MEMORANDUM Agenda Item No. 14(A)(2)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: March 20, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Resolution authorizing the execution of a County Deed and agreement to Exchange Real Property between Miami-Dade County and the University Campus Lodge, LLC

The accompanying resolution was prepared by the Water & Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Lynda Bell.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: March 20, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution authorizing the execution of a County Deed and an Agreement to Exchange Real Property between Miami-Dade County and the University Campus Lodge, LLC

Recommendation
It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of the attached County deed upon completion of the relocation of County Pump Station 1251 located in City of Sweetwater, and an Agreement to Exchange Real Property (Agreement) with University Campus Lodge, LLC (University) pursuant to Section 125.37 of the Florida Statutes.

Scope
The subject real properties are located within Commission District 12.

Fiscal Impact/Funding Source
There is a no fiscal impact to the County. This is a one-time agreement between the County and University for the exchange of properties equal in value, appraised at $48,600 each. University will finance all costs related to the relocation of Pump Station 1251; therefore, there is no negative fiscal impact to the County's current budget or to future annual budgets as the relocation and abandonment and all related expenses will be borne by University.

Track Record/Monitor
WASD's Real Estate Manager will monitor the exchange of property.

Background
The Agreement involves the exchange of County-owned real property with property owned by University. University is proposing to construct an apartment complex for student housing and a parking lot for Florida International University. WASD's pump station is in the middle of one side of the overall property in an area needed for the proposed project. By exchanging properties, the pump station will be relocated to the corner of the proposed project, which is a more convenient location.

The property to be conveyed by the County is Folio No. 25-4006-001-0237; it is identified in the Agreement as Parcel A (see Exhibit A to the Agreement). The property to be conveyed by University is a portion of Folio No. 25-4006-001-0232; it is identified as Parcel B (see Exhibit B to the Agreement).

Parcel A is currently occupied by the Miami-Dade Water and Sewer Department's (WASD) Pump Station 1251. In order to exchange Parcel A and Parcel B, Pump Station 1251 must be relocated to Parcel B by University at its sole cost and expense. The Agreement provides

the terms and conditions through which the conveyance of the parcels will occur after University Campus Lodge, LLC relocates Pump Station 1251 to Parcel B.

Upon completion of the relocation of Pump Station 1251 to Parcel B, and the abandonment of the existing Pump Station on Parcel A, and after the County has been notified in writing of completion and has been given ten (10) business days to complete its inspection of the relocated Pump Station 1251, both parties agree to convey to each other by deed the properties described as Parcel A and Parcel B.

Pursuant to Section 125.37, Florida Statutes, the land swap has been advertised once a week for two consecutive weeks in a publication of general circulation.

County Manager/Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: March 20, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
3-20-12

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND APROVING, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, THE EXCHANGE OF CERTAIN COUNTY REAL PROPERTY LOCATED AT APPROXIMATELY S.W. 109TH AVENUE AND S.W. 7TH TERRACE FOR OTHER REAL PROPERTY OWNED BY UNIVERSITY CAMPUS LODGE, LLC OR ITS ASSIGNEE LOCATED AT APPROXIMATELY 737 S.W. 109TH AVENUE, WHICH PROPERTIES HAVE EQUAL ASSESSED VALUES OF $48,600.00; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO COMPLETE SUCH EXCHANGE OF LANDS AND TO EXECUTE THE AGREEMENT WITH UNIVERSITY CAMPUS LODGE, LLC OR ITS ASSIGNEE, IN CONNECTION THEREWITH; AUTHORIZING THE COMMISSION CHAIRPERSON OR VICE-CHAIRPERSON TO EXECUTE A COUNTY DEED; AUTHORIZING ACCEPTANCE OF A DEED FROM UNIVERSITY CAMPUS LODGE, LLC OR ITS ASSIGNEE; AUTHORIZING UNIVERSITY CAMPUS LODGE, LLC OR ITS ASSIGNEE TO RELOCATE COUNTY PUMP STATION 1251, AT ITS SOLE COST, TO THE LAND TO BE OWNED BY THE COUNTY AFTER THE EXCHANGE; AND AUTHORIZING UNIVERSITY LODGE, LLC OR ITS ASSIGNEE TO UTILIZE CERTAIN PARTS FROM PUMP STATION 1251 IN THE RELOCATION OF THE PUMP STATION

WHEREAS, the County is the owner of real property, bearing Folio Number 25-4006-001-0237, located at approximately S.W. 109th Avenue and S.W. 7th Terrace, in Miami-Dade County, Florida, legally described in Exhibit "A," attached hereto and incorporated herein (the "County Property"); and

WHEREAS, a County pump station is currently located on the County Property; and

WHEREAS, University Campus Lodge, LLC ("University") is the owner of real property located at 737 S.W. 109th Avenue, in Miami-Dade County, Florida, legally described in

Exhibit "B," attached hereto and incorporated herein (the "University Property"), which is a portion of the property bearing Folio Number 25-4006-001-0232; and

WHEREAS, the University Property may be used for County purposes including building additional student housing to be used at Florida International University, and the County Property, other than the pump station, is not needed for County purposes; and

WHEREAS, this Board finds that, pursuant to Section 125.37of the Florida Statutes, it is in the best interests of the County to exchange the County Property for the University Property; and

WHEREAS, University is willing to relocate the pump station at its sole cost and expense to the University Property as set forth in the Agreement to Exchange Property (the "Agreement") attached to the memorandum as Exhibit 1; and

WHEREAS, an appraisal was conducted of both the County Property and the University Property, and both were appraised at the same value ($48,600.00); and

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1: Incorporates and re-adopts the foregoing recitals as though fully set forth herein.

Section 2: Finds and determines that the County Property will be exchanged for the University property.

Section 3: Authorizes University or its assignee to remove and relocate, at its sole expense, the County's Pump Station 1251 from the County Property to the University Property.

Section 4: Authorizes University or its assignee to utilize parts from Pump Station 1251, which parts are more specifically identified in the Agreement attached as Exhibit 1 to the memorandum, when relocating Pump Station 1251 from the County Property to the University Property.

Section 5: Authorizes the County Mayor or County Mayor's designee to execute the Agreement with University or its assignee, in substantially the form attached to the accompanying memorandum as Exhibit 1.

Section 6: Authorizes the County Mayor or County Mayor's designee to join in such permits, licenses, approvals or other administrative documents as may be necessary for the relocation of Pump Station 1251 and co-apply with University or its assignee for a non-use variance as it pertains to the parcel currently owned by the County.

Section 7: Authorizes the Commission Chairperson or Commission Vice-Chairperson to execute and deliver a statutory County deed conveying the County Property.

Section 8: Authorizes the Commission Chairperson or Commission Vice-Chairperson to accept a deed from University or its assignee conveying the University Property and to file said deed in the public records of Miami-Dade County.

Section 9: Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or the County Mayor's designee to record the instruments of conveyance accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of March, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency: SED

Sarah E. Davis

EXHIBIT A

Parcel A:
The North 45.00 feet of the West 45.00 feet of Lot 13, Block 10, less the North 5.00 feet thereof of Sweetwater Groves, according to the plat thereof as recorded in Plat Book 8 at Page 50 of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

Parcel B
The South 45.00 feet of the East 40.00 feet of Lot 15, Block 10, of Sweetwater Groves, according to the plat thereof, as recorded in Plat Book 8 at Page 50 of the Public Records of Miami-Dade County, Florida.

AGREEMENT TO EXCHANGE PROPERTY

This Agreement made this _____ day of _____, 2012 (the "Effective Date"), by and between Miami-Dade County, Florida, hereinafter referred to as the **"County"** and University Campus Lodge, LLC, hereinafter referred to as **"University"** (collectively, the "Parties").

That the County, in consideration of the promises and agreements of University, hereafter contained, for itself, its successors and assigns, hereby promises and agrees to convey to University, a County-owned parcel, with Folio Number 25-4006-001-0237, located at the North 45.00 feet of the West 45.00 feet of Lot 13, Block 10, less the North 5.00 feet thereof of Sweetwater Groves, according to the plat thereof as recorded in Plat Book 8 at Page 50 of the Public Records of Miami-Dade County, Florida, more particularly described in Exhibit A ("Parcel A"), attached hereto and made a part hereof. Such conveyance will occur after University has relocated County Pump Station 1251, at its sole cost and expense, to the property, more particularly described in Exhibit B.

In consideration for said promises and agreements of the County, University hereby promises and agrees to: (1) convey to the County a property owned by them, located at the South 45.00 feet of the East 40.00 feet of Lot 15, Block 10, of Sweetwater Groves, according to the plat thereof, as recorded in Plat Book 8 at Page 50 of the Public Records of Miami-Dade County, Florida, more particularly described in Exhibit B ("Parcel B"), attached hereto and made a part hereof, which is a portion of the property bearing the Folio Number 25-4006-001-0232; and (2) relocate County Pump Station 1251, at its sole cost and expense, to Parcel B. Such relocation will be done in the manner more particularly described below.

The terms and conditions of this Agreement, which shall become a contract between the parties upon signing by both parties and adoption of the Agreement by the Miami-Dade County Board of County Commissioners, are as follows:

1. It is understood and agreed that no cash consideration will be paid by either party. University will be responsible for providing property descriptions and parcel sketches which are acceptable to both parties.

2. University and the County agree it is the intent of the parties hereto that this transaction does not represent individual sales of properties, but to the contrary, is one interdependent transaction constituting a fair exchange of properties for good and valuable consideration.

3. University has already, or will at the time of execution of this Agreement, provide the County with an opinion of title from an attorney licensed to practice law in the State of Florida with respect to the property identified on Exhibit B.

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In the event that the condition of title is objectionable to the County for any reason, University shall have the right, but not the obligation, to deliver or cause to be delivered to the acquiring party, at University's expense, such deeds, releases, affidavits or other title instruments as may be required to cure the title objections. Should University fail, or be unwilling to cure the title objections within thirty (30) days, the County may elect to terminate this Agreement by giving written notice of such intent, upon which both parties shall be released of all obligations with respect to each other under this Agreement.

4. Upon completion of the relocation of Pump Station 1251 and abandonment of the existing Pump Station 1251, and after the County has been notified in writing of completion and has been given ten (10) business days to complete its inspection of the relocated Pump Station 1251 and acceptance of the new Pump Station 1251 by WASD including all required conveyance documents, the parties agree to convey to each other the properties described in Exhibits A and B attached hereto. The County shall convey by County Deed in substantially the form attached hereto as Exhibit C, and University shall convey by Quitclaim Deed in substantially the same form as attached hereto as Exhibit D. The exchange of deeds/closing will take place on the 11th business day after the County has been notified in writing of completion of the relocation of Pump Station 1251, unless the County determines that the relocated Pump Station 1251 and abandonment of the existing Pump Station 1251 has not been completed to its satisfaction. The County will provide University with notice in writing of the defects within the ten (10) business day inspection period. If the relocated Pump Station 1251 has not been completed to the County's satisfaction, then the exchange of deeds will take place on the 11th business day after the County has been notified in writing that the defects in the relocated Pump Station 1251 have been corrected and the County has been given a new ten (10) business day opportunity to inspect the relocated Pump Station 1251 and has agreed that it is acceptable.

5. University shall pay all taxes or fees imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance such revenue and documentary stamps as may be required by law. University shall also pay all other costs of this transaction, including but not limited to, any escrow fees and survey costs.

6. The parties shall have the immediate right to possession of the respective property after recordation of the respective deeds.

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7. The County and University each represent to the other that it has not employed or retained any person or agency to solicit or secure this Agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the non-breaching party the right to annul the Agreement without liability, or in its discretion, to recover from the other the amount of such commission, percentage, brokerage, or contingent fee.

8. University, at its sole cost and expense, shall be responsible for the design of the pump station facilities and any ancillary improvements required in connection with the relocation of Pump Station 1251 as well as for obtaining any and all approvals as may be required by the County, City or any other agency, including the Miami-Dade Water & Sewer Department ("WASD") in connection with the relocation. University shall also be responsible for the performance of all construction obligations required for the relocation, the re-routing of any sewer lines required for the relocation and the installation of the new pump station facilities. University shall have the right to select such qualified architects, design professionals, engineers, contractors, subcontractors and consultants as University, in the exercise of its discretion, shall determine to be appropriate in connection with the relocation.

9. Pump Station 1251 will be relocated from Parcel A to Parcel B in the following steps prior to transfer of the Parcels:

   a. University shall obtain the County's approval of the plans for the relocation of Pump Station 1251, including re-routing of any sewer lines necessary for the relocation. University shall consult with WASD at least thirty (30) days prior to submitting an application for the County's issuance of any permits. Any changes requested by WASD or the County shall be made in writing within thirty (30) days of WASD's receipt of the permit application. If University does not agree to the changes requested by WASD or the County and/or the permit application for the relocation of Pump Station 1251 is denied by the County, University may terminate this Agreement by providing written notice to the County in accordance with the terms of this Agreement within ten (10) days of the denial of the permit or the request for a condition(s) by WASD to which University does not agree.

   b. After approval of plans and permit issuance for the relocation of Pump Station 1251, University will relocate the Pump Station from Parcel A to Parcel B with no disruption of service to any person or entity connected to or utilizing Pump Station 1251.

c. In relocating Pump Station 1251 from Parcel A to Parcel B, University will utilize the following parts of the existing Pump Station 1251:

1. Two (2) 30-horsepower submersible pumps
2. One (1) SCADA antenna and related communication equipment
3. One (1) stainless steel control panel, including all electrical, control and back-up equipment, including bubbler system, battery and related equipment.

These parts are currently County assets, and, through this Agreement and the acceptance of this Agreement by the Miami-Dade Board of County Commissioners, consent by the County is given to the transfer of these specific parts to University with the understanding that the relocated Pump Station 1251 will be donated back to the County simultaneously with the land exchange of Parcel B to the County and Parcel A to University.

10. University will provide a warranty of three-years for the relocated Pump Station 1251 on Parcel B, including a warranty for all parts utilized from the current Pump Station 1251 located on Parcel A, whether the manufacturer's warranty previously expired for such parts or not. The three-year period for purposes of the warranty will commence as of the date of the land transfer.

11. University intends to develop Parcel "A" as part of a university housing project to service students, faculty, and/or staff of Florida International University ("FIU"). In order to facilitate the proposed project's advancement, the County will join in such permits, licenses, approvals or other administrative documents necessary for relocation and abandonment of Pump Station 1251 and will also co-apply for a non-use variance for Parcel A with University, provided that (i) such joinder by the County shall be at no cost to the County other than its costs of review; and (ii) the location, terms, and form of any such permits, licenses, approvals or other administrative documents shall be reasonably acceptable to the County. University will be responsible for all aspects of pursuing such non-use variance.

12. University shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by University or its assignees, successors, employees, agents, servants, partners principals or subcontractors, including but not limited to, relocation of Pump Station 1251,

unless such claims have been caused by the County's own negligence. University shall pay all claims and losses in connection therewith and shall also investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. University expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by University shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

13. All notices that are required or desired to be given hereunder shall be in writing and shall be deemed given: (i) upon the day of personal delivery or refusal to accept personal delivery; or (ii) upon confirmed delivery of a facsimile transmission; or (iii) one Business Day after deposit with a nationally recognized overnight courier service marked for overnight delivery; or (iv) three Business Days after deposit in a United States Postal receptacle if sent certified mail, return receipt requested. Any of the foregoing methods may be used to give such notice. Notices shall be deemed given if sent to the following addresses:

To University:	University Campus Lodge, LLC 2301 N.W. 87 Avenue, 6th Floor Doral, FL 33172 Attn: Sergio Pino
With a copy to:	Akerman Senterfitt One SE Third Avenue, Suite 2500 Miami, FL 33131 Attn: Javier E. Fernandez, Esq. Fax: (305) 374-5095
To County:	Miami-Dade Water & Sewer Department 3071 S.W. 38th Avenue Miami, FL 33146 Attn: Director Fax: (786) 552-8647
With a copy to:	Miami-Dade County Attorney's Office Stephen P. Clark Center 111 N.W. 1st Street, Suite 2810 Miami, FL 33128 Attn: Henry Gillman, Esq./Sarah Davis, Esq. Fax: (305) 375-5611

14. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

15. Any disputes that arise between the County and University with regard to the land exchange and closing or the relocation of Pump Station 1251 will be resolved in the Circuit Court of the 11th Judicial Circuit Court in and for Miami-Dade County, Florida.

16. This Agreement will be binding on the County and University and their successors and assigns.

17. This Agreement, its benefits and obligations, may be assigned by University to RRAC University Apartments, LLC ("RRAC'), a Florida limited liability company. If an assignment of this Agreement to RRAC is made, notice in writing to RRAC, for any of the purposes required by Paragraph 12 above, shall be made to:

RRAC:	RRAC University Apartments, LLC c/o Arnstein & Lehr 200 S. Biscayne Boulevard, Ste. 3600 Miami, FL 33131 Attn: Kevin S. Grossfeld, Esq. Fax: (305) 704-8583
With a copy to:	Akerman Senterfitt One SE Third Avenue, Suite 2500 Miami, FL 33131 Attn: Javier E. Fernandez, Esq. Fax: (305) 374-5095

18. This Agreement constitutes the complete and exclusive agreement between the Parties hereto. It supersedes all prior written and oral statements, including any prior representation, statement, condition or warranty. This Agreement may not be amended except pursuant to a written agreement signed by the Parties.

SIGNATURES APPEAR ON NEXT PAGES

Witnesseth that Miami-Dade County has entered into this Agreement on this _____ day of _____, 20____.

ATTEST:

By: _____
Clerk

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

Approved as to form and legal sufficiency

By: Sara Figueredo
Assistant County Attorney

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Witnesseth that University Campus Lodge, LLC has entered into this Agreement on this 3 day of February, 2012.

Witnesseth:

Sandra M Algo
SANDRA M ALGO

Catherine A. Burns
CATHERINE A. BURNS

UNIVERSITY CAMPUS LODGE, LLC

By: _____

STATE OF FLORIDA)
) ss:
MIAMI-DADE COUNTY)

The foregoing instrument was sworn to and subscribed before me this 3 day of February 2012 by Sergio Pino, who is personally known to me or has produced _____, as identification.

My Commission Expires:

_____
Notary Public, State of Florida at Large

GUIOMAR ARIAS
Notary Public - State of Florida
My Comm. Expires Feb 5, 2014
Commission # DD 931600
Bonded Through National Notary Assn.

EXHIBIT A

Parcel A:

The North 45.00 feet of the West 45.00 feet of Lot 13, Block 10, less the North 5.00 feet thereof of Sweetwater Groves, according to the plat thereof as recorded in Plat Book 8 at Page 50 of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

Parcel B

The South 45.00 feet of the East 40.00 feet of Lot 15, Block 10, of Sweetwater Groves, according to the plat thereof, as recorded in Plat Book 8 at Page 50 of the Public Records of Miami-Dade County, Florida.

EXHIBIT C

Return to:
Miami-Dade Water & Sewer Department.
3071 S.W. 38th Avenue .
Miami, FL 33146 .
c/o Lily Rainey-Lacau .

Instrument prepared by: .
Sarah E. Davis, Assistant County .
Attorney .
.
Folio No. 25-4006-001-0237 .

COUNTY DEED

THIS DEED, made this _____ day of _____, A.D. 20____, by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is: Suite 220, Miami-Dade Government Center, 111 N.W. 1st Street, Miami, Florida 33128-1970, party of the first part, and **UNIVERTY CAMPUS LODGE, LLC,** whose address is 2301 N.W. 87th Avenue, 6th Floor, Doral, Florida 33172, party of the second part,

WITNESSETH:

THAT the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors, and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

The North 45.00 feet of the West 45.00 feet of Lot 13, Block 10, less the North 5.00 feet thereof of Sweetwater Groves, according to the plat thereof as recorded in Plat Book 8 at Page 50 of the Public Records of Miami-Dade County, Florida.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Mayor, and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid.

ATTEST: **HARVEY RUVIN,** **CLERK OF SAID BOARD** By:_____ Deputy Clerk	**MIAMI-DADE COUNTY, FLORIDA,** a political subdivision of the State of Florida, **BY ITS BOARD OF COUNTY COMMISSIONERS** By: _____ Mayor

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 20_____.

EXHIBIT D

This instrument prepared by:

Javier E. Fernández, Esq.
Akerman Senterfitt
One SE Third Avenue, 25th Floor
Miami, FL 33131

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is executed this _____ day of_____, 2012, by **SERGIO PINO, MANAGING MEMBER** of **UNIVERSITY CAMPUS LODGE, LLC**, a Florida limited liability company, whose mailing address is 2301 N.W. 87th Avenue, 6th Floor, Doral, FL 33172 ("Grantor"), to **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Suite 220, Miami-Dade Government Center, 111 N.W. 1st Street, Miami, FL 33128-1970 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other valuable considerations in hand paid by the Grantee, the receipt and sufficiency whereof are hereby acknowledged, does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in Miami-Dade County, Florida (the "Property"):

> South 45.00 feet of the East 40 feet of Lot 15, Block 10, of Sweetwater Groves, according to the plat thereof, as recorded in Plat Book 8 at Page 50 of the Public Records of Miami-Dade County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of said Grantee forever;

IN WITNESS WHEREOF, Grantor hereunto sets Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____

_____
Print name

_____

_____
Print Name

_____
Sergio Pino, Managing Member
University Campus Lodge, LLC

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by SERGIO PINO, as MANAGING MEMBER of UNIVERSITY CAMPUS LODGE, LLC, who is personally known to me or has produced _____, as identification

_____
Notary Public, State of Florida

_____
(Print name)