

# MEMORANDUM

Agenda Item No. 8(0)(1)

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**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

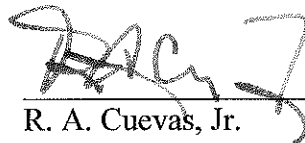
**DATE:** June 4, 2013

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

**SUBJECT:** Resolution approving agreement between the County, The Village of Miami, Ltd. and the City of Miami for The Village Miami, Ltd. to construct roadway improvements at their own cost in the public right-of-way in the City of Miami

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The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.



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R. A. Cuevas, Jr.  
County Attorney


RAC/smm

# Memorandum



**Date:** June 4, 2013

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution approving an agreement between the County, The Village Miami, Ltd. and the City of Miami for the Village Miami, Ltd. to construct roadway improvements in the public right-of-way within the City of Miami on land abutting Miami-Dade Water and Sewer Department's property

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached agreement between the County, The Village Miami, Ltd. and the City of Miami for the Village Miami, Ltd., the developer, to construct roadway improvements in the public-right-of-way within the City of Miami on land owned by The Village Miami, Ltd. and abutting Miami-Dade Water and Sewer Department's (WASD) property.

## SCOPE OF AGENDA ITEM

The roadway improvements will be constructed in Commission District 3, Audrey M. Edmonson.

## FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County. The Village Miami, Ltd. will construct the roadway improvements at their own expense in the estimated amount of \$50,456.00.

## TRACK RECORD/MONITOR

WASD's Assistant Director of Finance, Frances G. Morris, will monitor this agreement.

## BACKGROUND

This agreement (as attached) was prepared by the City of Miami for review and execution by the County, The Village Miami, Ltd. and the City of Miami. The agreement authorizes The Village Miami, Ltd. to construct roadway improvements in the public-right-of-way within the City of Miami on land owned by The Village Miami, Ltd. and abutting WASD's property.

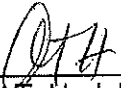
The Village Miami, Ltd. owns the land between N.W. 10 Avenue and N.W. 7 Avenue, from N.W. 69 Street to N.W. 67 Street, with the exception of Folio No. 01-3114-001-0010, which is owned by WASD. WASD's property abuts the developer's property along the north right-of-way line of N.W. 68 Street and immediately along the northerlymost 97 feet of the east side thereof. WASD's lot is approximately 4.59 acres bounded to the north by N.W. 68 Street, to the south by N.W. 67 Street to the west by N.W. 10 Avenue and to the east 283 feet from N.W. 7 Court. WASD's property houses three (3) water storage tanks. Additionally, several water and sewer pipelines are located between N.W. 67 Street and N.W. 69 Street and between N.W. 10 Avenue and N.W. 7 Avenue. See Exhibit A attached to this memorandum.

After this agreement is fully executed by all parties, The Village Miami, Ltd. may proceed with the re-platting process of the lands owned by itself and WASD in order to close the public right-of-ways along

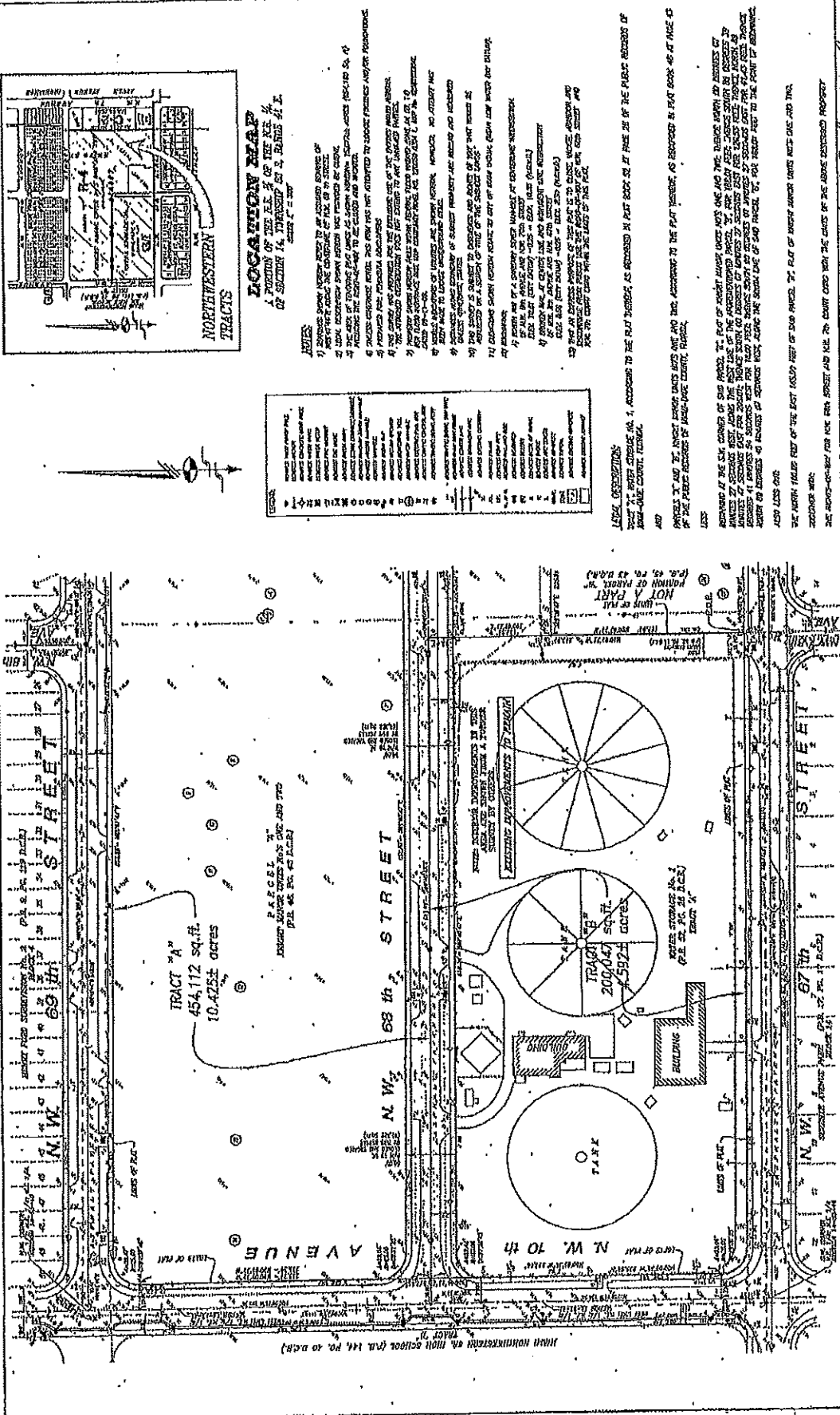
Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners  
Page 2

N.W. 68 Street and N.W. 7 Court and construct the roadway improvements. Eventually, The Village Miami, Ltd. will build an apartment complex as depicted in Exhibit B (attached to this memorandum) on their property. This re-plat process is codified in Chapter 54, Section 54-46, and Chapter 55 of the Code of the City of Miami, which Code sections require that any proposed plat submitted to the City of Miami Commission must be accompanied by an agreement, such as the one attached, that has been fully executed by all landowners whose lands are part of the re-plat.

Prior to the County approving and recording the final new plat, a sign-off condition has been imposed at the County level to safeguard WASD's facilities (see letter dated October 24, 2011, attached hereto as Exhibit C) by making sure the following easements are granted to WASD before the developer's construction begins: 1) a 12 foot easement for the existing 4-inch water pipeline and a 15 foot easement for the 10-inch gravity sewer line that runs along the existing right-of-ways of N.W. 68 Street and N.W. 7 Court, and 2) an ingress and egress easement along N.W. 68 Street with the appropriate turn-around radius to secure access to the north side of WASD's lands located within the re-platted lands.



Alina T. Hudak  
Deputy Mayor



**LOCATION MAP**  
A PORTION OF THE S.E. 1/4 OF THE N.E. 1/4  
OF SECTION 14, TOWNSHIP 23 S., RANGE 14 E.

- NOTES:**
- 1) THE ABOVE SHOWN LOTS ARE TO BE ACCORDING TO THE MAP...
  - 2) THE LOTS ARE TO BE DIVIDED INTO LOTS OF APPROXIMATELY 10 ACRES EACH...
  - 3) THE LOTS ARE TO BE BOUNDARY SURVEYED...
  - 4) THE LOTS ARE TO BE BOUNDARY SURVEYED...
  - 5) THE LOTS ARE TO BE BOUNDARY SURVEYED...
  - 6) THE LOTS ARE TO BE BOUNDARY SURVEYED...
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  - 18) THE LOTS ARE TO BE BOUNDARY SURVEYED...
  - 19) THE LOTS ARE TO BE BOUNDARY SURVEYED...
  - 20) THE LOTS ARE TO BE BOUNDARY SURVEYED...

**LEGAL DESCRIPTION:**  
TRACT 'A' BEING A CERTAIN PART OF THE EAST 1/2 SECTION 14, TOWNSHIP 23 S., RANGE 14 E., ACCORDING TO THE PLAT THEREON, AS APPROVED BY THE PUBLIC RECORDS OF THE PUBLIC RECORDS OF SHERMAN COUNTY, NEBRASKA.

NO.	NAME	DATE	TYPE
1	Sherman-Sullivan & Associates, Inc.	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
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**NORTHWESTERN TRACTS**  
REPRESENTATIVE PLAN

FOR A PORTION OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 14, TOWNSHIP 23 S., RANGE 14 E., NEBRASKA.

AS SHOWN ON THE ATTACHED LOCATION MAP AND THIS REPRESENTATIVE PLAN.

NO.	NAME	DATE	TYPE
1	Sherman-Sullivan & Associates, Inc.	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
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16	...	...	...
17	...	...	...
18	...	...	...
19	...	...	...
20	...	...	...

**PROVISIONS**

1. THE GRANTEE SHALL BE RESPONSIBLE FOR THE COSTS OF THE ABOVE MENTIONED PROPERTY...

2. THE GRANTEE SHALL BE RESPONSIBLE FOR THE COSTS OF THE ABOVE MENTIONED PROPERTY...

3. THE GRANTEE SHALL BE RESPONSIBLE FOR THE COSTS OF THE ABOVE MENTIONED PROPERTY...

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13. THE GRANTEE SHALL BE RESPONSIBLE FOR THE COSTS OF THE ABOVE MENTIONED PROPERTY...

14. THE GRANTEE SHALL BE RESPONSIBLE FOR THE COSTS OF THE ABOVE MENTIONED PROPERTY...

15. THE GRANTEE SHALL BE RESPONSIBLE FOR THE COSTS OF THE ABOVE MENTIONED PROPERTY...

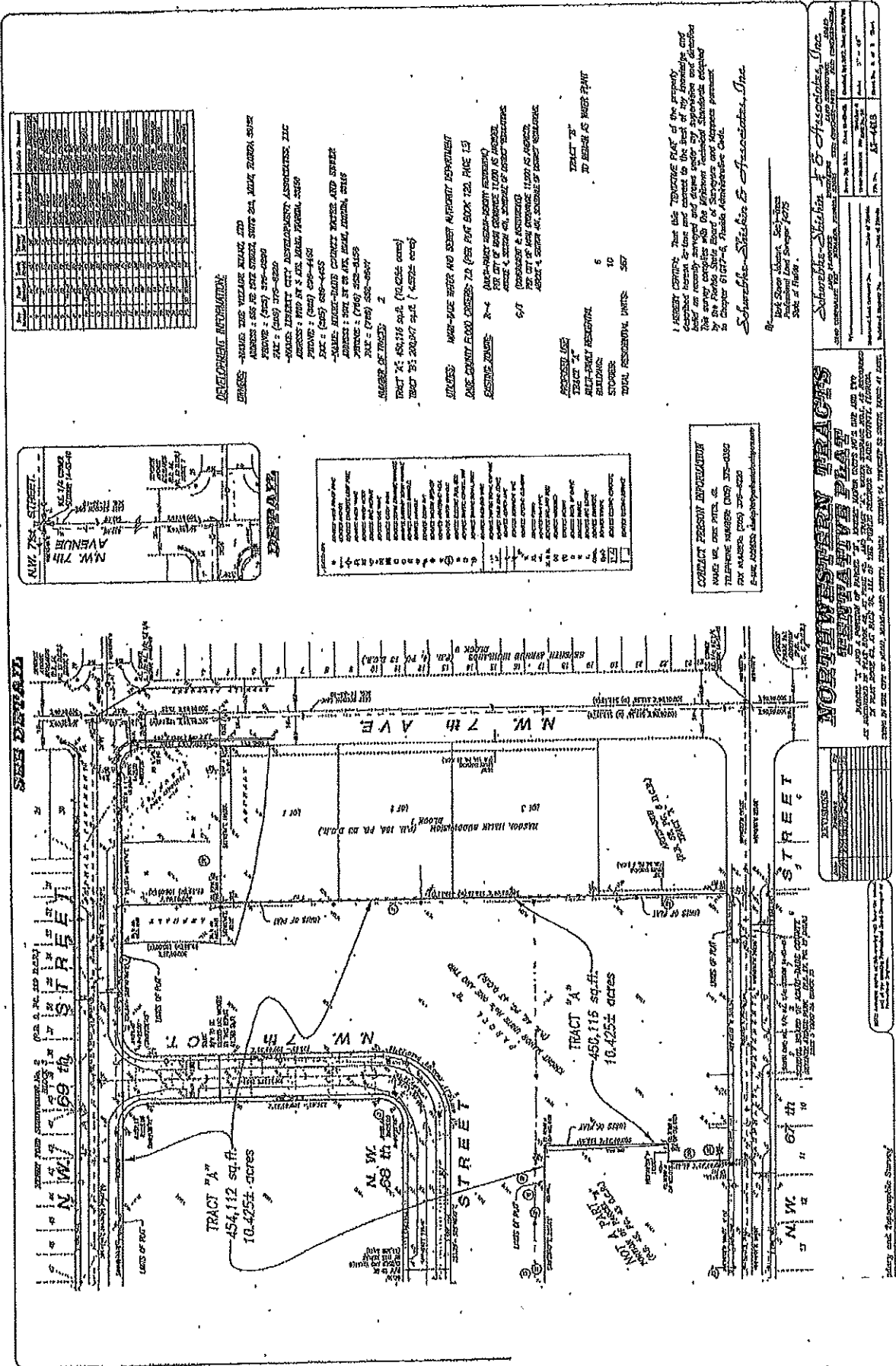
16. THE GRANTEE SHALL BE RESPONSIBLE FOR THE COSTS OF THE ABOVE MENTIONED PROPERTY...

17. THE GRANTEE SHALL BE RESPONSIBLE FOR THE COSTS OF THE ABOVE MENTIONED PROPERTY...

18. THE GRANTEE SHALL BE RESPONSIBLE FOR THE COSTS OF THE ABOVE MENTIONED PROPERTY...

19. THE GRANTEE SHALL BE RESPONSIBLE FOR THE COSTS OF THE ABOVE MENTIONED PROPERTY...

20. THE GRANTEE SHALL BE RESPONSIBLE FOR THE COSTS OF THE ABOVE MENTIONED PROPERTY...



**DEVELOPMENT INFORMATION**

**OWNER:** MRS. VILAZQUE KUMAR, 270  
ADDRESS: 555 1/2 AVE STREET, SUITE 204, MIAMI BEACH, FLORIDA 33139  
PHONE: (305) 375-0290  
FAX: (305) 375-0290

**DEVELOPER:** CITY DEVELOPMENT ASSOCIATES, LLC  
ADDRESS: 1100 BAY ST. S.W. 10TH FLOOR, MIAMI, FLORIDA 33135  
PHONE: (305) 598-4455  
FAX: (305) 598-4455

**AGENT:** MRS. VILAZQUE KUMAR AND STREET  
ADDRESS: 1100 BAY ST. S.W. 10TH FLOOR, MIAMI, FLORIDA 33135  
PHONE: (305) 598-4455  
FAX: (305) 598-4455

**NUMBER OF UNITS:** 2  
**TRACT A:** 454,112 sq. ft. (10.425± acres)  
**TRACT B:** 450,115 sq. ft. (10.425± acres)

**UTILITIES:** HIGH-VOLTAGE POWER AND SEWER A/FACILITY DEPARTMENT  
**BASE ELEVATION:** 10.000± (FOR PAV. SURF 12.000±) PACE 12  
**EXISTING UTILITIES:** 2-4 OVERHEAD WATER-SEWER (SEWER)  
FOR CITY OF MIAMI (CONNECTION TO BE MADE)  
AND 4-6 OVERHEAD GAS, TELEPHONE, CABLE, AND OTHER UTILITIES

**PROPOSED USE:** 6/1 (RESIDENTIAL)  
**TRACT A:** 6  
**TRACT B:** 10  
**STORIES:** 10  
**TOTAL RESIDENTIAL UNITS:** 567

**PROPOSED USE:** TO BEHOLD AS HIGH RISE  
**TRACT A:** 6  
**TRACT B:** 10  
**STORIES:** 10  
**TOTAL RESIDENTIAL UNITS:** 567

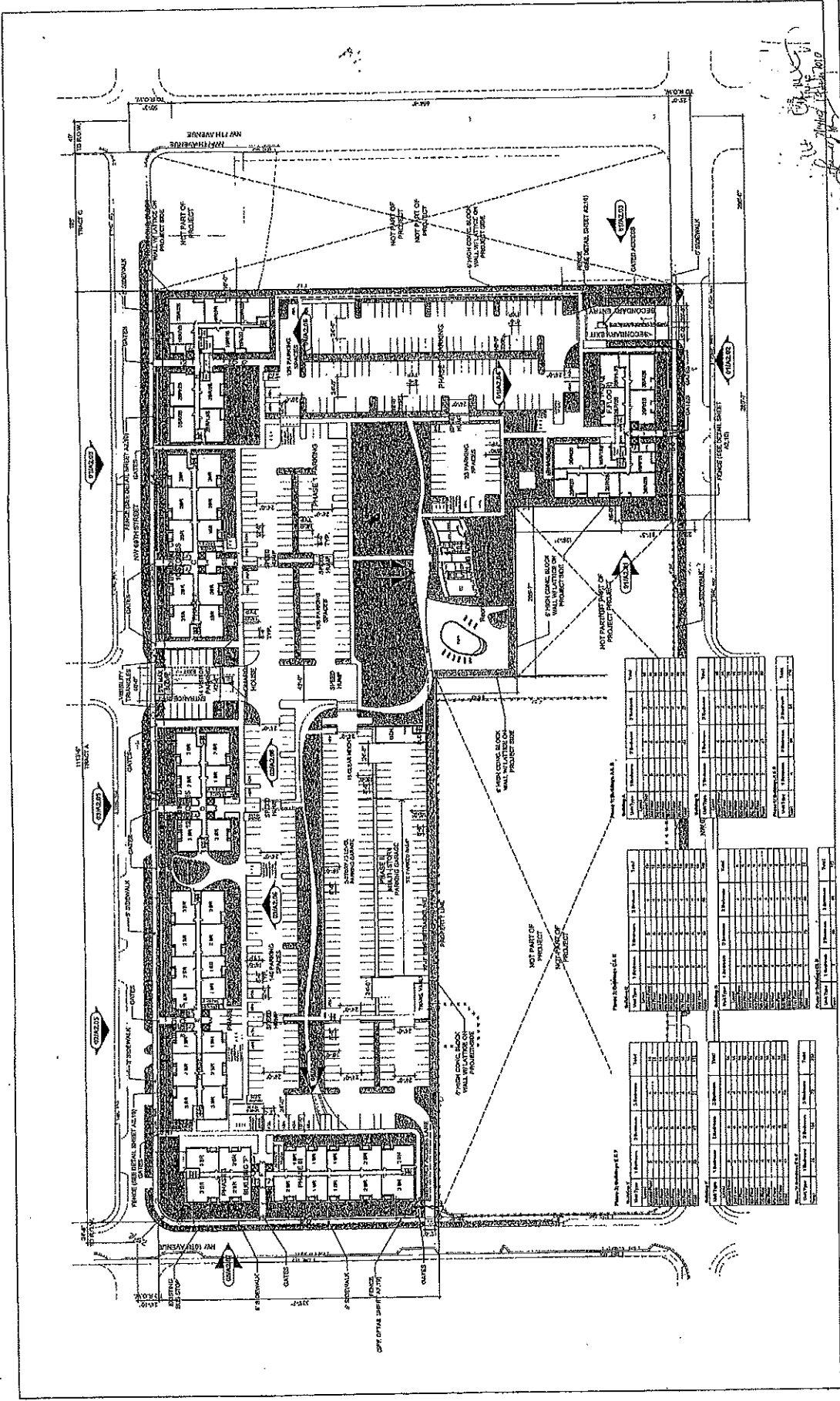
I HEREBY CERTIFY that this is a true and correct copy of the plat of the property as shown on the attached plat, and that I am a duly licensed and qualified professional engineer and architect. This survey complies with the Minimum Standards adopted by the Florida State Board of Surveyors and Engineers pursuant to Chapter 61G17-4, Florida Administrative Code.

*Schubert-Stieber & Associates, Inc.*  
Jack Stein, P.E., S.E., F.A.S.C.E.  
Professional Seal Number 14775  
State of Florida

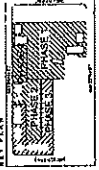
**CONTACT PERSON INFORMATION**  
NAME: MR. JOE PATRICK  
TELEPHONE NUMBER: (305) 375-0290  
FAX NUMBER: (305) 375-0290  
E-MAIL ADDRESS: jpatrick@citydevelopment.com

**NORTHWESTERN TRACTS**  
**TRACT A FIVE PLAT**  
THIS PLAT IS A PART OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AS RECORDED IN BOOK 24, AT PAGE 58. THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ARE KEPT AT THE OFFICE OF THE COUNTY CLERK, 1000 N.W. 11TH AVENUE, MIAMI, FLORIDA 33136. A FURTHER COPY OF THIS PLAT MAY BE OBTAINED FROM THE COUNTY CLERK'S OFFICE.

**Schubert-Stieber & Associates, Inc.**  
Professional Seal Number 14775  
State of Florida



TITLE: **SITE PLAN PHASE 3**  
 SCALE: 1"=50'-0"  
 PROJECT # 2398  
 DATE: 14 JULY 2010  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 14 JULY 2010



**The Villages Apartments**  
 MIAMI, FLORIDA  
 Project # 2398  
 MAJOR USE SPECIAL PERMIT

SHEET DEVELOPER:  
**THE VILLAGE MIAMI, LTD.**  
 6500 N.W. 25th Avenue  
 Miami, Florida 33147  
 T: 305 696 4450 F: 305 696 4455

**ARCHITECTONICA**  
 ARCHITECTS  
 1000 BROADWAY  
 SUITE 200  
 MIAMI, FLORIDA 33139  
 T: 305 571 1111 F: 305 571 1112

Water and Sewer  
P. O. Box 330316 • 3575 S. Lejeune Road  
Miami, Florida 33233-0316  
T 305-665-7471



miamidade.gov

October 24, 2011

Horacio Pulido, P.S.M.  
City of Miami - Public Works Department  
444 S.W. 2<sup>nd</sup> Avenue, Suite 412  
Miami, Florida 33130

*Via U.S. Mail*

RE: NORTHWESTERN TRACTS – Tentative Plat No. 1708 (T-22517)  
Section 14-53-41

Dear Mr. Pulido:

Although there are no Miami-Dade Water and Sewer Department (WASD) facilities located within the platted easement, as per PB 52, Page 26, WASD indeed owns, maintains and operates existing water/sewer facilities located within the boundaries of the Right of Ways of NW 68<sup>th</sup> Street and NW 7<sup>th</sup> Court, which are intended to be closed and vacated by this subdivision.

WASD does not object to the approval of this Tentative Plat, provided that standard WASD Utility Easements with a minimum vertical clearance of 25 feet be dedicated by this plat as follows:

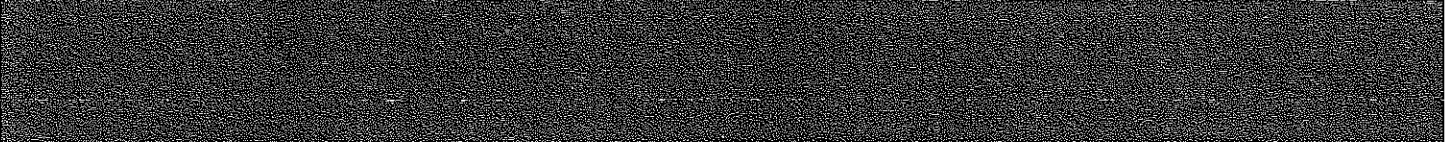
- A 12' WASD UE and a 15' WASD along the NW 68<sup>th</sup> Street and NW 7<sup>th</sup> Street, as applicable. These easements can be combined, as long as minimum width are observed along the sides of existing mains.
- An Ingress-Egress easement along NW 68<sup>th</sup> Street with appropriate turn around radius return in order to provide access to the herein proposed Tract B (WASD's site). Radius return to be accommodate within the currently platted right of way or within the adjacent parcel to the North (herein proposed Tract A).

We respectfully request that WASD's consent be asked before Final Plat approval in order to ensure that our requirements have been met. Should you have any questions regarding this matter, do not hesitate to contact me.

Very truly yours,

Odalys C. Bello, P.S.M.  
Right of Way - Plans Review - New Customer Division -WASD  
3575 S. Le Jeune Rd. 3rd Floor  
Miami, Florida 33146-2221  
obello@miamidade.gov.

cc: Sergio Garcia, P. E., WASD Plans Review Section Manager  
file



**Loading..**

**Summary Details:**

Folio No.:	01-3114-001-0010
Property:	911 NW 67 ST
Mailing Address:	MIAMI-DADE COUNTY WATER AND SEWER 3071 SW 38 AVE MIAMI FL 33146-1520

**Property Information:**

Primary Zone:	8000 COMMUNITY FACILITIES
CLUC:	0047 DADE COUNTY
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	1
Lot Size:	4.59 ACRES
Year Built:	0
Legal Description:	WATER STORAGE NO 1 PB 52-26 TR A & S25FT OF NW 68 ST LYG N & ADJ CLOSED PER R-97- 906 LOT SIZE 200053 SQ FT

**Assessment Information:**

Year:	2012	2011
Land Value:	\$550,146	\$550,146
Building Value:	\$280,000	\$280,000
Market Value:	\$830,146	\$830,146
Assessed Value:	\$830,146	\$830,146

**Taxable Value Information:**

Year:	2012	2011





# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** June 4, 2013

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

**SUBJECT:** Agenda Item No. 8(O)(1)

**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 Mayor'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. 8(0)(1)  
6-4-13

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AGREEMENT BETWEEN THE COUNTY, THE VILLAGE OF MIAMI, LTD. AND THE CITY OF MIAMI FOR THE VILLAGE MIAMI, LTD. TO CONSTRUCT ROADWAY IMPROVEMENTS AT THEIR OWN COST IN THE PUBLIC RIGHT-OF-WAY IN THE CITY OF MIAMI TOTALING \$50,456.00 ON LAND ABUTTING MIAMI-DADE WATER AND SEWER DEPARTMENT'S PROPERTY ALONG THE NORTH RIGHT-OF-WAY LINE OF N.W. 68 STREET AND IMMEDIATELY ALONG THE NORTHERLY MOST 97 FEET OF THE EAST SIDE THEREOF; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

**WHEREAS**, The Village Miami, Ltd., a developer, owns the land between N.W. 10 Avenue and N.W. 7 Avenue, from N.W. 69 Street to N.W. 67 Street, with the exception of Folio No. 01-3114-001-0010, which is owned by WASD; and

**WHEREAS**, WASD owns a 4.59 acre lot bounded to the north by N.W. 68 Street, to the south by N.W. 67 Street, to the west by N.W. 10 Avenue and to the east 283 feet from N.W. 7 Court ("WASD's Property"), which property bears Folio No. 01-3114-001-0010; and

**WHEREAS**, WASD's Property abuts the developer's property along the north right-of-way line of N.W. 68 Street and immediately along the northerly most 97 feet of the east side thereof; and

**WHEREAS**, WASD's Property houses three (3) water storage tanks, and several County-owned water and sewer pipelines are located between N.W. 67 Street and N.W. 69 Street from N.W. 10 Avenue and N.W. 7 Avenue; and

**WHEREAS**, The Village Miami, Ltd. intends to build an apartment complex on its property but must have the property re-platted in order to proceed; and

**WHEREAS**, the re-plat, to be known as the Northwestern Tract, will include WASD's Property; and

**WHEREAS**, prior to re-platting, pursuant to its Code, the City of Miami requires that various road improvements be made and that an agreement to that effect be executed by all landowners whose lands are to be included in the re-plat, a copy of which is attached hereto and is entitled "Agreement for Construction of Certain Improvements Pursuant to provisions of Chapter 54, Section 54-46, and Chapter 55 of the Code of the City of Miami, Florida" (the "Agreement"); and

**WHEREAS**, as indicated in the Agreement, The Village Miami, Ltd. will pay for and complete all required roadway improvements, and the County will not be responsible for any of the costs or construction for such required roadway improvements,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves the attached Agreement and authorizes the County Mayor or County Mayor's designee to execute same and exercise the provisions contained therein.

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:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of June, 2013. 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



improvements, it is not in the public interest that such construction of work should be prolonged to the extent that it would have a disorganizing effect upon the neighborhood. After the work is started, the Owner hereby agrees to complete said work diligently so as to complete it in a reasonable length of time as determined by the Department of Public Works. Time is of the essence in performance of the work.

2. In accordance with the provisions of said Chapter 54, Section 54-46 and Chapter 55, of the Code of the City of Miami, Florida, as amended, the Owner herewith deposits to the City a Cashier's Check in the amount of \$50,456.00, which amount is not less than one hundred (100%) percent of the estimated cost of the construction of the improvements listed in the attached Exhibit "B", plus thirty-two (32%) percent for engineering and contingent costs and damages. The cashier's check shall be as is defined by Florida Statute § 673.1041 ("Negotiable Instrument) and otherwise comply with applicable provisions of Chapter 673, Florida Statutes applicable to cashier's checks. Upon completion and acceptance of the construction of said improvements and only after submission by the Owner, to the City of Miami Department of Public Works, the conditions of the deposit thereof being such that if the Owner shall fully faithfully perform the work in accordance with the terms of this Agreement and has submitted to the City of Miami Department of Public Works, a letter from a Registered Surveyor and Mapper certifying that the Permanent Reference Monuments indicated on the Plat have been properly installed and are in place, the amount of said check shall be returned to the Owner; otherwise, in the event of the failure or neglect of the Owner to perform said agreement, said check shall be applied by said City to the cost of constructing or completing the improvements, together with any engineering and contingent costs, and any damages direct or indirect, not to exceed thirty-two (32%) percent thereof, which the City may sustain on account of the failure of the Owners to carry out and execute the provisions of this Agreement. Owner further covenants and agrees to pay the City reasonable attorneys' fees in the Owner's default.
3. The City shall have the right to collect the sum estimated to construct or complete the improvements set forth in Exhibit "B", said sum to be estimated by the Department of Public Works of the City, which shall include engineering and contingent costs and any damages direct or indirect, not to exceed thirty-two (32%) thereof, plus reasonable attorneys' fees which the City may sustain on account of the failure of the Owner to carry out and execute the provisions of this Agreement; provided further that the City Commission of Miami, Florida, shall have the right to construct, or cause to be constructed, after public advertisement and receipt of bids, the improvements as provided for in said Agreement, and in the event that the City Commission of Miami, Florida, exercises such right, it shall have the right to collect the final costs of said improvements, together with any engineering and contingent costs, and any damages direct or indirect, not to exceed thirty-

two (32%) percent thereof, plus reasonable attorneys' fees, which the City may sustain on account of the failure of the Owner to carry out and execute all the provisions of this Agreement. Said Cashier's Check is attached hereto as Exhibit "C" and made a part hereof by reference.

4. This Agreement will be recorded by the Owner in the Public Records of Miami-Dade County within thirty (30) days of its acceptance by the City at the Owners own cost and expense. Within thirty (30) days of being recorded the Owner will provide a certified copy of the recorded instrument to the City of Miami Public Works Director at 444 S.W. 2 Avenue, 8th Floor, Miami, Florida 33130-1910.
5. The Owner and the City agree that Miami-Dade County, which owns a portion of the land to be re-platted as shown on Exhibit "A", is not considered the Owner for purposes of this Agreement and shall not be responsible, financially or in any other way, for any of the improvements required to the Northwestern Tract as imposed by this Agreement and shown on Exhibit "B" hereto. Additionally, the Owner and the City agree that Miami-Dade County shall not be responsible for performance or completion of any of the improvements identified on Exhibit "B". Further, Miami-Dade County shall not be liable for any claims, damages or causes of action that arise, directly or indirectly, as a result of the improvements or performance of the improvements shown on Exhibit "B".

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed this 14 day of March, A.D., 2015.

ATTEST: [Signature]

Secretary

The Village Miami, Ltd. a Florida Limited partnership

By and through its General New Urban Development, LLC, a limited liability company

[Signature]  
President (Corporation)

(Corporate Seal)

ATTEST: N/A  
Secretary

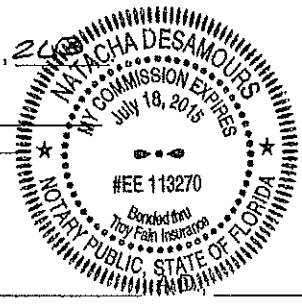
(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

I hereby certify: That on this day personally appeared before me Natasha Desamours an officer duly authorized to administer oaths and take acknowledgments, OLIVER L. GROSS and \_\_\_\_\_ and \_\_\_\_\_ respectively of \_\_\_\_\_ Corporation, and who are (is) personally known to me or who have produced \_\_\_\_\_ and \_\_\_\_\_ respectively as identification and who executed the foregoing instrument and acknowledged the execution thereof to be \_\_\_\_\_ free act and deed as such officer for the purposes therein expressed and who did (did not) take an oath.

Witness: My hand and official seal this 14 day of March, A.D., 2015

Signature of Person Taking Acknowledgement: [Signature]  
Print Name of Acknowledger: Natasha Desamours  
Notary Public, State of FL  
Serial Number, (if any) EE113276  
My Commission Expires: 7/18/15



Approved and accepted on behalf of the City of Miami, Florida, this \_\_\_\_\_ day of \_\_\_\_\_

WITNESS TO SIGNATURE

By: \_\_\_\_\_  
Director, Department of Public Works

PRINT NAME (FIRST WITNESS)

WITNESS TO SIGNATURE

PRINT NAME (SECOND WITNESS)



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Miami-Dade County Mayor

Approved by County Attorney as  
to form and legal sufficiency:

By: \_\_\_\_\_

CORPORATION FORM

IN WITNESS WHEREOF, the OWNER have caused these presents to be executed on and signed in its name by its proper officer and its corporate seal to be affixed hereto and attested to by its Secretary, the day and year first above set forth.

Signed, Sealed and Delivered in the Presence of:

[Signature]  
WITNESS TO SIGNATURE

Elon METOYER  
PRINT NAME (FIRST WITNESS)

By: [Signature]  
President

Attest: N/A  
Secretary

[Signature]  
WITNESS TO SIGNATURE

Charles Sims  
PRINT NAME (SECOND WITNESS)

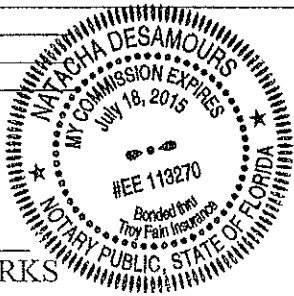
(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

I hereby certify: That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Oliver H. Gross and \_\_\_\_\_ and \_\_\_\_\_ respectively of \_\_\_\_\_ Corporation, and who are (is) personally known to me or who have produced \_\_\_\_\_ and \_\_\_\_\_ respectively as identification and who executed the foregoing instrument and acknowledged the execution thereof to be \_\_\_\_\_ free act and deed as such officer for the purposes therein expressed and who did (did not) take an oath.

Witness: My hand and official seal this 14 day of March, A.D., 2013.

Signature of Person Taking Acknowledgement: [Signature]  
Print Name of Acknowledger: Natacha Desamours  
Notary Public, State of FL  
Serial Number, (if any) EE 113276  
My Commission Expires: 7/18/15



APPROVED:

\_\_\_\_\_  
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

This Instrument Prepared by

Department of Law  
City of Miami, Florida  
Attention: City Attorney  
444 SW 2nd Avenue, Suite #945  
Miami, Fl. 33130.