertising of alcohol shall be limited to 50 percent of the content of any digital billboard.

(6)

No neon or fluorescent colors shall be used in the design or construction of a billboard.

(7)

All plans and/or structural requirements referenced herein shall be reviewed by an engineer to ensure conformance with this section, and to determine costs to be paid by billboard owner/operator and/or property owner/lessee and/or to be reimbursed by billboard owner/operator and/or property owner/lessee to the city.

(8)

No sign shall be so located as to constitute a danger to public safety.

(9)

No sign shall exhibit thereon any lewd or lascivious matter.

(10)

No sign shall be attached to trees, utility poles or any other unapproved supporting structure.

(11)

Roof signs are prohibited in all the districts.

(12)

No signs shall be erected or painted on fence and wall enclosures in residential districts. Fence and wall signs shall be prohibited in the residential districts.

(13)

Even if not classified as a sign, blinking or flashing lights, streamer lights, pennants, banners, streamers, and all fluttering, spinning or other type of attention attractors or advertising devices are prohibited except for national flags, flags of bona fide civic, charitable, fraternal and welfare organizations and further except during recognized holiday periods such attention

attractors that pertain to such holiday periods may be displayed on a temporary basis during such periods. The flags permitted by this subsection shall not be used in mass to circumvent this subsection by using said flags primarily as an advertising device.

(14)

No revolving or rotating sign shall be permitted or erected except as a permanent sign in commercial and industrial zoning districts. Such signs shall be illuminated by internal lighting only.

(15)

Any signs which are not traffic signs as defined in Miami-Dade County Code Section 33-94(b) which use the word "stop" or "danger" or present or imply the need or requirement of stopping, or which are copies or imitations of official signs. Red, green or amber (or any color combination thereof) revolving or flashing light giving the impression of a police or caution light is a prohibited sign, whether on a sign or on an independent structure.

(16)

Portable signs unless otherwise authorized by law shall be prohibited, including those that are tied down with metal straps, chaining, or otherwise temporarily anchored to an existing structure or other similar method of anchoring.

(17)

Signs painted or affixed in any manner to any vehicle, trailer or pickup truck, van or similar transportable device and which is used to advertise a place of business or activity as viewed from a public road shall be prohibited. This shall not be interpreted to prohibit identification of commercial vehicles provided such vehicles are operational and moved and used daily for delivery or service purposes and are not used, or intended for use, as portable signs. This sign shall also not be interpreted to apply to buses, taxicabs, and similar common carrier vehicles which are licensed or certified by the town or other governmental agency.

(18)

A sign that significantly covers, interrupts or disrupts the major architectural features of a building.

(19)

Abandoned signs.

(20)

All signs located on or over public property or right-of-way, except those installed by governmental agencies.

(21)

All inflatable signs such as balloons.

(22)

Temporary and election signs.

(23)

Any sign that is not specifically allowed under the provisions of this section.

(g)

Area surrounding billboards., The area surrounding all newly erected billboards within the town shall contain a circular paved concrete area with a radius of 15 feet. The concrete shall be poured with a thickness of no less than six inches. This concrete area shall be maintained in good condition.

(h)

Digital billboards. Existing billboards may be converted to digital billboards subject to all applicable regulations within this section, as well as the following additional limitations:

(1)

Digital billboards shall be located, designed, constructed and maintained in compliance with the provisions of this section.

(2)

New construction of digital billboards shall be prohibited, except for the replacement of legally nonconforming billboards or existing billboards, in conformance with this subsection (h), shall be in accordance with approved areas.

(3)

There shall be no conversion of billboards to digital billboards without compliance with state requirements.

4)

Digital billboard displays shall contain static messages only, and shall not display movement, or the appearance or optical illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign, including the movement or appearance of movement of any illumination or the flashing, scintillating or varying of light intensity.

(5)

Each message on the sign face shall be displayed for a minimum of six seconds. The time to completely change from one message to the next is a maximum of two seconds. The change of message shall occur simultaneously for the entire sign face. The digital billboard shall contain a default design that will hold the sign face in one position if a malfunction occurs.

(6)

Digital billboards shall display messages from one sponsor at a time and for not more than one product.

(7)

Digital billboards shall not operate at brightness levels of more than 0.3-foot candles above ambient light, as measured using a foot candle meter at a pre-set distance. Pre-set distances to measure the foot candles impact vary with the expected viewing distances of each size sign as follows:

Measurement distance criteria:

0-350 square feet to be measured 150 feet from source.

351-650 square feet to be measured 200 feet from source.

651-672 square feet to be measured 250 feet from source.

(8)

Each digital billboard must come equipped with automatic dimming photocell technology which automatically adjusts the brightness based on ambient light conditions.

(9)

Upon a space available basis, a digital billboard owner/operator shall allow City-approved public service announcements to be displayed on the billboards without remuneration. Any such public service announcement may be removed by the billboard owner/operator in the event that space so occupied by the public service announcement is leased or rented to third parties by the billboard owner/operator. The cost of preparation and installation of such public service announcements shall be paid by the City. Billboard owner/operator shall agree to give the town 96 hours' notice of the anticipated space availability on the billboard for the public service announcements at the town's annual request or during hurricane season, which shall begin on June 1st and end on November 30 of each year.

(10)

A digital billboard owner/operator shall display within four hours, when requested by the City, emergency information important to the traveling public. Such emergency information includes, but is not limited to, Amber Alerts, as referenced in F.S. § 937.021, natural disaster directives, and other community emergency notifications as deemed necessary by the City Manager or his/her designee.

(11)

The technology currently being deployed for digital billboards is LED (light emitting diode), but there may be alternate, preferred and superior technology available in the future. Any other

technology that operates under the maximum brightness stated above shall not require an ordinance change for approval.

(12)

Notwithstanding any provision herein to the contrary, a currently existing, legal, freestanding billboard, whether bulletin or poster size, may be reconstructed in its existing location, or on the same parcel of property, pursuant to a reconstruction agreement between the sign owner and the town, approved by resolution of the City Commission. Conversion of existing billboards to LEDs will require execution of an agreement to be approved by the City Commission.

Agreement and Foundation contributions for conversions to digital billboards.

(1)

Purpose. The purpose and intent of this section is to allow conversions to digital billboards within the city and to accept offsetting and mitigating voluntary contributions ("contributions") to the Foundation to be used to maintain and improve the aesthetics, quality of life and safety within the City. The City's regulations concerning the placement, size, structure, and special conditions on private property within the town shall comply with state law, rules and regulations, but to the extent that City regulations are supplemental or more stringent than state law, the City regulations shall prevail so long as such regulations do not conflict with state law. As a condition to the issuance of the building permit to convert to a digital billboard, the following is required:

a. An initial nonrefundable permitting fee shall be \$500.00 for each sign face, which shall be paid at time the building permit application is presented to the City.

b. A restrictive covenant running with the property, with an opinion of title, in a form satisfactory to the city attorney assuring that the billboard owner, billboard operator, and, if different, property owner/lessee, agree not to challenge the validity of the ordinance, and that should the ordinance be nullified by court action, the town will have an easement onto the property to assure removal of the digital billboard; and

c. A signed acknowledgement by the billboard owner, billboard operator, and, if different, property owner/lessee of the following statement:

THIS PERMIT IS EXPRESSLY ISSUED IN RELIANCE ON THE CONTINUED VALIDITY OF ORDINANCE NO.16-04 (THE "ORDINANCE"). AMONG OTHER THINGS, THE ORDINANCE ACKNOWLEDGES A VOLUNTARY CONTRIBUTION TO THE FOUNDATION AS IS HEREIN PROVIDED. AS A CONDITION OF THIS BUILDING PERMIT, BILLBOARD OWNER, BILLBOARD OPERATOR, AND, IF DIFFERENT, PROPERTY OWNER/LESSEE, EXPRESSLY AND VOLUNTARILY

WAIVE ANY RIGHT TO CHALLENGE THE VALIDITY OF THE ORDINANCE AND AGREE TO INDEMNIFY THE CITY AND THE FOUNDATION ITS PRORATED SHARE OF ALL REASONABLE COSTS AND FEES INCURRED BY THE CITY AND THE FOUNDATION ARISING FROM ANY LAWSUIT OR ADMINISTRATIVE ACTION CHALLENGING THE VALIDITY OF THE ORDINANCE. ALSO, IT IS AN EXPRESS CONDITION OF THIS BUILDING PERMIT THAT THE BILLBOARD OWNER, BILLBOARD OPERATOR, AND, IF DIFFERENT, PROPERTY OWNER/LESSEE AGREE THAT SHOULD THE ORDINANCE BE DEEMED INVALID BY A COURT OR OTHER AUTHORITY SUCH THAT THE CITY IS UNABLE TO RECEIVE THE CONTRIBUTION TO THE FOUNDATION, THE DIGITAL BILLBOARD AUTHORIZED BY THIS BUILDING PERMIT SHALL BE REMOVED IMMEDIATELY. IN SUCH CASE, THE BILLBOARD OWNER, BILLBOARD OPERATOR, AND, IF DIFFERENT, PROPERTY OWNER/LESSEE ALSO EXPRESSLY AND VOLUNTARILY AGREE TO ANY AND ALL LEGAL REMEDIES AVAILABLE TO THE CITY TO REMOVE SUCH DIGITAL BILLBOARD INCLUDING INJUNCTIVE RELIEF AND ATTORNEY'S FEES AND COSTS. FINALLY, TRANSFER OF THIS BUILDING PERMIT SHALL BE CONDITIONED ON TRANSFEREE'S EXPRESS AND VOLUNTARY

(2)

Contributions. For each non-digital billboard which is converted to a digital billboard, the contribution for the digital billboard conversion shall be **\$150,000.00**, which is non-refundable. **\$75,000.00** shall be due within ten days of the issuance of the building permit for the digital billboard conversion. The remaining **\$75,000.00** shall be due within ten days of the issuance of a certificate of use and occupancy or final inspection, whichever is earlier. The foregoing contribution shall be paid to the Foundation for the legal recourse engaged by the City.

(3)

Indemnification of City and Foundation. The billboard owner, billboard operator, and, if different, property owner/lessee, shall agree to indemnify the City and the Foundation, and its officers and agents, for all attorney's fees and costs incurred by the city and the Foundation arising from any lawsuit or administrative procedure challenging the validity or enforceability of the ordinance. Each billboard owner, billboard operator, and, if different, property owner/lessee obtaining a building permit under the ordinance shall be responsible for a pro rata share of any such attorney's fees and costs.

(i)

Standards for converting existing billboards to digital billboards. Existing billboards, including legally nonconforming billboards and support structures conforming to all applicable provisions within this section may be replaced or reinforced to accommodate a digital billboard, provided that the dimensions of the billboard are not increased, and the

billboard is replaced in the same location as the previous billboard in compliance with the following:

A building permit from the City shall not be granted for any off-premises billboard sign without the applicant having first obtained a State of Florida outdoor advertising permit ("state permit"). However, in the event of a discrepancy between the provisions of FOOT permitting requirements and this chapter, the more restrictive regulations shall apply. The applicant will submit a FOOT Form 575-010-04 ("FOOT Form") to the town, which will be stamped on the date received. The City's signature on FOOT Form shall constitute approval of the location of the off-premises billboard sign for the purposes of holding and maintaining spacing requirements.

All FOOT forms shall be processed within ten business days after submittal to the City and shall be processed in the order the City received them.

(1)

The height of the digital billboard shall not exceed the height of the previous billboard that is being converted to digital billboard. Notwithstanding this paragraph, the billboard may be relocated so as not to exceed the height limit and adjustments as described below.

(2)

The location of the replacement digital billboard shall not vary more than five feet in a side-to-side or front- to-back direction from the previous location. In no case shall the replacement digital billboard be located closer than three feet from a front property line unless already existing in that location.

(3)

The position of the digital billboard sign face shall not vary more than ten degrees of rotation from the previous position.

(4)

Digital billboards shall not contain moving or changing visuals, other than changing from one static image to another, as specified elsewhere in this section.

(5)

Illegal billboards may not be converted to digital billboards.

(6)

There shall be a linear separation of 2,000 feet between digital displays facing the same direction of traffic.

(7)

In the event that a billboard is converted to a digital billboard, the digital billboard shall be

deemed a new billboard, and a new yearly business license fee shall be paid.

(k)

Tri-vision billboard. Tri-vision billboards are a type of billboard and are therefore subject to the same requirements as billboards and digital billboards. The conversion of billboards to Tri-vision billboards shall be conducted in accordance with the conversion to digital billboards as stated in subsection (h) of this section.

Each message on the sign face must be displayed for a minimum of six seconds. The louver rotation time to completely change from one message to the next is a maximum of two seconds. The change of message shall occur simultaneously for the entire sign face. The Tri vision billboard shall contain a default design that will hold the sign face of the sign in one position if a malfunction occurs. Tri vision billboards shall display messages from one sponsor at a time, one product.

(l)

Inspections. The Building Director or his duly authorized inspectors shall have the right to visit any site where a sign is being or has been erected or enter any building where a sign is being or has been constructed for installation within the town, during reasonable hours, in the discharge of their official duties, for the purpose of making any inspection necessary.

(m)

Inventory. By October 1st of each year, billboard owner/operator shall provide to the City a written inventory of every billboard under the billboard owner/operator's control. This written inventory shall include the locations of each billboard by address and an aerial map, which may be obtained from the Miami-Dade County Office of the Property Appraiser.

(n)

Insurance. Billboard owner/operator shall not commence construction, installation, or any other work relating to the billboard and the site until the billboard owner/operator has obtained all insurance required under this section and such insurance has been approved by the City Attorney or his designee, nor shall billboard owner/operator allow any contractor or subcontractor to commence work until insurance has been obtained and approved.

Billboard owner/operator shall, at its own expense, provide the City with liability insurance for bodily injury and property damage to protect the town against damage, costs, and attorney's fees arising out of accidents or occurrence of any kind. The insurance shall include liability coverage limits of not less than \$2,000,000.00 for the injury or death of one or more persons and \$100,000.00 for property damage. The above coverage shall be always maintained and remain in force. The town shall be named as an additional insured on all such policies.

Billboard owner/operator shall provide certificates of insurance evidencing the required insurance to the town, prior to the construction, installation or any other work at the site of the billboards. These certificates of insurance shall contain a provision that coverage afforded under these policies will not be cancelled without at least 30 days prior written notice to the City Clerk via certified return receipt United States mail by the insurer.

Insurance policies shall be issued by entities authorized to do business under the laws of the State of Florida and shall have adequate policyholders and financial ratings in the latest ratings of A.M. Best and be part of the Florida Insurance Guarantee Association Act. The A.M. Best rating shall be no less than "A."

(o)

Failure to maintain insurance. If billboard owner/operator fails to maintain any of the coverages described above, the town may obtain insurance coverage, at City's option and billboard owner/operator's expense. The City is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover the City but may or may not protect the billboard owner/operator, or their property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Billboard owner/operator acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that billboard owner/operator could have obtained. Any amounts disbursed by the City under this section shall become additional debt of the billboard owner/operator. These amounts shall bear interest at the statutory interest rate from the date of disbursement and shall be payable, with such interest, upon notice from the town to the billboard owner/operator requesting payment.

(p)

Legally conforming billboards and illegal billboards: Any billboard otherwise legally existing within the City on the effective date of the ordinance from which this section derives, or any billboard legally existing within any area annexed to the City after the effective date of the ordinance from which this section derives which does not conform to the requirements of this section shall be deemed a legally nonconforming billboard.

Any billboard which was erected, operated, or maintained without permit shall be deemed an illegal billboard and shall be immediately removed by the billboard owner/operator and/or the property owner/lessee. Additionally, a legally nonconforming billboard will lose its nonconforming status and become an illegal billboard at such time as it fails to be permitted or maintained in accordance with all applicable laws, rules, ordinances, or city codes.

If a billboard is not in compliance with the applicable codes, the City will provide a cure plan to correct the violations within a reasonable period of time. If the billboard remains in noncompliance after the expiration of the curative time period, then the billboard shall

become an illegal billboard and shall be removed immediately. If a billboard owner/operator does not recertify the billboard as provided herein, the billboard shall become an illegal billboard and shall be removed immediately.

(q)

Business & Certificate of Use. Billboard owners/operators, by virtue of erecting, maintaining, converting, or owning a billboard within the City, agree to pay an annual fee for the use of the billboards.

r)

Indemnity. Billboard owners/operators, by virtue of erecting, maintaining, converting, or owning a billboard within the City, agree to defend, indemnify up to \$5,000,000.00, and hold harmless the City and the Foundation, their officers, agents, employees, attorneys, appointees, designees and consultants from and against any and all claims, suits, actions, damages, and causes of action whatsoever, and resulting in personal injury, loss of life, or damage to property sustained by any person or entity, or as a result of doing work herein authorized or for the failure to do work herein required, unless caused by the negligence of the town, its officers, agents, or employees.

Billboard owner/operators hereby agree to defend and indemnify the City for liabilities incurred by, or in connection with, any such claims, suits, actions or causes of action, including investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof, including but not limited to all reasonably incurred attorney's fees and costs, including preparation and investigative costs, payable as they are incurred within 15 days of the rendition of the invoice therefore, including such fees and costs for pre-trial, trial, post-trial, and appellate proceedings. In defending the City against any claim or litigation arising from any billboard, the billboard owner/operator shall retain an AV-rated attorney. Nothing in this section shall be construed to affect in any way the town's rights, privileges, and immunities under the Doctrine of Sovereign Immunity and as set forth in F.S. § 768.28.

(s)

Vehicle signs prohibited. All efforts and attempts to circumvent this section by placing a sign on a stationary vehicle where the sign displays commercial copy are prohibited.

(t)

Failure to comply with section. Failure of a billboard owner/operator to comply with this section shall subject the billboard owner/operator to a fine of up to \$250.00 per day for a first violation, and up to \$500.00 for a repeat violation.

Section 3: Conflicts: All ordinance or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this ordinance

are hereby repealed to the extent of such conflict.

Section 4: Severability: Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence, clause or work be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part hereof other than the part declared invalid.

Section 5: Effective Date: This ordinance shall become effective on the passage of the second and final reading.

PASSED ON FIRST READING THIS ____ DAY OF _____, 2024

PASSED AND ADOPTED ON SECOND READING THIS ____ DAY OF _____, 2024

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Kelley	_____
Commissioner Williams	_____
Commissioner Bass	_____
Vice-Mayor Irvin	_____
Mayor John Taylor	_____

1st Reading: April 13, 2016
2nd Reading: May 11, 2016
Public Hearing: May 11, 2016
Adopted: May 11, 2016
Effective Date: May 11, 2016
Sponsored by: City Manager

ORDINANCE NO. 16-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, OPTING OUT OF THE PROVISIONS OF CHAPTER 33, ARTICLE VI, DIVISION 5 ENTITLED “COMMERCIAL SIGNS ON EXPRESSWAY RIGHT-OF-WAY”, OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, PURSUANT TO MIAMI-DADE COUNTY CODE § 33-121.11, IN ORDER THAT SUCH PROVISIONS SHALL NOT APPLY TO SIGNS LOCATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF OPA-LOCKA, FLORIDA; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County Code § 33-121.10 et. seq. enacted commercial sign regulations on expressway right-of-way, including a prohibition of outdoor advertising signs or billboards within 200 feet of a right-of-way lines of an expressway and a prohibition of other signs, with certain exceptions, within 600 feet of a right-of-way lines of an expressway; and

WHEREAS, pursuant to Miami-Dade County § 33-121.11, municipalities can elect to opt out of the provisions of the County’s regulations concerning commercial signs on expressway right-of-way by ordinance; and

WHEREAS, since 1992, the City of Opa-locka has prohibited the construction of new billboards and accordingly, all billboards have been approved or permitted prior to the date fo the prohibition in 1992 and accordingly, have acquired legal nonconforming status; and

WHEREAS, since billboards (outdoor advertising or Class C signs under Miami-Dade County Code) are prohibited, the prohibition acts as the City’s regulation of billboards; and

WHEREAS, the City provides for sign regulations of all types of commercial point-of-sale signs pursuant to the provisions of Section X of the Opa-locka Land Development Code, and

Ordinance No. 16-04

depending on the zoning district designation of the property where the sign is located, may also provide additional limitations or restrictions on commercial signs.

WHEREAS, the City of Opa-locka finds that it is in the best interest of the general welfare of the community to opt out of the provisions of the Miami-Dade County Code §§ 33-121.10 et seq.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, THAT:

Section 1. The City of Opa-locka, Florida hereby opts out of the provisions of Chapter 33, Article VI, Division 5 entitled “Commercial Signs on Expressway Right-of-Way”, of the Code of Miami-Dade County, Florida pursuant to Miami-Dade County Code § 33-121.11 in order that such provisions shall not apply to signs located within the territorial limits of the City of Opa-locka, Florida.

Section 2. Repeal of Ordinances in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Penalties. Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.


Section 4. Severability Clause. If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 5. Codification

Section 6. Effective Date. This ordinance shall become effective immediately upon adoption.

PASSED and ADOPTED this 11th day of May, 2016.

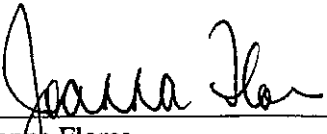
Ordinance No. 16-04




Myra Taylor
Mayor

Attest to:

Approved as to form and legal sufficiency:



Joanna Flores
City Clerk



Vincent T. Brown, Esq.
The Brown Law Group, LLC
City Attorney

Moved by:	VICE MAYOR HOLMES
Seconded by:	COMMISSIONER SANTIAGO
Commission Vote:	4-0
Commissioner Kelley:	YES
Commissioner Pinder:	NOT PRESENT
Commissioner Santiago:	YES
Vice-Mayor Holmes:	YES
Mayor Taylor:	YES

DIVISION 5. - SIGNS ON EXPRESSWAY RIGHT-OF-WAY⁽⁸⁾

Footnotes:

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Editor's note— Ord. No. 22-4, § 2, adopted Jan. 19, 2022, amended the title of Div. 5 to read as herein set out. The former Div. 5 title pertained to Commercial Signs On Expressway Right-of-Way.

Sec. 33-121.10. - Definitions.

Except as expressly provided in this division, the provisions of this division shall be subject to the definitions, categories of sign content and sign structures, and other requirements and prohibitions set forth in divisions 1 through 3. In addition, the following words and phrases are hereby defined as provided in this section, unless the context clearly indicates otherwise.

- (a) "Expressway" shall mean the following, whether now existing or as may be later constructed or designated: limited access rights-of-way and facilities and related approaches, viaducts, bridges, interchange facilities, and service roads; and any portion of the interstate highway system.
- (b) "Applicable regulations" shall mean any pertinent zoning, building or other regulations in effect in the incorporated or unincorporated areas of Miami-Dade County or the State of Florida.
- (c) "Protected areas" shall mean all property in Miami-Dade County within 600 feet of the right-of-way of any expressway right-of-way.
- (d) "Oriented" shall mean, in the case of detached signs, placed at a 90 degree angle to the street being serviced; and in the case of pylon signs, shall mean that the pylon is projected at a 90 degree angle from the building and is no more than 20 percent of the width of the building.

(Ord. No. 63-26, § 1, 7-2-63; Ord. No. 83-53, § 1, 7-5-83; Ord. No. 85-36, § 1, 6-6-85; Ord. No. 00-32, § 1, 5-9-00; Ord. No. 22-4, § 2, 1-19-22)

Sec. 33-121.11. - Applicability.

- (a) This division shall apply to both the incorporated and unincorporated area, except that, notwithstanding Section 33-82, this division shall not apply in those municipalities that by ordinance have opted out of this division and have established their own regulations of signs in proximity to expressways.
- (b) A copy of each municipal ordinance establishing regulations differing from this division shall be filed with the Director within 15 days after adoption by the municipality.
- (c) It is further provided that any municipality that has not opted out of this division may establish and enforce more restrictive regulations as such municipality may deem necessary.

(Ord. No. 63-26, § 2, 7-2-63; Ord. No. 83-53, § 2, 7-5-83; Ord. No. 85-36, § 2, 6-6-85; Ord. No. 07-84, § 1, 6-26-07; Ord. No. 22-4, § 2, 1-19-22)

Sec. 33-121.12. - Signs restricted in protected areas.

It shall be unlawful hereafter for any person, firm or corporation, or any other legal entity to erect, permit or maintain any sign in protected areas, except as provided for hereinafter.

(Ord. No. 63-26, § 3, 7-2-63; Ord. No. 22-4, § 2, 1-19-22)

Cross reference— Commercial signs prohibited along expressways, § 21-23.1.

Sec. 33-121.13. - Regulations on signs in protected areas.

Erection of the following signs shall be permitted in protected areas where consistent with the applicable zoning district or as otherwise provided herein, subject to the conditions and limitations listed herein and further subject to other applicable regulations where such regulations are more restrictive or more definitive than the provisions of this division and are not inconsistent therewith:

(a) *Class A signs.*

- (1) Class A signs are permitted only where they: are located and oriented to serve streets other than an expressway; and are located at least 100 feet from the expressway right-of-way.
- (2) It is provided, however, that such signs may serve and be oriented to an expressway if the property concerned abuts the expressway right-of-way and is not served by a parallel expressway service road or is abutting the expressway right-of-way and has direct, permanent legal access to the expressway.
- (3) In no event shall any Class A sign be larger than 120 square feet.

(b) *Class B signs.*

- (1) Class B signs, including pylon signs, are permitted only where they are located on and oriented to the frontage on the street which provides actual and direct access to the front or principal entrance of the place of business.
- (2) In addition, on corner lots, a second Class B sign will be permitted, provided that the same is not larger than 40 square feet and is located on and oriented to the street frontage of the street other than the one serving the principal entrance of the place of business.
- (3) Wall signs within 200 feet of an expressway shall be confined to the wall of the building containing the principal entrance, except that a wall sign may be placed on one other wall of such building and shall be limited to ten percent of such other wall area. In no event shall any detached Class B sign be erected within the protected area which is greater in height than 25 feet above the average grade of the premises concerned.

(c) *Class C signs.*

- (1) Notwithstanding any other provisions to the contrary, Class C signs, whether detached or wall signs, may be erected within protected areas in all zoning districts where such structures are permitted pursuant to Section 33-107, provided that all of the conditions in Section 33-107 and the following chart are met; in the event of a conflict, this section shall control:
 - (i) *Minimum Setbacks:* Signs shall be set back from the official right-of-way line at least 15 feet.
 - (ii) *Minimum Distance to Another Class C Sign on the Same Side of an Expressway (Digital or Static):*

- The minimum distance between Class C signs on the same side of an expressway, whether detached or wall signs, shall be 1,500 feet.

- Cantilever signs with two faces shall be considered a single sign for the purposes of these requirements, provided that the structure is a double-faced sign where both faces are the same size and are secured back-to-back on vertical supports with no supporting bracing.

- V-shaped signs shall be considered a single sign for the purpose of these requirements if the two sign faces are the same size and the angle between the faces is 60 degrees or less.

(iii) *Height:*

- Total sign height of a detached sign does not exceed 50 feet; or 30 feet for signs within 300 feet of an EU or RU District boundary, as measured from the crown of the expressway to which the sign is oriented to the top of the sign.
- Total sign height of a wall sign does not exceed the maximum height of the building to which it is attached.

(iv) *Additional requirements:*

- The conditions in subparagraphs (2)(i)—(v) and paragraph (3) of subsection 33-107(g) shall not apply.

(v) *Orientation:*

- Detached Class C signs shall be primarily oriented toward the adjacent roadway and shall be subject to the requirements regarding setbacks and spacing from EU and RU districts set forth in Section 33-107(d)(4).
 - Wall signs shall not be oriented toward residential uses or residentially zoned properties.
- (2) A Class C sign that is located within a protected area and is oriented to an elevated portion of an expressway shall not be subject to the requirements of Section 33-82(b) for properties fronting a common boundary with a municipality.
 - (3) In addition, a Class C sign may be erected in a protected area if oriented to serve only streets other than expressways, subject to the following conditions:
 - (i) That in no event shall a detached sign be erected or placed closer than 200 feet to the right-of-way lines of any expressway.
 - (ii) That such sign is erected and placed only in business or industrial zoning districts which permit Class C signs under the applicable zoning regulations.
 - (iii) That no such sign shall be larger than 15 feet in width and 50 feet in length, whether single or multiple boards.
 - (iv) That no such sign is more than 30 feet above the average existing grade of the site on which such sign is erected, or the flood criteria elevation (if property is filled to such elevation) whichever is the greater.
 - (v) That no such signs shall be erected or placed within 300 feet of another Class C sign, such distance to be measured in all directions from the outermost edges of such sign.
 - (vi) That no such sign shall be erected or placed within 100 feet of any church, school, cemetery, public park, public reservation, public playground, State or national forest.
 - (vii) That such signs shall be erected and placed at right angles to the street which they are serving and shall be located within the front 70 feet of the lot or tract on which erected or shall be V-shaped signs.

- (viii) That no such signs shall be erected or placed on a street dead-ended by the expressway, between the expressway and the first street running parallel to the expressway and on the same side of the dead-end street, even though such distance may be greater than 200 feet.
- (ix) That such signs shall be erected and placed only on property conforming in size and frontage to the requirements of the zoning district in which located.
- (x) That such sign structures shall:
 - a. Be wall, cantilever, or V-shaped signs; and
 - b. Meet the conditions set forth in subsection (c)(1) to be considered a single sign.
- (4) Replacement poster boards may be erected within protected areas in accordance with Subsection 33-107(m).
- (d) Any sign which fails to conform with the provisions of this division but is not visible from any expressway due to an intervening obstruction.
- (e) Directional signs are permitted in the following locations:
 - (i) Wherever Class A, Class B, or Class C signs are permitted; or
 - (ii) Where located on a portion of a shopping center that is approved as a development of regional impact pursuant to section 380.06, Florida Statutes, or which has received a binding letter of vested rights from the State of Florida issued prior to January 1, 1980, exempting it from development of regional impact review. Any such signs shall be subject to the other provisions of this article, except that Section 33-121.15 shall not apply.

(Ord. No. 63-26, § 4, 7-2-63; Ord. No. 64-32, § 1, 7-21-64; Ord. No. 68-15, § 1, 3-5-68; Ord. No. 69-75, § 1, 10-22-69; Ord. No. 22-4, § 2, 1-19-22; Ord. No. 22-151, § 2, 11-15-22; Ord. No. 22-152, § 3, 11-15-2022)

Sec. 33-121.14. - Nonconforming signs.

- (a) Signs which have been legally erected prior to January 29, 2022 may continue to be maintained, subject to the requirements of Section 33-35.
- (b) Notwithstanding any other provision to the contrary, if approved as a special exception after a public hearing by the appropriate Community Zoning Appeals Board or, for properties within an urban center or urban area district or the RTZ District, the Board of County Commissioners, a nonconforming sign may be replaced or modernized provided the board size and height is not increased.

(Ord. No. 63-26, § 5, 7-2-63; Ord. No. 70-94, § 1, 12-15-70; Ord. No. 98-59, § 1, 5-5-98; Ord. No. 22-4, § 2, 1-19-22)

Sec. 33-121.15. - Variances.

No variances shall be granted through provisions of applicable regulations which will in any way conflict with or vary the provisions of this division.

(Ord. No. 63-26, § 6, 7-2-63)

Sec. 33-121.16. - Reserved.

Editor's note— Ord. No. 22-4, § 2, adopted Jan. 19, 2022, repealed § 33-121.16, which pertained to penalty and derived from Ord. No. 63-26, § 1, adopted July 2, 1963.

Sec. 33-121.17. - Repeal clause.

- (a) All County and municipal ordinances, County and municipal resolutions, municipal charters, special laws applying only to Miami-Dade County or any municipality in Miami-Dade County, or any general laws which the Board of County Commissioners is authorized by the Constitution to supersede, nullify, modify or amend, or any part of such ordinance, resolution, charter or law, in conflict with any provision of this division, is hereby repealed.
- (b) Provisions of this division shall not apply to signs authorized by the City of Miami pursuant to City of Miami Ordinance No. 9993 only when said ordinance has been amended by the City of Miami in accordance with the City of Miami Resolution No. 85-540.

(Ord. No. 63-26, § 8, 7-2-63; Ord. No. 83-53, § 3, 7-5-83; Ord. No. 85-36, § 3, 6-6-85)

Secs. 33-121.18, 33-121.19. - Reserved.



Memorandum

On May 11, 2016 the City of Opa-locka adopted Resolution 16-04 (See attached) to Opt-out of the provisions of Chapter 33, Article VI, Division 5 entitled "Commercial Sign on Expressway Right-Of-Way" of the Code of Miami-Dade County, Florida pursuant to Miami-Dade County Code 33-121.11 in order that such provisions shall not apply to signs located within the territorial limits of the City of Opa-locka, Florida. The Miami- Dade County Code § 33- 121. 10 et. seq. enacted commercial sign regulations on expressway right- of-way, including a prohibition of outdoor advertising signs or billboards within 200 feet of a right-of-way lines of an expressway and a prohibition of other signs, with certain exceptions, within 600 feet of a right- of-way lines of an expressway. (A copy of Miami-Dade County Code 33-121 is included for review) The City of Opa-locka has prohibited the construction of new billboards and accordingly, all billboards that were approved or permitted prior to the date of the prohibition in 1992 and accordingly, have acquired legal nonconforming status. Since billboards (outdoor advertising or Class C signs under the County Code) are prohibited, the prohibition acts as the City's regulation of billboards. The City of Opa-locka provides for sign regulations of all types of commercial point-of-sale signs pursuant to the provisions of Ordinance 15-31, Section X of the Opa-locka Land Development Code, and depending on the zoning district designation of the property where the sign is located, may also provide additional limitations or restrictions on commercial signs.

The current legislation being presented is to provide location and standards for Class C signage in the City of Opa-locka.

ORDINANCE NO. 2024-XX-XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is incumbent upon the city to ensure that properties are constructed and maintained in accordance with the City's Code of Ordinance, the City's Zoning regulations and other City Codes, including but not limited to Building Code and life safety requirements; and

WHEREAS, it has been brought to the City's attention that, under the 7th Edition (2020) Florida Building Code, Building Volume permits the use of intermodal shipping containers as commercial and residential buildings; and

WHEREAS, it has been brought to the City's attention that, the Florida Building Code permits the use of ISO Intermodal Shipping Containers Repurposed as Buildings and Building Components; and

WHEREAS, City Staff has been informed that new and used containers are being repurposed at an increasing rate and that they are being repurposed and converted into Florida Building Code, Residential and Florida Building Code, Building occupancy uses, such as office uses and as a building material, the applications are diverse as is the extent to which the container is used as a structural building element; and

WHEREAS, the primary benefits of using containers are availability, safety and security, strength and durability, mobility, speed of construction and containers were manufactured to be stackable; and

WHEREAS, Miami-Dade County and other local municipalities have adopted regulations to be able to utilize containers as prescribed by the Florida Building Code and the purpose of this Ordinance to permit use of containers in residential, commercial, industrial and civic zoning districts in accordance with the requirements of Miami-Dade County Code and Florida Building Code.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. ADOPTION OF REPRESENTATIONS.

The foregoing Whereas Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2. AMENDING ARTICLE I, CHAPTER 7 SECTION 7-1 OF THE CODE OF ORDINANCE AND SECTIONS 22-79, 22-80, 22-81 AND 22-82, OF THE LAND DEVELOPMENT REGULATIONS.

The City Commission of the City of Opa-locka hereby amends the City's Code of Ordinances, ARTICLE I, CHAPTER 7, SECTION 7-1, entitled "**LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS**" to state:

Sec. 7-1. - Florida Building Code applicable.

Pursuant to F.S. § 553.73, and the provisions of the Miami-Dade County Municipal Code, Chapter 8, the Florida Building Code, as amended from time to time, is hereby adopted as the building code of the city. The Florida Building Code includes the following four (4) volumes: Building, plumbing, mechanical, and fuel gas, and all appendices thereto, with the National Electrical Code adopted by reference. The Florida Building Code addresses container use as building structures for Residential, Commercial, Industrial and Mixed-Uses which was adopted by Miami-Dade County in Code of Ordinance Section 33-32. In the City of Opa-locka, this is applicable in Residential, Commercial, Industrial, Civic and Mixed-Use Zoning Districts.

(Code 1955, § 8-8; Ord. No. 18-07, § 2, 7-11-18)

SECTION 3. CONFLICT & REPEALER.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinances are hereby repealed.

SECTION 4. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. INCLUSION IN CODE.

It is the intention of the City Commission of the City of Opa- Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa- Locka and that the sections of this Ordinance may be renumbered or re -lettered and the word " Ordinance" may be changed to Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 6. SCRIVENER' ERRORS

Sections of this Ordinance may be renumbered or re -lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney, and without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa- Locka on second reading.

PASSED FIRST READING this ____ day of _____ 2024.

PASSED SECOND READING this ____ day of _____ 2024.

PASSED AND ADOPTED this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams _____

Commissioner Kelley _____

Commissioner Bass _____

Vice Mayor Ervin _____

Mayor Taylor _____

City of Opa-locka Code of Ordinance

Article I

Sec. 7-1. Florida Building Code applicable.

Pursuant to F.S. § 553.73, and the provisions of the Miami-Dade County Municipal Code, Chapter 8, the Florida Building Code, as amended from time to time, is hereby adopted as the building code of the city. The Florida Building Code includes the following four (4) volumes: Building, plumbing, mechanical, and fuel gas, and all appendices thereto, with the National Electrical Code adopted by reference. The Florida Building Code addresses container use as building structures for Residential, Commercial, Industrial and Mixed-Uses which was adopted by Miami-Dade County in Code of Ordinance Section 33-32. In the City of Opa-locka, this is applicable in Residential, Commercial, Industrial, Civic and Mixed-Use Zoning Districts.

(Code 1955, § 8-8; Ord. No. 18-07, § 2, 7-11-18)

(Code 1955, § 8-8; Ord. No. 18-07, § 2, 7-11-18)

Miami-Dade County Code

Sec. 33-32. - Limitations and restrictions on use of metal covering for buildings and additions.

The limitations and restrictions on the use of metal covering for buildings and additions are as follows:

- (a) That such metal buildings, their components and their use shall conform in every respect with all applicable provisions of the South Florida Building Code.
- (b) That metal sandwich-type panel units, which are approved as conforming to the standards of the South Florida Building Code shall be permitted for construction of all buildings in all zoning districts; provided, the exterior metal walls shall have a noncorrosive surface with a secondary finish, shop or field applied, or integral finish which will not reflect more than sixty (60) percent of the incident light.
- (c) That approved architecturally shaped metal structural sheets may be used for exterior wall and roof covering of buildings in BU and IU Districts and for nonresidential use buildings in the AU District and for nonresidential accessory use buildings in the RU and EU Districts, provided the same, and the use thereof are approved as conforming with all requirements of the South Florida Building Code and the proviso portion of Subsection (b) above.
- (d) Nonstructural aluminum exterior wall lap siding with baked enamel or other approved finish, which is approved as complying with standards of the South Florida Building Code, shall be permitted as veneer siding in all zoning districts.
- (e) This section is not intended to amend, repeal, modify or supersede Article V, Chapter 33 or Section 33-246(23) of this Code or to prevent the use of metal shingles as roofing, if such shingles are approved as complying with the standards of the South Florida Building Code. It is intended, however, that the provisions of this section shall supersede all reference in Chapter 33 of the Code of Miami-Dade County to requirements for masonry construction, and that type of construction shall be governed by the provisions of this section and the South Florida Building Code.

(Ord. No. 57-19, § 28, 10-22-57; Ord. No. 61-14, § 1, 4-11-61; Ord. No. 65-22, § 2, 4-6-65)