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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: July 17, 2008

Agenda Item No. 8(L)(1)(A)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-840-08

Subject: Second Amendment to the Interlocal Agreement for the Midtown Miami Project

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Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the Second Amendment to the Interlocal Agreement between Miami-Dade County (County), the City of Miami (City), the Midtown Miami Community Development District (District), and the Midtown Miami Community Redevelopment Agency (Agency).

Scope

The District and Agency are located in County Commission District 3.

The Second Amendment to the Interlocal Agreement accomplishes the following:

- Removes the requirement that certain performance benchmarks be completed prior to the contribution of tax increment revenues from the Agency to the District for the purpose of debt service payments on the 2004A series bonds issued for the parking garage structure in the Midtown Miami development;
- Requires the Agency to contribute the tax increment revenues held in the trust fund for 2005, 2006 and 2007 to the District;
- Requires the Agency to make payments to the District in excess of the debt service on the 2004A series bonds (Exhibit C of the Second Amendment) in an amount equivalent to the shortfall in debt service payments that may occur in years that the tax increment revenues are not sufficient to pay for the debt service payments on the bonds;
- Allows the Agency to recover administrative costs not to exceed one percent of the annual Tax Increment Financing revenue (TIF) payment to the Agency;
- Reimburses the City $80,000 from TIF revenues for costs incurred in the establishment of the Agency.

Fiscal Impact/Funding Source

This item will not create a negative fiscal impact to the County. The interlocal agreement requires that the Agency use the tax increment revenue generated within the boundaries of the Agency to fund debt service payments of the District. The County's responsibility to make annual TIF payments would not be affected by this resolution, nor would the County be required to pay any additional revenue to the Agency.

Track Record/Monitor

Upon approval of this resolution, the Office of Strategic Business Management will monitor the agreement.

Background

On April 27, 2004, the BCC approved Resolution R-496-04, authorizing an Interlocal Agreement between the County, City, and District to support the development of a retail shopping center, residential condominium units, an office tower, rental apartments, a hotel, an entertainment facility, public plazas and parking facilities. The Interlocal Agreement required that Economic Incentive Payments (EIP) be made to the District from the County and the City to defray the cost of building a parking garage and public plaza as part of the project. The Interlocal Agreement set forth the intention of the District to finance from bond proceeds portions of a public parking garage and general infrastructure improvements, and the conditions under which the County and the City would make EIP payments to the District. Payments to the District would be based upon completed development components, in an amount not to exceed the debt service on the bonds for that year. Payments for Phase 1 would commence in the calendar year following the issuance of at least 90 percent of certificates of occupancy for the development components in Phase 1. In the event that the development component goals are not met, the County's obligation for EIP would be reduced or eliminated, and any shortfall to repay the debt would be assessed to the property owners by the District. No EIP payments have been made by the County or City to the District.

The Interlocal Agreement allowed for the termination of EIP payments from the County and the City if an Agency and Trust Fund were established, and such agency created was included in the Interlocal Agreement. The creation of the Agency would allow the Agency's tax increment revenues to replace the City's and County's obligation to make the EIP payments. The City and County subsequently created the Agency, declared the members of the City Commission to be the Board of the Agency, and directed the initiation, preparation, and adoption of a Redevelopment Plan.

First Amendment

On June 7, 2005, the Board adopted Resolution R-626-05 which did two things: approved the Redevelopment Plan for the Agency including the Interlocal Agreement and approved the First Amendment to the Interlocal Agreement by and among the County, the City and District. The First Amendment made the Agency a party to the original Interlocal Agreement and replaced the City's and County's obligations to the District with the Agency. The Interlocal Agreement required that 90 percent of certificates of occupancy for the development components of Phase 1 and 2 be issued prior to the contribution of TIF revenues to the District. However, the Agency's implementation strategy within the Redevelopment Plan states that the "specific components may change during the course of development based upon private investors' assessment of market demand, so long as the primary goal to construct a public parking system and public plaza is maintained." Therefore, the 90 percent certificates of occupancy requirement can be amended as long as the primary goal of the project is met.

Second Amendment

As a result of the current downturn in the real estate market and recognizing that the primary goal of the Agency to construct a public parking system and the public plaza has been achieved, it is recommended that the proposed Second Amendment to the Interlocal Agreement be approved. The Second Amendment will remove the requirement to issue certificates of occupancy on the development components of Phase 1 and 2 of the project prior to the contribution of TIF revenues from the Agency to the District for the purpose of debt service payments. As noted on page two of the Second Amendment to the Interlocal Agreement, the completed projects include the parking garage, the public plaza improvements to the mid-block portion of the project, along with 466,867 square feet of retail space and two condominium buildings and a mixed use building with a total of 2,406,592 square feet, essentially meeting the intended goals of the Agreement.

Additionally, the Second Amendment allows the District to receive future TIF revenues to cover any shortfalls where the TIF revenue was not sufficient to cover the debt service on the bonds for any given year. For example, if the Agency payment to the District in any year is insufficient to pay the annual debt

service on the bonds, the District will cover the shortfall by assessing the property owners. When future TIF revenues to the District surpass the amount needed to make debt service payments, the District will reimburse the property owners for the previous debt service shortage. This amendment also requires that the Agency distribute all TIF funds received for 2005, 2006, and 2007 to the District to cover previous debt service payments. This amount is approximately $1.2 million.

The Second Amendment also calls for the reimbursement of the Agency's administrative expenses in an amount not to exceed one percent of the TIF revenue. The reimbursement of administrative expenses is common among community redevelopment agencies and was contemplated in ordinance 05-108 which established the Agency trust fund, however, omitted in the Interlocal Agreement. In addition, the City will be reimbursed $80,000 by the Agency for costs incurred by the City in the establishment of the Agency.

The Second Amendment was approved by the Agency on May 22, 2008, and by the City Commission on June 5, 2008. The Tax Increment Finance Committee heard the item on June 27, 2008 and recommended approval of the Second Amendment.

Attachments

Cynthia Curry
Assistant County Manager

cmo19808

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: July 17, 2008

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

SUBJECT: Agenda Item No. 8(L)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(1)(A)
7-17-08

RESOLUTION NO. **R-840-08**

RESOLUTION APPROVING SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE CITY OF MIAMI, THE MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT AND THE MIDTOWN MIAMI COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE AND DELIVER SAID SECOND AMENDMENT TO INTERLOCAL AGREEMENT

WHEREAS, on April 27, 2004, the Board of County Commissioners (BCC) adopted Resolution R-494-04, approving an Interlocal Agreement among Miami-Dade County (County), the City of Miami (City), and The Midtown Miami Community Development District (District), a copy of which is attached hereto as Exhibit I, for funding of the Midtown Miami Project; and

WHEREAS, on July 28, 2004, the District issued $73,580,000 aggregate principal amount of its Midtown Miami Community Development District, Special Assessment and Revenue Bonds, Series 2004A (Parking Garage Project), to finance the cost of the parking garage portion of the Midtown Miami Project; and

WHEREAS, on March 24, 2005 the City created the Midtown Miami Community Redevelopment Agency (Agency) with the authority to transact business and exercise powers under and pursuant to Florida's Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes; and

WHEREAS, on June 7, 2005, the BCC adopted Resolution R-626-05, approving the Community Redevelopment Plan for the Agency and approving a First Amendment to the Interlocal Agreement, a copy of which is attached hereto as Exhibit II, which added the Agency as

5

a party to the Interlocal Agreement, released the City's and the County's obligation to contribute Economic Incentive Payments to the District, and established the responsibility of the Agency to make annual payments of tax increment revenues from the Redevelopment Trust Fund to the District in accordance with Article III of the Interlocal Agreement; and

WHEREAS, the City, the County, the District, and the Agency now desire to amend certain provisions of the Interlocal Agreement; and

WHEREAS, this Board wishes to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated in this resolution by reference,

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

Section 1. The matters contained in the foregoing recitals are incorporated into the body of this Second Amendment; and to the Interlocal Agreement by reference.

Section 2. The Board approves the terms of and authorizes the Mayor or his designee to execute and deliver the Second Amendment to the Interlocal Agreement between the County, the City, the District, and the Agency in substantially the form attached to this resolution.

The foregoing resolution was offered by Commissioner **Carlos A. Gimenez**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of July, 2008. 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: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

SECOND AMENDMENT TO
INTERLOCAL AGREEMENT

among

THE CITY OF MIAMI, FLORIDA

and

MIAMI-DADE COUNTY, FLORIDA

and

MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT

and

MIDTOWN MIAMI COMMUNITY REDEVELOPMENT AGENCY

dated as of _____, 2008

SECOND AMENDMENT TO
INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT, dated as of _____, 2008 (this "Second Amendment"), is being entered into by and among The City of Miami, Florida (the "City"), Miami-Dade County, Florida (the "County"), the Midtown Miami Community Development District (the "District"), and the Midtown Miami Community Redevelopment Agency (the "Agency"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Interlocal Agreement (defined below).

WHEREAS, the City, the County, and the District entered into an Interlocal Agreement dated as of May 28, 2004 (the "Interlocal Agreement"), a copy of which is attached hereto as Exhibit "A;" and

WHEREAS, pursuant to Section 6.8 of the Interlocal Agreement, the Interlocal Agreement may be otherwise amended in writing as mutually agreed to by the District, the City Manager, and the County Manager; and

WHEREAS, the Midtown Miami Redevelopment Plan included construction of Public Parking Garages, a retail shopping center, condominiums, a mixed-use building, and Public Plaza Improvements; and

WHEREAS, pursuant to Article III of the Interlocal Agreement, the City and the County agreed to contribute Economic Incentive Payments to the District to pay the debt service obligations on the Parking Garage Bonds; and

WHEREAS, the City, the County, the District, and the Agency executed a First Amendment to the Interlocal Agreement on June 30, 2005, a copy of which is attached hereto as Exhibit "B," which added the Agency as a party to the Interlocal Agreement, released the City's and the County's obligation to contribute Economic Incentive Payments to the District, and amended certain related provisions of the Interlocal Agreement; and

WHEREAS, pursuant to Section 2 of the First Amendment to the Interlocal Agreement, the Agency has collected Tax Increment Revenues and has not contributed that Tax Increment Revenue to the District; and

WHEREAS, the City, the County, the District and the Agency now desire to amend the Interlocal Agreement and certain related provisions, so that the Tax Increment Revenues can be released to the District and to otherwise make the changes hereinafter set forth; and

NOW THEREFORE, in consideration of the premises and intending to be legally bound, the City, the County, the District, and the Agency agree as follows:

Section 1. The matters contained in the foregoing recitals are incorporated into the body of this Second Amendment by reference as if set forth herein.

Section 2. The Interlocal Agreement is hereby further amended as follows:

(a) Section 2.4.1 is deleted in its entirety and is replaced with the following;

2.4.1 The County and the City established the Community Redevelopment Agency and Community Redevelopment Area prior to June 30, 2005.

(b) Section 3.2 is deleted in its entirety and is reserved.

(c) Section 3.3.1 of the Interlocal Agreement is hereby deleted and replaced in its entirety with the following:

3.3.1 The parties agree that all conditions for the payment of Tax Increment Revenues by the Agency to the District., including the completion of the Parking Garage Component (the "Parking Garage") of the Redevelopment Plan and the Public Plaza Improvements (the "Public Plaza") to the Mid Block portion of the Project, along with 466,867 square feet of retail space and two (2) condominium buildings and a mixed use building with a total of 2,406,592 square feet, have been satisfied. The Agency shall pay Tax Increment Revenues actually received to the District from the Redevelopment Trust Fund annually in an amount, subject to the final valuation adjustment from the prior fiscal years, not to exceed the Annual Debt Service on the Bonds as set forth in the Debt Service Schedule, attached hereto as Exhibit "C," and any Debt Service Shortfall (defined below), until the Bonds are no longer outstanding and any Debt Service Shortfall is paid in full. The Agency shall include such Tax Increment Revenue payments in its annual budget, and shall transfer such Tax Increment Revenues received by the Community Redevelopment Agency by January 1 of each year to the District no later than January 15 of the same year, commencing on January 15, 2010. The Agency's obligation to make such payment timely is contingent upon the Agency receiving the Tax Increment Revenues from the Tax Collector.

The Tax Increment Revenues being held by the Agency for the years 2005, 2006 and 2007, less $80,000 to be paid to the City of Miami for costs related to the establishment of the CRA within thirty days (30) of the execution of this Amendment, shall be paid to the District, along with the Tax Increment Revenues received by the Agency on January 1, 2009, on or before January 15, 2009. Such payment shall be used to pay the Annual Debt Service on the Bonds as set forth in the Debt Service Schedule attached hereto as Exhibit "C."

In the event that the contribution of Tax Increment Revenues is insufficient in any year to pay the Annual Debt Service on the Bonds, (hereinafter referred to as the "Debt Service Shortfall") and in subsequent years the Tax Increment Revenues exceeds the debt service on the Bonds for such year (the "TIR Surplus"), the amount of the Tax Increment Revenues to be contributed to the District shall not exceed the Annual Debt Service on the Bonds for such year, together with any Debt Service Shortfall for which Tax Increment Revenues have not been contributed to the District.

In any year in which the Tax Increment Revenues exceed the debt service on the Bonds for such year, the TIR Surplus, up to the amount of the Debt Service Shortfall, that is contributed to the District shall be paid to the property owners of record within the District at the time the Tax Increment Revenues are contributed to the District. The District shall distribute the TIR Surplus to all property owners in proportion to the property owner's responsibility for District assessments and may, in the District's discretion, be credited against any future assessment due from the District's property

owners. The District shall present written evidence acceptable to the County and the City that the TIR Surplus was distributed to the property owners.

The Agency shall be annually compensated for all administrative services rendered by the Agency, subject to the availability of revenue in the Redevelopment Trust fund. Such administrative expenses payable out of the Redevelopment Trust Fund shall be capped at an amount not to exceed one percent (1%) of the TIR Surplus. For purposes of the administrative one percent (1%), this amount will be calculated by taking the midtown tax increment revenue at ninety-five percent (95%) and multiplying that amount by one percent (1%) which will produce the capped amount the Agency may spend on administrative expenses. In the event that the City advances funds for the support of the Agency's administrative expenses, the City shall receive reimbursement prior to the disbursement to the District provided that the County's approval of the Agency's administrative expenses does not affect the timely release of the disbursement to the District.

(d) Section 3.3.2 is deleted in its entirety and is reserved.

(e) Section 3.3.4 is amended as follows:

3.3.4 In no event shall the amount of payments of Tax Increment Revenues contributed to the District exceed the Annual Debt Service on the Bonds ***and any Debt Service Shortfall***. The obligation to transfer Tax Increment Revenue shall cease when the Bonds are no longer outstanding ***and any Debt Service Shortfall is paid in full***.

(f) Section 3.4.1 is deleted and replaced in its entirety with the following:

3.4.1 The obligation of the County and City to contribute Economic Incentive Payments to the District was extinguished by the First Amendment to the Interlocal attached as Exhibit "B."

(g) Article IV is deleted in its entirety and is reserved.

(h) Schedule I to the Interlocal Agreement is deleted in its entirety.

Section 3. This Second Amendment may be executed in any number of counterparts each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 4. Except as amended and supplemented by this Second Amendment, the remaining terms and provisions of the Interlocal Agreement is in all respects hereby ratified and confirmed and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the date first above written.

(SEAL)

MIAMI-DADE COUNTY, FLORIDA

_____
County Manager

ATTEST:

APPROVED AS TO FORM AND CORRECTNESS

_____
County Clerk

_____
County Attorney

(SEAL)

THE CITY OF MIAMI, FLORIDA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

(SEAL)

MIDTOWN MIAMI COMMUNITY
DEVELOPMENT DISTRICT

_____
Chairman, Board of Supervisors

ATTEST:

_____
Secretary, Board of Supervisors

(SEAL)

MIDTOWN MIAMI COMMUNITY
REDEVELOPMENT AGENCY

_____
Executive Director

ATTEST:

_____
Secretary

EXHIBIT A

Interlocal Agreement

INTERLOCAL AGREEMENT

AMONG

THE CITY OF MIAMI, FLORIDA

AND

MIAMI-DADE COUNTY, FLORIDA

AND

MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT

DATED May 28th, 2004

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and executed this 28th day of May , 2004 among The City of Miami, Florida, a municipal corporation (the "City"), Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County"), and the Midtown Miami Community Development District (the "District"), a local unit of special purpose government established pursuant to Section 1.01(A)(21) of the County's Home Rule Charter (the "Charter") and Chapter 190, Florida Statutes, as amended, known as the Uniform Community Development District Act of 1980 (the "Act").

W I T N E S S E T H:

WHEREAS, it is the purpose and intent of this Agreement to permit and authorize the City, the County and the District to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided for in this Agreement pursuant to Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 (the "Cooperation Act"); and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the City, the County and the District may exercise their respective powers, privileges, and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and

WHEREAS, Section 163.01(5)(f) of the Cooperation Act provides that an interlocal agreement may contain a method or formula for equitably providing for and allocating and financing capital and operating costs for capital projects and for the payment of debt service, including establishment of reserves on bonds, on the basis of the amount of benefits received or conferred by each participating government; and

WHEREAS, all of the lands contained within the boundaries of the District are located entirely within the boundaries of the City; and

WHEREAS, the Miami City Commission adopted Resolution No. R-03-135 on November 13, 2003, which supported the petition submitted to the County by Biscayne Development Partners LLC for the creation of the District; and

WHEREAS, the District was created by the County pursuant to Ordinance No. 03-271 adopted by the Board of County Commissioners of the County on December 16, 2003 and effective on December 26, 2003, for the purpose of delivering certain community development services and facilities within and outside the boundaries of the District; and

WHEREAS, the District has decided to undertake the construction of certain roadways (within and outside the boundaries of the District), water and sewer facilities, a stormwater management system, streetscape and landscape of parking garages pursuant to the Act as more fully described in Exhibit A – Part 1 attached to this Agreement (the "Project"); and

WHEREAS, in connection with the construction of the Project, Biscayne Development Partners LLC, a Florida limited liability company and previous owner of all the lands within the boundaries of the District, or one or more of its affiliates, expects to develop a portion of a mixed-use development within the boundaries of the District to be known as Midtown Miami (the "Development") and has sold a portion of the lands within the District to Developers Diversified Realty Corporation, an Ohio corporation, or one or more of its affiliates, which is expected to develop the remaining portion of the Development (Biscayne Development Partners LLC and Developers Diversified Realty Corporation and any applicable affiliate being collectively referred to as the "Developer"); and

WHEREAS, without construction of the Project the Development cannot be built; and

WHEREAS, upon completion, the Development is expected to contain a retail shopping center, residential condominium units with retail areas, an office tower with retail areas, rental apartments, a hotel, an entertainment facility which will include retail areas and a spa, public plazas, and parking facilities; and

WHEREAS, the Development is expected to stimulate economic development and growth within the City and the County benefiting their citizens and to generate significant revenues for the City and the County, including without limitation, increased ad valorem tax revenue, sales tax revenue, gas tax revenue, tourist or convention development tax revenue and other fees and charges related to the Development; and

WHEREAS, in light of these significant material benefits to be received and enjoyed by the County and the City and their respective residents and the fiscal benefit anticipated to be received by the County and the City as a result of the development of the Development, and in consideration for the performance by the District of its obligations described in this Agreement, the County and the City have agreed to participate in the development of the Project by making annual Economic Incentive Payments (defined herein) to the District to help defray a portion of the costs of the Project and as an additional source of security for the Bonds (defined herein), all in accordance with the terms of this Agreement; and

WHEREAS, pursuant to Chapter 163, Part III, Florida Statutes, as amended (the "Redevelopment Act"), the City and the County desire to cause the Community Redevelopment Agency (defined herein) to establish the Community Redevelopment Area (defined herein), and a community redevelopment plan, to enable the Community Redevelopment Agency to remove slum and blight within the boundaries of the Community Redevelopment Area; and

WHEREAS, the Redevelopment Act transfers redevelopment powers to counties with home rule charters such as the County, which is authorized to delegate certain of those powers to a municipality such as the City; and

WHEREAS, in the event that the Community Redevelopment Area is established, the County and the City shall cause the Community Redevelopment Agency to contribute Tax Increment Revenues (defined herein) to the District, and the County and the City shall reduce the

amount of Economic Incentive Payments to be paid to the District in proportion to the amount of Tax Increment Revenues paid to the District and shall, under certain circumstances, terminate their obligations to pay Economic Incentive Payments entirely, all in accordance with Article III of this Agreement; and

WHEREAS, the District intends to finance a portion of the costs of the Project as set forth in more detail in Exhibit A – Part 2 (the "Parking Garage Project"), from the proceeds of one or more series of Bonds, and a portion of the costs of the Project as set forth in more detail in Exhibit A – Part 3 (the "General Infrastructure Project"), from the proceeds of the County Loan (defined herein); and

WHEREAS, in the event that the County Loan is not provided to the District, the District intends to finance the General Infrastructure Project from the proceeds of General Infrastructure Project Bonds (defined herein); and

WHEREAS, the District intends to secure payment of the County Loan through the levy of non-ad valorem special assessments (the "Special Assessments") and to secure payment of the Bonds through Special Assessments, Economic Incentive Payments and Tax Increment Revenues received under this Agreement, as provided in the Indenture and the Loan Documents; and

WHEREAS, the parties have executed this Agreement for the purpose of setting forth (i) the obligations of the District in providing the Project; (ii) the conditions under which the County and the City shall be required to make Economic Incentive Payments to the District; (iii) the conditions under which the County and the City shall cause the Community Redevelopment Agency to pay Tax Increment Revenues to the District; (iv) the amounts to be paid by the County and the City and the sources from which the County and the City may, and may not, make such payments; (v) the obligation of the City and the County to cause the Community Redevelopment Agency to establish the Community Redevelopment Area; and (vi) other specific provisions relating to the payment of funds by the County and the City to the District; and

WHEREAS, in order to equitably apportion the burden of the costs of the Parking Garage Project, the District shall use the Economic Incentive Payments received from the City and the County and the Tax Increment Revenues received from the Community Redevelopment Agency to reduce the amount of Special Assessments actually collected on each parcel of land specially benefited by the Parking Garage Project in proportion to the amount of Economic Incentive Payments and/or Tax Increment Revenues generated by each such benefited parcel, all in accordance with the terms and conditions of the Indenture (defined herein) and the Special Assessment proceedings of the District; and

WHEREAS, the acquisition, construction, equipping and financing of the Project constitutes a public purpose in accordance with Section 166.021, Florida Statutes, and Section 125.045, Florida Statutes, and is in the best interests of all of the parties and their respective residents and citizens;

NOW THEREFORE, for and in consideration of the mutual premises set forth above and the covenants, obligations, duties and benefits set forth in this Agreement, the District, the City and the County agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 **Definitions**. In addition to terms defined within the text of this Agreement and in the Indenture, the capitalized terms set forth below shall have the following meanings, unless the context requires a different meaning:

"Annual Debt Service" shall mean level payments of principal and interest on the Bonds each year in accordance with the debt service schedule determined at the time the Bonds are issued.

"Bonds" shall mean the Midtown Miami Community Development District Special Assessment Bonds issued initially in one or more series pursuant to the provisions of the Indenture to finance the Parking Garage Project. "Bonds" shall not include the General Infrastructure Project Bonds.

"Certificate of Occupancy" shall mean a certificate of occupancy issued by the City pursuant to Section 106.1 of the Florida Building Code.

"Community Redevelopment Agency" shall mean a community redevelopment agency established by the City pursuant to the Redevelopment Act, with such powers delegated to it by the County pursuant to the Redevelopment Act.

"Community Redevelopment Area" shall mean the community redevelopment area established by the County and the City pursuant to the Redevelopment Act that has the same boundaries as the District and from which Tax Increment Revenues shall be derived.

"Completed Development Component" shall mean a Development Component with respect to which a Certificate of Occupancy has been issued.

"County Loan" shall mean the loan by the County to the District derived from the proceeds of the Section 108 Loan and secured by a pledge of Special Assessments in accordance with the Loan Documents.

"Development Component" shall mean each of the development components listed in Schedule 1.

"Economic Incentive Payment" shall mean annual payments to be made by the City and the County, respectively, from legally available Non-Ad Valorem Revenues, payable in accordance with Schedule I and Article III of this Agreement.

"Event of Impossibility" shall mean any official governmental action, whether legislative, executive or judicial, with regard to environmental contamination or adverse zoning changes that renders construction of the office component of Phase II impossible.

"Financial Advisor" shall mean an independent financial advisor engaged by the District, the City and the County for the purpose of delivering the certification in Section 3.4.1(B)(4) of this Agreement; provided, however, that the fees and expenses of the Financial Advisor shall be paid by the District.

"Fiscal Year" shall mean October 1 through September 30 of each year.

"General Infrastructure Project Bonds" shall mean one or more series of bonds issued under the Indenture to finance the General Infrastructure Project, and any additional bonds issued to refund all or a portion of the General Infrastructure Project Bonds or to complete the General Infrastructure Project. Neither Economic Incentive Payments nor Tax Increment Revenues shall be pledged to any such bonds.

"Indenture" shall mean the Master Trust Indenture, as amended and supplemented from time to time, to be entered into by and between the District and Wachovia Bank, National Association, as Trustee, in connection with the issuance of the Bonds and the General Infrastructure Project Bonds, if any.

"Loan Documents" shall mean the note, loan agreement and other related documents with respect to the County Loan.

"Maximum Annual Debt Service" shall mean, as of any particular date of calculation, the greatest amount of Annual Debt Service for the then current or any future bond year.

"Non-Ad Valorem Revenues" shall mean, with respect to the City and the County, as applicable, all revenues of the City and the County derived from any source whatsoever, other than ad valorem taxation on real or personal property, which is legally available to make the Economic Incentive Payments required herein, but only after provision has been made by the City or the County to pay for services and programs which are necessary for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or the County or which are legally mandated by applicable law.

"Progress Report" shall mean the progress report required to be delivered by the District to the City pursuant to Section 3.2.2 which shall include a description of the Development Component and a copy of the Certificate of Occupancy for the described Development Component.

"Redevelopment Trust Fund" shall mean the redevelopment trust fund to be established pursuant to Section 163.387 of the Redevelopment Act in which all Tax Increment Revenues shall be deposited by the Community Redevelopment Agency.

"Section 108 Loan" shall mean a loan by the U.S. Department of Housing and Urban Development to the County under Section 108 of the Housing and Community Development Act of 1974 for approximately $20,600,000.

"Tax Increment Revenues" shall mean the tax increment revenues generated within the Community Redevelopment Area and deposited in the Redevelopment Trust Fund pursuant to the Redevelopment Act.

ARTICLE II
REPRESENTATIONS; FINDINGS

Section 2.1 The County represents and warrants as follows:

2.1.1 The County is duly organized and validly existing as a political subdivision of the State of Florida.

2.1.2 The County has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement.

2.1.3 The County has duly authorized the execution and delivery of this Agreement, and assuming its due authorization, execution and delivery by the City and the District, this Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms, except to the extent that its enforceability may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

Section 2.2 The City represents and warrants as follows:

2.2.1 The City is duly organized and validly existing as municipal corporation under the laws of the State of Florida.

2.2.2 The City has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement.

2.2.3 The City has duly authorized the execution and delivery of this Agreement, and assuming its due authorization, execution and delivery by the County and the District, this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms, except to the extent that its enforceability may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

Section 2.3 The District represents and warrants as follows:

2.3.1 The District is duly organized and validly existing as a local unit of special purpose government under the Act and the Charter and as an independent special district under Chapter 189, Florida Statutes.

2.3.2 The District has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement and to issue the Bonds and the General Infrastructure Project Bonds, if any, pursuant to the Act.

2.3.3 The District has duly authorized the execution and delivery of this Agreement, and assuming its due authorization, execution and delivery by the County and the City, this Agreement constitutes a valid and legally binding obligation of the District, enforceable in accordance with its terms, except to the extent that its enforceability may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

Section 2.4 The City and the County agree as follows:

2.4.1 The County and City shall take all action necessary to cause the Community Redevelopment Agency to establish the Community Redevelopment Area as soon as practicable, and to amend this Agreement to include the Community Redevelopment Agency as a party, if necessary.

2.4.2 The County and the City shall cause the annual budget for the Community Redevelopment Agency to require the Community Redevelopment Agency to pay Tax Increment Revenues from the Community Redevelopment Area to the District annually in accordance with Article III of this Agreement. Excess Tax Increment Revenues shall be retained by the Community Redevelopment Agency in the Redevelopment Trust Fund and refunded to the City and the County at the end of each fiscal year of the Community Redevelopment Agency on a pro-rata basis in accordance with the annual budget and the Redevelopment Act.

2.4.3 The County and the City shall cause the Community Redevelopment Area and the Community Redevelopment Agency to remain in existence and the Tax Increment Revenues to remain unencumbered (except as contemplated by this Agreement) for so long as the Bonds are outstanding under the Indenture.

2.4.4 The County and the City shall enter into such agreements, and cause the Community Redevelopment Agency to enter into such agreements, and provide such annual information, and cause the Community Redevelopment Agency to provide such annual information, as shall be necessary to comply with Securities and Exchange Commission Rule 15c2-12 with respect to the Bonds. The County and the City shall provide, and cause the Community Redevelopment Agency to provide, information to the District necessary for inclusion in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum relating to the Bonds, and shall execute such closing certificates at the time of issuance of the Bonds as shall be reasonably requested by the District and the underwriter of the Bonds as to the accuracy of the information provided by each for inclusion therein.

Section 2.5 The District agrees as follows:

2.5.1 The Indenture shall provide that the holders of the Bonds will be on a parity with the County Loan and the General Infrastructure Project Bonds, if any, with respect to the Special Assessments. The District shall not pledge, permit a lien to be filed against or encumber in any manner the Special Assessments, other than as provided in this Agreement, the Indenture and the Loan Documents.

2.5.2 The District approves the establishment of a Community Redevelopment Area and the Community Redevelopment Agency by the County and the City to fund the Tax Increment Revenues and agrees to amend this Agreement to add the Community Redevelopment Agency as a party, if necessary.

2.5.3. The District shall not dissolve or expand or contract its boundaries for so long as the County Loan is outstanding under the Loan Documents and the Bonds are outstanding under the Indenture.

Section 2.6 It is found and declared that:

2.6.1 Expending public funds to finance the construction of the Project is in the best interests of the City, the County and the District and their respective citizens and residents.

2.6.2 Expending public funds to finance the construction of the Project will serve the valid and important public purpose of economic development and redevelopment by improving the local infrastructure of the City and the County and facilitating the development of the Development.

2.6.3 The construction of the Project and the development of the Development will serve the valid and important public purpose of protecting the health and welfare of the citizens of the City, the County and the District by fostering economic growth within the District and eliminating blight by attracting, creating and retaining retail and commercial business enterprises and residential development in the City and the County.

2.6.4 As part of the development of the Project, lands within the District will be designated as a "brownfield site" and will be subject to remediation of environmental hazards

ARTICLE III
FINANCING PLAN

Section 3.1 Generally.

3.1.1 Pursuant to the terms of the Indenture, the District shall issue the Bonds to pay a portion of the costs of the Project, and shall levy Special Assessments pursuant to the Act and Chapter 170, Florida Statutes, to the extent and in the amount necessary to pay outstanding debt service on the Bonds, the County Loan and the General Infrastructure Project Bonds, if any. As provided in the Indenture, for each bond year, the District shall evidence and certify to the tax

collector or cause the property appraiser to certify to the tax collector for collection pursuant to Chapter 197, Florida Statutes, or any successor statutes, as applicable, an amount equal to the Special Assessments levied by the District less the amount of Economic Incentive Payments and Tax Increment Revenues received by the District and available for payment in such bond year. In accordance with Section 3.2.3 below, the amount of Economic Incentive Payments to be paid by the County and the City each year shall be reduced by the amount of Tax Increment Revenues paid by the Community Redevelopment Agency in such year, and in the event the conditions set forth in Section 3.4 below are satisfied, the obligations of the County and the City to contribute Economic Incentive Payments shall be released. As provided in the Indenture, all Economic Incentive Payments and Tax Increment Revenues received by the District will be held by the Trustee in the funds and accounts established under the Indenture and disbursed by the Trustee in accordance with the terms and conditions of the Indenture.

3.1.2 In the event that the County Loan is not provided to the District, the District may issue the General Infrastructure Project Bonds or make alternate arrangements satisfactory to the County and the City to finance the costs of the General Infrastructure Project, as set forth in more detail in Section 3.2.4 below. The General Infrastructure Project Bonds shall be secured by Special Assessments on a parity with the Bonds.

3.1.3 The County and City are not responsible for any other costs or expenses of any kind with respect to the Parking Garage Project other than debt service on the Bonds as expressly provided for in this Agreement.

3.1.4 In the event Economic Incentive Payments and/or Tax Increment Revenues are insufficient to meet the Annual Debt Service on the Bonds, the District shall be responsible for the deficiency, and the District may collect Special Assessments to pay for such deficiency.

Section 3.2 <u>Economic Incentive Payments.</u>

3.2.1 Subject to Subsection 3.2.4 and 3.2.5, and Section 3.4 below, the City and the County shall each pay the Economic Incentive Payments to the District in the amounts set forth in Schedule I for each Completed Development Component, provided that such Economic Incentive Payments do not exceed the corresponding Annual Debt Service requirements on the Bonds. The Economic Incentive Payments for each Completed Development Component as set forth in Schedule I shall become payable to the District annually as described in Subsection 3.2.2 below, commencing as follows: (i) Economic Incentive Payments for the Completed Development Components for Phase I shall commence in the calendar year following the calendar year in which Certificates of Occupancy have been issued for at least ninety percent (90%) of the Development Components for Phase I, which shall include the retail component, as described in Schedule I of this Agreement, continuing each and every year thereafter (irrespective of Certificates of Occupancy for Development Components in future phases) through the term of this Agreement, subject to reduction in accordance with Subsection 3.2.3 below and elimination pursuant to Section 3.4 below, (ii) Economic Incentive Payments for Completed Development Components for Phase II shall commence in the calendar year following the calendar year in which Certificates of Occupancy have been issued for at least ninety percent (90%) of the Development Components for Phase II, which shall include the

office component unless development of the office component is subject to the occurrence of an Event of Impossibility (such an Event of Impossibility shall not reduce the foregoing 90% requirement), continuing each and every year thereafter (irrespective of Certificates of Occupancy for Development Components in future phases) through the term of this Agreement, subject to reduction in accordance with Subsection 3.2.3 below and elimination pursuant to Section 3.4 below.

3.2.2 No later than January 31st of each year during the term of this Agreement, the District shall submit a progress report (the "Progress Report") to the City, the County and the Community Redevelopment Agency setting forth the Completed Development Components, if any, as of January 1 of that year. For each Completed Development Component identified in such Progress Report, the City shall verify that a Certificate of Occupancy was issued for each. No later than December 31st of that same year, the City and the County shall pay to the District, subject to reduction in accordance with Subsection 3.2.3 below, the Economic Incentive Payments set forth in Schedule I due for each Completed Development Component described in the Progress Report, as well as for all Completed Development Components described in all prior Progress Reports. The District shall use the Economic Incentive Payments received from the City and the County solely to pay corresponding Annual Debt Service on the Bonds.

3.2.3 In the event that the Community Redevelopment Area and the Redevelopment Trust Fund are established on or before June 30, 2005, and the conditions set forth in Section 3.4.1(A) are satisfied, or in the event that the Community Redevelopment Area and the Redevelopment Trust Fund are established after June 30, 2005 and the conditions set forth in Section 3.4.1(B) are satisfied, the obligation of the County and the City to contribute Economic Incentive Payments to the District shall be extinguished. In the event that the Community Redevelopment Area and the Redevelopment Trust Fund are established after June 30, 2005, and Tax Increment Revenues are paid to the District pursuant to Section 3.3 below, the County and the City shall not be required to contribute Economic Incentive Payments to the District in any year in which the Tax Increment Revenues contributed to the District are at least equal to the debt service due on the Bonds for that year. Subject to Section 3.3.1. below, if the amount of Tax Increment Revenues contributed to the District in any year is less than the Annual Debt Service on the Bonds for that year and the Economic Incentive Payments have not been released pursuant to Section 3.4 below, the County and the City shall make Economic Incentive Payments to the District in an amount equal to the difference between the Annual Debt Service on the Bonds for that year and the Tax Increment Revenues received by the District in that year, provided that the sum of the Tax Increment Revenues and the Economic Incentive Payments contributed to the District in any year shall not exceed the total Economic Incentive Payments due to the District in that year pursuant to Schedule I attached to this Agreement.

3.2.4. As a precondition to the obligation of the County and the City to pay Economic Incentive Payments under this Section 3.2, the County shall have received approval from the U.S. Department of Housing and Urban Development for the Section 108 Loan, or (i) the District or the Developer shall have made alternate arrangements satisfactory to the County and the City to finance the General Infrastructure Project, which may include, without limitation, a loan from a third party lender or the issuance of General Infrastructure Project Bonds, notes, bond anticipation notes or other indebtedness under the Indenture secured by Special Assessments on

a parity basis with the Bonds, and (ii) the Developer shall have delivered a letter of intent to the County and the City regarding certain community incentives.

3.2.5. Notwithstanding anything contained in this Agreement to the contrary, the amount of Economic Incentive Payments contributed by the County and the City to the District in each year shall not exceed Annual Debt Service for that year.

Section 3.3 <u>Tax Increment Revenues</u>.

3.3.1 The City and the County desire to establish the Community Redevelopment Area and to cause the Community Redevelopment Agency to contribute Tax Increment Revenues to the District from the Redevelopment Trust Fund annually in an amount not to exceed Annual Debt Service on the Bonds. The County and the City shall cause the Community Redevelopment Agency to include such Tax Increment Revenue payments in the Community Redevelopment Agency's annual budget, and to require that such Tax Increment Revenues received by the Community Redevelopment Agency by January 1 of each year be transferred to the District no later than January 15 of the same year.

Notwithstanding anything to the contrary herein, the Community Redevelopment Agency shall not be obligated to contribute Tax Increment Revenues to the District until such time as Certificates of Occupancy have been issued for at least ninety percent (90%) of the Development Components for Phase I, including the retail component, as described in Schedule I of this Agreement. Upon the issuance of such Certificates of Occupancy, the Community Redevelopment Agency shall contribute Tax Increment Revenues to the District in accordance with this Section 3.3 in each and every year until the termination of ths Agreement; provided, however, in the event that the issuance of Certificates of Occupancy for at least ninety percent (90%) of the total Development Components for Phase II is not achieved by December 31, 2007, which shall include the office component, unless the development of the office component is subject to the occurrence of an Event of Impossibility, the Community Redevelopment Agency shall contribute Tax Increment Revenues in accordance with Section 3.3 only for those Development Components for which a Certificate of Occupancy has been issued by December 31, 2006. Upon the issuance of Certificates of Occupancy for at least ninety percent (90%) of the total Development Components for Phase II, the Community Redevelopment Agency shall contribute Tax Increment Revenues to the District in accordance with this Section 3.3 in each and every year until the termination of this Agreement.

3.3.2 In the event that the amount of Tax Increment Revenues deposited in the Redevelopment Trust Fund are insufficient to pay debt service on the Bonds and the obligations of the City and the County to contribute Economic Incentive Payments have not been extinguished pursuant to Section 3.4, all of the Tax Increment Revenues on deposit in the Redevelopment Trust Fund shall be contributed to the District provided the conditions for such contribution set forth in Section 3.3.1 above have been satisfied and the County and the City shall provide Economic Incentive Payments to the District in an amount necessary to satisfy such deficiency in accordance with Section 3.2 above.

3.3.3 Any Tax Increment Revenues on deposit in the Redevelopment Trust Fund in any calendar year in excess of the amounts due and transferred to the District under this Agreement in such year shall be refunded to the County and the City at the end of each fiscal year of the Community Redevelopment Agency on a pro-rata basis in accordance with the annual budget and the Redevelopment Act.

3.3.4 In no event shall the amount of payments of Tax Increment Revenues contributed to the District exceed the Annual Debt Service requirement on the Bonds. The obligation to transfer Tax Increment Revenues shall cease when the Bonds are no longer outstanding.

Section 3.4 <u>Release of Economic Incentive Payment Obligations</u>.

3.4.1 The obligations of the County and City to contribute Economic Incentive Payments to the District pursuant to Section 3.2 above shall be extinguished and replaced by the Community Redevelopment Agency's obligation to contribute Tax Increment Revenues pursuant to Section 3.3 above, if:

(A) In the event that the Community Redevelopment Area and the Redevelopment Trust Fund are established no later than June 30, 2005 and each of the following conditions is satisfied:

(1) this Agreement is amended to add the Community Redevelopment Agency as a party; and

(2) the District, the County and the City agree that the percentage of Tax Increment Revenues to be contributed to the Redevelopment Trust Fund by the County and the City in each calendar year while the Bonds are outstanding under the Indenture, shall be equal to the lesser of (i) the maximum percentage authorized by Section 163.387 of the Redevelopment Act, which currently is 95% (the "Maximum Percentage"), or (ii) a percentage less than the Maximum Percentage but sufficient to enable the Community Redevelopment Agency to pay to the District in each calendar year Tax Increment Revenues equal to the debt service on the Bonds in each such year for the remaining term of the Bonds.

(B) In the event that the Community Redevelopment Area and the Redevelopment Trust Fund are established after June 30, 2005 and each of the following conditions is satisfied:

(1) the County and the City are current on all Economic Incentive Payments due under this Agreement;

(2) this Agreement is amended to add the Community Redevelopment Agency as a party;

(3) the District, the County and the City agree that the percentage of Tax Increment Revenues to be contributed to the Redevelopment Trust Fund by the County and the City in each calendar year while the Bonds are outstanding under the Indenture, shall be

equal to the lesser of (i) the maximum percentage authorized by Section 163.387 of the Redevelopment Act, which currently is 95% (the "Maximum Percentage"), or (ii) a percentage less than the Maximum Percentage but sufficient to enable the Community Redevelopment Agency to pay to the District in each calendar year Tax Increment Revenues equal to the debt service on the Bonds in each such year for the remaining term of the Bonds; and

(4) the Financial Advisor certifies in writing to the District and the Trustee for the Bonds, that funds on deposit in the Redevelopment Trust Fund in the current calendar year are sufficient to enable the Community Redevelopment Agency to pay to the District Tax Increment Revenues equal to the Maximum Annual Debt Service on the Bonds.

Upon satisfaction of the conditions under paragraph (A) or (B) above, the County's and the City's obligations to contribute Economic Incentive Payments under this Agreement shall terminate.

Section 3.5 Issuance of Bonds.

3.5.1 The District may issue Bonds in one or more series to pay the capital costs of the Parking Garage Project including all costs and expenses related to the issuance of the Bonds; provided, however, the County and the City have an opportunity to participate in discussions relating to the structuring and pricing of the Bonds and have an opportunity to review and discuss costs and expenses related to the issuance of the Bonds. The obligations of the County and the City to contribute Economic Incentive Payments and the obligation of the Community Redevelopment Agency to contribute Tax Increment Revenues shall not exceed the Annual Debt Service on the Bonds in any year. The District may also issue General Infrastructure Project Bonds to finance the cost of the General Infrastructure Project and all costs and expenses related thereto in the event that the County Loan is not provided to the District.

3.5.2 The District may issue additional refunding Bonds provided the maturity on the refunding Bonds does not exceed the maturity on the refunded Bonds and the aggregate debt service on the refunding Bonds is equal to, or less than, the debt service on the refunded Bonds.

3.5.3 The District may, subject to Subsection 3.5.1 above, issue completion bonds under the Indenture to pay costs that exceed $51,204,019, the estimated cost of the Parking Garage Project to be financed through the issuance of the Bonds. The County and the City shall not be obligated to contribute Economic Incentive Payments and the Community Redevelopment Agency shall not be obligated to contribute Tax Increment Revenues to pay debt service on such completion bonds.

ARTICLE IV
COVENANT TO BUDGET AND APPROPRIATE

Section 4.1. The City and the County each covenant and agree to appropriate in their respective annual budgets, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available in each Fiscal Year, amounts sufficient to pay the Economic Incentive Payments when due pursuant to this Agreement, provided, that such Economic Incentive Payments shall not exceed the debt service on the Bonds in any Fiscal Year, less the amount of Tax Increment Revenues paid to the District in such year. Such covenant and agreement on the part of the City and the County to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent Economic Incentive Payments pursuant to this Agreement remain unpaid, and shall continue until such Economic Incentive Payments are paid, provided, however, such covenant and agreement shall terminate once the obligations of the County and the City to make Economic Incentive Payments are extinguished pursuant to Section 3.4. Notwithstanding the foregoing covenant of the City and the County, the City and the County do not covenant to maintain any services or programs, now provided or maintained by either the City or the County, which generate Non-Ad Valorem Revenues.

Section 4.2. Such covenant to budget and appropriate does not create any lien upon or pledge of Non-Ad Valorem Revenues, nor does it preclude the County or the City from pledging in the future their Non-Ad Valorem Revenues, nor does it require the City or the County to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the District a prior claim on the Non-Ad Valorem Revenues of the City and the County as opposed to claims of general creditors of the City or the County. Such covenant of the City and the County to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of any obligations secured by a pledge of Non-Ad Valorem Revenues prior to or subsequent to the date of this Agreement (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in the City's and the County's general annual budget for the purposes and in the manner stated in this Agreement shall have the effect of making available in the manner described in this Agreement, Non-Ad Valorem Revenues and placing on the City and the County a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet their respective obligations of making the Economic Incentive Payments, to the extent required by this Agreement, subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, and Section 129.07, Florida Statues, which provide, in part, that the governing body of each such municipality and county, respectively, make appropriations for each Fiscal Year which, in any one fiscal year, shall not exceed the amount to be received from taxation or other revenue sources, and subject further, to payments for services and programs which are essential public purposes affecting the health, welfare and safety of the inhabitants of the County and the City or which are legally mandated by applicable law.

Section 4.3. The Bonds shall not constitute a general obligation of the City, the County or the District within the meaning of any constitutional or statutory provision or limitation or a pledge of the City's, the County's or the District's full faith and credit, but shall be secured by and payable as to principal, premium, if any, and interest solely from the "Pledged Revenues" as defined in the Indenture, including primarily the Special Assessments, the Economic Incentive Payments, and the Tax Increment Revenues in the manner described in the Indenture.

ARTICLE V
PUBLIC INFRASTRUCTURE IMPROVEMENTS

Section 5.1. Roadways and Traffic Signals. As part of the Project, and pursuant to the Act, the District shall fund and construct new roadways within the boundaries of the District and fund and improve certain existing roadways outside the boundaries of the District. In particular, the District shall fund and construct certain new roadways within the boundaries of the District They are East Coast Avenue (NE 35th Street to NE 30th Street); Midtown Boulevard (NE 36th Street to NE 29th Street); NE 32nd Street (East Coast Avenue to North Miami Avenue); NE 34th Street (East Coast Avenue to North Miami Avenue); NE 31st Street (Midtown Boulevard to North Miami Avenue); Buena Vista Avenue (NE 36th Street to NE 32nd Street); NE 35th Street (East Coast Avenue to Midtown Boulevard); NE 30th Street (East Coast Avenue to Midtown Boulevard) (collectively, the "New Roadways"). Except for East Coast Avenue, which shall be owned and maintained by the District, the New Roadways shall be constructed within public rights of way.

The District shall also fund and improve certain roadways, which are located outside the boundaries of the District. They are NE 29th Street (between East Coast Avenue and North Miami Avenue) and NE 34th Street (between the District's eastern boundary line and NE 2nd Avenue) both of which are owned and operated by the City (the "Improved City Roadways"); and North Miami Avenue (between NE 29th Avenue and NE 36th Street) and NE 2nd Avenue (approximately 50' north and south of the intersection), both of which are owned and operated by the County (the "Improved County Roadways"). The improvements to the Improved County Roadways and the Improved City Roadways shall be within public rights of way of the County and the City, respectively. See Exhibit B prepared by the District's Consulting Engineer for a more complete description of the roadway improvements.

The District shall also fund and construct three new traffic signals at North Miami Avenue & NE 34th Street; NE 2nd Avenue and NE 34th Street; and Buena Vista Avenue and NE 36th Street.

The District shall agree to fund the costs of enhanced maintenance for the roadway improvements pursuant to a subsequent agreement to be entered into by the City and the District.

Section 5.2. Public Spaces. As part of the Project, and pursuant to the Act, the District shall also fund and construct public spaces, which will be owned and maintained by the District. The spaces are generally described as three public plazas on the east edge of Midtown Boulevard located at the intersections of contiguous development parcels; one public space located on the west side of Buena Vista Avenue between NE 32nd Street and NE 34th Street; one public space with a fountain located in the block abutting NE 36th Street between Buena Vista Avenue and Midtown Boulevard; and two or three linear parks along the west side of Midtown Boulevard. The public spaces may consist of landscaping, fountains, benches, parking, decorative lighting, pavers and other appurtenances.

ARTICLE VI
GENERAL PROVISIONS

Section 6.1 Term of Agreement. The term of this Agreement shall expire on the date that the Bonds are no longer outstanding under the Indenture and the County Loan has been satisfied (the "Term"). The obligation of the City and the County to make Economic Incentive Payments and the obligation of the Community Redevelopment Agency to make transfers of Tax Increment Revenues shall cease on the date the Bonds are no longer outstanding under the Indenture, even if such date is earlier than the end of the Term, provided, however, that the obligations of the County and the City to make Economic Incentive Payments may cease earlier pursuant to Section 3.4.

Section 6.2. Execution In Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.3. Limitation on Governmental Liability. Nothing in this Agreement shall be deemed a waiver of immunity limits of liability of either the City, the County or the District beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the County, the City or the District in its, his or their individual capacity, and neither the members of the governing body of the County, the City or the District nor any official executing this Agreement shall be liable personally or shall be subject to any accountability for reason of the execution by the County, the City or the District of this Agreement or any related act.

Section 6.4. Default. Each of the parties shall give the other parties written notice of any default under this Agreement and shall allow the defaulting party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the 30 days, to commence and thereafter diligently pursue to completion good faith efforts to effect such cure and to thereafter notify the other parties of the actual cure of any such default.

Section 6.5. Notices. All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows.

If to the City: The City of Miami, Florida
3500 Pan American Drive
Miami, Florida 33133
Attention: City Manager

With Copy to:	City Attorney's Office The City of Miami, Florida 444 S.W. 2nd Avenue, Suite 945 Miami, Florida 33130 Attention: City Attorney
If to the County:	Miami-Dade County, Florida Stephen P. Clark Center 111 N.W. 1st Street, Suite 2910 Miami, Florida 33128 Attention: County Manager
With a Copy to:	Office of the County Attorney Miami-Dade County, Florida Stephen P. Clark Center 111 N.W. 1st Street, Suite 2810 Miami, Florida 33128 Attention: County Attorney
If to the District:	Midtown Miami Community Development District c/o Severn Trent Services Inc. 210 N. University Drive, Suite 802 Coral Springs, Florida 33071 Attention: District Manager
With a Copy to:	Billing, Cochran, Heath, Lyles, Mauro & Anderson, P.A. 888 S.E. 3rd Avenue, Suite 301 Fort Lauderdale, Florida 33316 Attn: Dennis Lyles

Section 6.6. Assignment or Transfer. Except with respect to the District's pledge of Economic Incentive Payments and Tax Increment Revenues to the Trustee under the Indenture to secure the Bonds a party may not assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Florida without the prior written consent of the other party or to a private party or entity.

Section 6.7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the City, the County, the District, and their respective successors.

Section 6.8. Amendment and Waivers. Any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the District, the City Manager and the County Manager; provided, however, that any amendment or waiver that is material or results in a substantive change in the County's or the City's obligations under this Agreement shall be subject to the approval of the County Commission or the City Commission, as the case may be. For the purpose of this Section 6.8, "material" and "substantive change"

shall refer to amendments or modifications to this Agreement that affect the amount or duration of any Economic Incentive Payments, the term of this Agreement, or an increase in the size or scope of the Parking Garage Project.

Section 6.9. Filing. After approval of this Agreement by the respective governing bodies of the City, the County, and the District and its execution by the duly qualified and authorized officers of each of the parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court of Miami-Dade County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes.

Section 6.10. Applicable Law and Venue. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the County.

Section 6.11. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

Section 6.12. Entire Agreement. This instrument and all the attached exhibits and schedules constitute the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the County, and the District have each caused this Agreement to be executed and delivered as of the date indicated above:

(SEAL)

MIAMI-DADE COUNTY, FLORIDA

George M. Burgess, County Manager

ATTEST:

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

Gerald T. Heffernan, Asst. County Attorney

CITY OF MIAMI, FLORIDA, a Municipal Corporation of the State of Florida

Joe Arriola, City Manager

ATTEST:

for Priscilla A. Thompson, City Clerk

APPROVED AS TO INSURANCE:

APPROVED

Dania Carrillo, Risk Management Administrator

APPROVED AS TO FORM AND CORRECTNESS:

Alejandro Vilarello, City Attorney

(SEAL)

MIDTOWN MIAMI COMMUNITY
DEVELOPMENT DISTRICT

Chairman, Board of Supervisors

ATTEST:

Secretary, Board of Supervisors

EXHIBIT A

Part 1

The following table lists the improvements and the estimated cost of the Project:

Improvements	Estimated Cost
Roadways	$5,597,737
Water/Sewer	2,290,822
Drainage	2,791,286
Streetscape/Landscape	6,387,668
Irrigation	510,013
Plaza #P1	3,617,019
Overall Improvements	5,136,166
Parking Garages	45,337,889
Midblock Plaza & Misc. Public Improvements	5,866,130
Total	**$77,534,730**

Part 2

The following table lists the improvements and the estimated cost of the Parking Garage Project:

Improvements	Estimated Cost
Parking Garages	$45,337,889
Midblock Plaza & Misc. Public Improvements	5,866,130
Total	**$51,204,019**

Part 3

The following table lists the improvements and the estimated cost of the General Infrastructure Project:

Improvements	Estimated Cost
Roadways	$5,597,737
Water/Sewer	2,290,822
Drainage	2,791,286
Streetscape/Landscape	6,387,668
Irrigation	510,013
Plaza #P1	3,617,019
Overall Improvements	5,136,166
Total	**$26,330,711***

* The District expects to finance a portion of the General Infrastructure Project with certain grant monies contributed by various governmental entities.

EXHIBIT B

Roadway Improvements

Roadway Improvements. All roads will be designed and constructed in accordance with all applicable jurisdictional agency standards. (i.e. Miami-Dade County, City of Miami or Florida Department of Transportation (FDOT). Roadway construction will include sub-grade base, curbing, sidewalks, signage and striping. Roadway lighting will be constructed along the roads within the District.

Roadways outside the Boundary of the District (Off-site)

N. Miami Ave. The improvements consist of reconstructing approximately 2,350 ft. of existing, 4-lane urban roadway. The proposed center medians will be located between NE 32 street and NE 34 street. There will be sections of on-road, municipal parallel parking on the East side of the right-of-way located: between NE 32th St. and NE 35st St. with a clearance of approximately 50 ft. from each respective intersection. There will be dedicated left turn lanes where feasible from NE 29th street to NE 36th street.

NE 36th St. This is a state road. The improvements consist of reconstructing approximately 2,100 ft. of existing, 4-lane urban roadway. The proposed center medians will be located between where feasible.

NE 29th St. (West of R/R). The improvements consist of reconstructing approximately 875 ft. of existing, 4-lane urban roadway. Where feasible there will be municipal parallel parking on both sides of the road.

Roadways inside the Boundary of the District (On-site)

Buena Vista Ave. The improvements consist of constructing approximately 1400 ft. of new 2-lane, urban roadway. The road, which runs from NE 32nd St. to NE 36th St., will have on-road, municipal parallel parking on both its East and West sides. The parallel parking on both sides will run on the entirety of the street, but will provide approximately 50-100 ft. of clearance as

needed at the intersections: North side of NE 32nd St., both the north and south sides of NE 34 St. and the South side of NE 36th St., respectively.

Midtown Blvd. The improvements consist of constructing approximately 2,450 ft. of new 2-lane, urban roadway from NE 29th St. to NE 36th St. The roadway will have on-road, municipal parallel parking on both its east and west sides excluding approximately 50-100 ft. of clearance as needed on both sides of each of the respective intersections as needed: NE 29th St. (North side only), NE 31st St., NE 32nd St., NE 34th St. and NE 36th St. (South side only).

East Coast Ave. The improvements consist of constructing approximately 1,800 ft. of 2-lane urban, roadway from NE 30th St. to NE 35th St. The roadway will include on-road, private/loading parallel parking on the West side only. The parallel parking will run along the entire length of the avenue, and will provide approximately 50-100 ft. of clearance as needed on both sides of each respective street as needed: NE 30th St. (North side only), NE 32nd St., NE 34th St. and NE 35th St. (South side only).

NE 30th St. The improvements will consist of constructing approximately 350 ft. of urban, 2-lane roadway from NE 1st Pl. to E. Coast Ave. The roadway will include on-road, municipal parallel parking on both its north and south sides, providing approximately 75-100 ft. of clearance as needed at each of the respective intersections: NE 1st Pl and E. Coast Ave.

NE 31st St. The improvements will consist of constructing approximately 600 ft. of urban, 2-lane roadway from N. Miami Ave. to NE 1st Pl. The roadway will include on-road, municipal parallel parking on both its north and south sides, providing approximately 50-100 ft. of clearance as needed at each of the respective intersections: N. Miami Ave. and NE 1st Pl.

NE 35th St. The improvements will consist of constructing approximately 375 ft. of urban, 2-lane roadway from NE 1st Pl. to E. Coast Ave. The roadway will include on-road, municipal parallel parking on both its north and south sides, providing approximately 75 ft. of clearance at each of the respective intersections: NE 1st Pl and E. Coast Ave.

NE 32nd St. The improvements will consist of constructing approximately 1,050 ft. of urban, 2-lane roadway from N. Miami Ave. to E. Coast Ave. The roadway will include on-road,

municipal parallel parking on both its north and south sides, providing approximately 50-100 ft. of clearance as needed at each of the respective intersections: East side of N. Miami Ave., East and West sides of Market St. and NE 1st Pl., and West side of E. Coast Ave.

NE 34th St. The improvements will consist of constructing approximately 1,175 ft. of urban, 2-lane roadway from N. Miami Ave. to E. Coast Ave. The roadway will include on-road, municipal parallel parking on both its north and south sides along its length, providing approximately 50-100 ft. of clearance as needed at each of the respective intersections: East side of N. Miami Ave., East and West sides of Market St. and NE 1st Pl., and West side of E. Coast Ave. In the center of the right-of-way there will be medians along the length of the roadway, providing approximately 50-75 ft. of clearance as needed at each of the respective intersections: East side of N. Miami Ave., East and West sides of Market St. and NE 1st Pl., and West side of E. Coast Ave.

SCHEDULE I

Economic Incentive Payments

See attached.

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5-17-04 Midtown Miami Interlocal Agreement red line 1.doc

Schedule I

Economic Incentive Payments (E.I.P.)

Development Components By Phases

Phase I Components must be issued a Certificate of Occupancy no later than December 31, 2006	Sq.Ft./ Units	Devp. Unit	E. I. P. per Devp. Unit Phase C.O.	E.I.P. Per C.O. Devp.Component	Debt Service
Retail	600,000.00	600.00			
Integrated Parking & Midtown Plaza (Public)	2,914.00	258.56			
Condo Twr #1 w/ Rest.-Bar (374,500sq. Ft.)	374,500.00	374.50			
		1,233.06	$2;075.87	$2,559,680.00	$2,559,680.00
90% CO Issued*		1,109.76	$2,306.52	$2,559,680.00	
Phase II Components must be issued a Certificate of Occupancy no later than December 31, 2007					
Hotel/Spa (235,000 sq. ft.)	235,000.00	235.00			
Apartments (292,000 Sq. Ft.)	292,000.00	292.00			
Office	150,000.00	150.00			
Condo Twr #2 w/ Rest.-Bar (395,500 sq. ft.)	395,500.00	395.50			
Total Phase II		1,072.50			
Cumulative Phase II		2,305.56	$2,602.12	$5,999,360.00	$5,999,360.00
90% CO Issued**		2,075.01	$2,891.25	$5,999,360.00	
Phase III Components					
Condo Twr #3 w/Rest.-Bar (395,500 sq. ft.)	395,000.00	395.00			
Condo Twr #4 w/Rest.-Bar (395,500 sq. ft.)	395,000.00	395.00			
Total Phase III		790.00			
Cumulative Phase III		3,095.56	$1,937.53	$5,997,760.00	$5,997,760.00
Phase IV Components					
Condo Twr #5 w/Rest.-Bar (395,500 sq. ft.)	395,000.00	395.00			
Total Phase IV		395.00			
Cumulative Phase IV		3,490.56	$1,718.05	$5,996,960.00	$5,996,960.00
Phase V Components					
Condo Twr #6 w/Rest.-Bar (395,500 sq. ft.)	395,000.00	395.00			
Condo Twr #7 w/Rest.-Bar (395,500 sq. ft)	395,000.00	395.00			
Total Phase V		790.00			
Cumulative Phase V		4,280.56	$1,400.89	$5,996,610.00	$5,996,610.00
Phase VI Components					
Condo Twr #8 w/Rest.-Bar (395,500 sq. ft.)	395,000.00	395.00			
Total Phase VI		395.00			
Cumulative Phase VI		4,675.56	$1,282.49	$5,996,360.00	$5,996,360.00
Total Cumulative EIP				$32,546,730.00	
Total Cumulative Debt Service					$32,546,730.00

Upon Construction Completion of Phases

Year	Devp. Unit	E.I.P. per Devp.Comp.	Total E.I.P per yr.	Total Debt Service per yr.
*2008-2013			$32,546,730.00	$32,546,730.00
2014	4675.56	$1,282.38	$5,995,860.00	$5,995,860.00
2015	4675.56	$1,283.22	$5,999,760.00	$5,999,760.00
2016	4675.56	$1,282.70	$5,997,360.00	$5,997,360.00
2017	4675.56	$1,282.98	$5,998,660.00	$5,998,660.00
2018	4675.56	[illegible]	[illegible]	[illegible]

Exhibit B

First Amendment to the Interlocal Agreement

FIRST AMENDMENT

TO THE

INTERLOCAL AGREEMENT

AMONG

THE CITY OF MIAMI, FLORIDA

AND

MIAMI-DADE COUNTY, FLORIDA

AND

MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT

AND

MIDTOWN COMMUNITY REDEVELOPMENT AGENCY

DATED JUNE 30, 2005

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT, dated as of June 30, 2005 (this "First Amendment"), is by and among The City of Miami, Florida (the "City"), Miami-Dade County, Florida (the "County"), the Midtown Miami Community Development District (the "District"), and the Midtown Community Redevelopment Agency (the "Agency"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement (defined below).

WHEREAS, the City, the County, and the District entered into an Interlocal Agreement dated as of May 28, 2004 (the "Interlocal Agreement"); and

WHEREAS, on July 28, 2004, the District issued $73,580,000 aggregate principal amount of its Midtown Miami Community Development District, Special Assessment and Revenue Bonds, Series 2004A (Parking Garage Project) (the "Parking Garage Bonds"), to finance the costs of the Parking Garage Project; and

WHEREAS, on March 24, 2005, pursuant to Resolution No. 05-0194, the City created the Agency with the authority to transact business and exercise powers under and pursuant to Florida's Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, on April 14, 2005, pursuant to Midtown CRA Resolution No. R-05-002, and City Resolution No. R-05-0241, the Agency and the City adopted the Midtown Redevelopment Plan dated March, 2005 (the "Redevelopment Plan"); and

WHEREAS, on June 7, 2005, pursuant to Resolution No. R-626-05, the County approved the Redevelopment Plan, and

WHEREAS, on June 7, 2005, pursuant to Ordinance No. 05-108, the County authorized the creation and funding of a Redevelopment Trust Fund in accordance with the Redevelopment Act; and

WHEREAS, each component of the Parking Garage Project is a component of the Redevelopment Plan; and

WHEREAS, pursuant to Article III of the Interlocal Agreement, the City and the County have agreed to contribute Economic Incentive Payments to the District to pay the debt service obligations on the Parking Garage Bonds; and

WHEREAS, pursuant to Section 3.4 of the Interlocal Agreement, the City, the County and the District may amend the Interlocal Agreement to release the City's and the County's obligation to contribute Economic Incentive Payments to the District if, among other things, the Agency and

the Redevelopment Trust Fund are established prior to June 30, 2005, the Agency becomes a party to the Interlocal Agreement, and the Agency agrees to contribute tax increment revenues to the District to pay the debt service obligations on the Parking Garage Bonds; and

WHEREAS, the City, the County, the District, and the Agency now desire to so amend the Interlocal Agreement;

NOW, THEREFORE, in consideration of the premises and intending to be legally bound, the City, the County, the District, and the Agency agree as follows:

Section 1. The matters contained in the foregoing recitals are incorporated in this First Amendment by reference.

Section 2. The Agency agrees to become a party to, and be bound by the terms and conditions of, the Interlocal Agreement. The Agency shall contribute tax increment revenues from the Redevelopment Trust Fund to the District in accordance with Article III of the Interlocal Agreement. The Agency shall also enter into such agreements and provide such information as shall be necessary to comply with Securities and Exchange Commission Rule 15c2-12 with respect to the Parking Garage Bonds.

Section 3. Pursuant to Section 3.4.1(A) of the Interlocal Agreement, the City's and the County's obligation to contribute Economic Incentive Payments to the District is hereby released.

Section 4. The City, the County, and the Agency agree as follows:

(a) The effective dates for the creation of the Agency and the Redevelopment Trust Fund were March 24, 2005 and June 7, 2005, respectively.

(b) The annual budget for the Agency shall provide for the payment of tax increment revenues from the Redevelopment Trust Fund to the District annually in accordance with Article III of the Interlocal Agreement. In addition, the Agency and the Redevelopment Trust Fund shall remain in existence and the tax increment revenues shall remain unencumbered (except as contemplated by the Interlocal Agreement) for so long as the Parking Garage Bonds are outstanding. Provided, however, that all obligations of the Agency under the Interlocal Agreement and this Amendment shall cease after May 1, 2037.

(c) The percentage of tax increment revenues to be contributed to the Redevelopment Trust Fund by the County and the City in each calendar year through May 1, 2037 in which the Parking Garage Bonds are outstanding shall be equal to the lesser of (i) the maximum percentage authorized by Section 163.387 of the Redevelopment Act, which currently is 95% (the "Maximum Percentage"), or (ii) a percentage less than the Maximum Percentage but sufficient to enable the Agency to pay to the District in each calendar year tax increment revenues equal to the debt service on the Parking Garage Bonds in each such year for the remaining term of the Parking Garage Bonds, but in no event beyond May 1, 2037.

Section 5. This First Amendment may be executed in any number of counterparts each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 6. As amended and supplemented by this First Amendment, the Interlocal Agreement is in all respects hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the date first above written.

(SEAL)

ATTEST:

Secretary, Board of Supervisors

MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT, an independent special district created pursuant to Chapter 190, Florida Statutes ("District")

Bruce Cutright, Chairman
Board of Supervisors

(SEAL)

ATTEST:

Priscilla A. Thompson,
Clerk of the Board

MIDTOWN COMMUNITY REDEVELOPMENT AGENCY of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes ("Agency")

Johnny L. Winton, Chairman

(SEAL)

ATTEST:

Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida ("County")

6/30/05

George M. Burgess, County Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Gerald T. Heffernan, Asst. County Attorney

(SEAL)

ATTEST:

Priscilla A. Thompson, City Clerk

THE CITY OF MIAMI, FLORIDA, a municipal corporation of the State of Florida ("City")

Joe Arriola, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

Jorge L. Fernandez, City Attorney

Exhibit C

Debt Service Schedule

Midtown Miami

Community Development District

SERIES 2004A Special Assessment and Revenue Bonds
Parking Garage Project
DEBT SERVICE SCHEDULE - COMBINED
Updated 1/08/08

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/04	$73,580,000.00		$0.00	$1,171,800.00	
05/01/05	$73,580,000.00		$0.00	$2,268,000.00	$3,439,800.00
11/01/05	$73,580,000.00		$0.00	$2,268,000.00	
05/01/06	$73,580,000.00		$0.00	$2,268,000.00	$4,536,000.00
11/01/06	$73,580,000.00		$0.00	$2,268,000.00	
05/01/07	$73,580,000.00		$0.00	$2,268,000.00	$4,536,000.00
11/01/07	$73,580,000.00		$0.00	$2,268,000.00	
05/01/08	$73,580,000.00		$250,000.00	$2,268,000.00	$4,786,000.00
11/01/08	$73,330,000.00		$0.00	$2,260,500.00	
05/01/09	$73,330,000.00		$955,000.00	$2,260,500.00	$5,476,000.00
11/01/09	$72,375,000.00		$0.00	$2,231,850.00	
05/01/10	$72,375,000.00		$1,015,000.00	$2,231,850.00	$5,478,700.00
11/01/10	$71,360,000.00		$0.00	$2,201,400.00	
05/01/11	$71,360,000.00		$1,075,000.00	$2,201,400.00	$5,477,800.00
11/01/11	$70,285,000.00		$0.00	$2,169,150.00	
05/01/12	$70,285,000.00		$1,140,000.00	$2,169,150.00	$5,478,300.00
11/01/12	$69,145,000.00		$0.00	$2,134,950.00	
05/01/13	$69,145,000.00		$1,215,000.00	$2,134,950.00	$5,484,900.00
11/01/13	$67,930,000.00		$0.00	$2,098,500.00	
05/01/14	$67,930,000.00		$1,285,000.00	$2,098,500.00	$5,482,000.00
11/01/14	$66,645,000.00		$0.00	$2,059,950.00	
05/01/15	$66,645,000.00		$1,365,000.00	$2,059,950.00	$5,484,900.00
11/01/15	$65,280,000.00		$0.00	$2,019,000.00	
05/01/16	$65,280,000.00		$1,450,000.00	$2,019,000.00	$5,488,000.00
11/01/16	$63,830,000.00		$0.00	$1,975,500.00	
05/01/17	$63,830,000.00		$1,540,000.00	$1,975,500.00	$5,491,000.00
11/01/17	$62,290,000.00		$0.00	$1,929,300.00	
05/01/18	$62,290,000.00		$1,635,000.00	$1,929,300.00	$5,493,600.00
11/01/18	$60,655,000.00		$0.00	$1,880,250.00	
05/01/19	$60,655,000.00		$1,735,000.00	$1,880,250.00	$5,495,500.00
11/01/19	$58,920,000.00		$0.00	$1,828,200.00	
05/01/20	$58,920,000.00		$1,845,000.00	$1,828,200.00	$5,501,400.00
11/01/20	$57,075,000.00		$0.00	$1,772,850.00	
05/01/21	$57,075,000.00		$1,960,000.00	$1,772,850.00	$5,505,700.00
11/01/21	$55,115,000.00		$0.00	$1,714,050.00	

Midtown Miami

Community Development District

SERIES 2004A Special Assessment and Revenue Bonds
Parking Garage Project
DEBT SERVICE SCHEDULE - COMBINED
Updated 1/08/08

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
05/01/22	$55,115,000.00		$2,080,000.00	$1,714,050.00	$5,508,100.00
11/01/22	$53,035,000.00		$0.00	$1,651,650.00	
05/01/23	$53,035,000.00		$2,210,000.00	$1,651,650.00	$5,513,300.00
11/01/23	$50,825,000.00		$0.00	$1,585,350.00	
05/01/24	$50,825,000.00		$2,345,000.00	$1,585,350.00	$5,515,700.00
11/01/24	$48,480,000.00		$0.00	$1,515,000.00	
05/01/25	$48,480,000.00		$2,495,000.00	$1,515,000.00	$5,525,000.00
11/01/25	$45,985,000.00		$0.00	$1,437,031.25	
05/01/26	$45,985,000.00		$2,655,000.00	$1,437,031.25	$5,529,062.50
11/01/26	$43,330,000.00		$0.00	$1,354,062.50	
05/01/27	$43,330,000.00		$2,825,000.00	$1,354,062.50	$5,533,125.00
11/01/27	$40,505,000.00		$0.00	$1,265,781.25	
05/01/28	$40,505,000.00		$3,010,000.00	$1,265,781.25	$5,541,562.50
11/01/28	$37,495,000.00		$0.00	$1,171,718.75	
05/01/29	$37,495,000.00		$3,200,000.00	$1,171,718.75	$5,543,437.50
11/01/29	$34,295,000.00		$0.00	$1,071,718.75	
05/01/30	$34,295,000.00		$3,410,000.00	$1,071,718.75	$5,553,437.50
11/01/30	$30,885,000.00		$0.00	$965,156.25	
05/01/31	$30,885,000.00		$3,630,000.00	$965,156.25	$5,560,312.50
11/01/31	$27,255,000.00		$0.00	$851,718.75	
05/01/32	$27,255,000.00		$3,865,000.00	$851,718.75	$5,568,437.50
11/01/32	$23,390,000.00		$0.00	$730,937.50	
05/01/33	$23,390,000.00		$4,110,000.00	$730,937.50	$5,571,875.00
11/01/33	$19,280,000.00		$0.00	$602,500.00	
05/01/34	$19,280,000.00		$4,380,000.00	$602,500.00	$5,585,000.00
11/01/34	$14,900,000.00		$0.00	$465,625.00	
05/01/35	$14,900,000.00		$4,660,000.00	$465,625.00	$5,591,250.00
11/01/35	$10,240,000.00		$0.00	$320,000.00	
05/01/36	$10,240,000.00		$4,960,000.00	$320,000.00	$5,600,000.00
11/01/36	$5,280,000.00		$0.00	$165,000.00	
05/01/37	$5,280,000.00		$5,280,000.00	$165,000.00	$5,610,000.00
			$73,580,000.00	$103,905,200.00	$177,485,200.00

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE.

WITNESS MY HAND AND OFFICIAL SEAL OF

IN THE COUNTY OF Broward
FLORIDA, THIS 27th DAY OF May
20 08.