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

Memorandum

MIAMI-DADE COUNTY

Date: February 1, 2011

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

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

From: George M. Burgess
County Manager

Resolution No. R-65-11

Subject: Resolution Authorizing Miami-Dade County Mayor and the County Attorney to Accept the Dedications and Donations of the Parcel of Land Which Encompasses the Metrobus Transit Hub Property Located Within the Kendall Town Center at 9155 SW 162nd Avenue in Miami

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or Mayor's designee to accept from West Kendall Holdings, LLC (c/o General Growth Properties, Inc.) (the "Developer") the parcel of land (Transit Hub Property) situated in Miami-Dade County with the legal description: "Tract "F", KENDALL TOWN CENTER, according to the plat thereof, as recorded in Plat Book 167 at Page 35 of the Public Records of Miami-Dade County, Florida, lying and being in Section 5, Township 55 South and Range 39 East, Miami-Dade County, Florida."

SCOPE

The property is physically located within Commission District 11. However, the riding public will benefit from these transit services; therefore, this item will have a countywide impact.

FISCAL IMPACT/FUNDING SOURCE

The acceptance of this property results in no fiscal impact to Miami-Dade County, as the land and construction of the Transit Hub will be donated by the Developer. The land value is estimated at $1.5 million and the capital cost for the transit hub is estimated at $3 million. The annual on-going operation and maintenance is approximately $30,000 and will be funded from the Miami-Dade Transit (MDT) Operating budget.

TRACK RECORD/ MONITOR

The program monitor responsible for the planning development of the transit terminal is Maria Batista, Principal Planner, MDT.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution, which include authority for the Mayor or Mayor's designee to execute this Special Warranty Deed and record said deed in accordance with R-974-09.

BACKGROUND

The Transit Hub Property is located within the Kendall Town Center. The Kendall Town Center is a Development of Regional Impact (DRI). It is a 158± acre mixed-use development project located on the south side of North Kendall Drive at approximately S.W. 162nd Avenue. This DRI was approved by the Board on February 22, 2001 by Resolution No. Z-6-01, (Development Order). The approved Kendall Town Center DRI development program included a movie theater, hotel, retail and restaurants and a Metrobus terminal.

A corresponding zoning resolution, Resolution No. Z-7-01, was adopted in connection with the approval of the DRI Development Order and a declaration of restrictions was recorded on the property tying the development to a site plan. This site plan included a Metrobus Transit Hub that was funded, constructed, and donated by the Developer to the County.

In 2004, an amendment to the DRI was approved pursuant to Resolution No. Z-27-04, passed and adopted on June 24, 2007 (the Amended Development Order), which amended Z-6-01 and approved modifications to the original Development Order to provide greater specificity in the development and traffic improvements. The amended development program now consists of the following:

- 350,000 sf. office;
- 50,000 sf. community/youth center/municipal use;
- 750,000 sf. retail and restaurants;
- 24 screen 4,300 seat movie theater;
- 145 hotel rooms;
- 300 bed hospital;
- 200 bed senior assisted living facility or 125 unit senior residential building; and
- Metrobus terminal for multiple routes.

A corresponding zoning Resolution (No. Z-26-04) was adopted in connection with the approval of the modification of the DRI and a modification of declaration of restrictions was recorded on the property tying the development to the modified development plan and which again included the Metrobus Transit Hub.

Since 2004, a significant amount of the infrastructure work required for the project has been completed by the Developer. In addition, Baptist Health has obtained building permits for and commenced construction of a hospital and medical office building within the project, which is anticipated to receive its certificate of occupancy (COO) during the first quarter of 2011. In early 2010, the property owner and MDT met to complete and approve design plans which met the Department's requirements. In May 2010, the Department of Planning & Zoning (DPZ) approved a substantial compliance plan for the required Metrobus Transit Hub. Building permits were issued for the construction of the Metrobus Transit Hub in August 2010. Construction began in July 2010 and the Metrobus Transit Hub is expected to receive its COO by December 2010.

The attached resolution will provide the County the authorization to accept the property and structure for the Transit Hub Property for MDT's use. The Kendall Cruiser, and two KAT transit services, the Sunset KAT and Killian KAT, will utilize this property as a transit hub for buses to recover at the end of the line.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: February 1, 2011

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

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

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

✓ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)(A)
2-1-11

RESOLUTION NO. R-65-11

RESOLUTION AUTHORIZING MIAMI-DADE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ACCEPT FROM WEST KENDALL HOLDINGS, LLC (C/O GENERAL GROWTH PROPERTIES, INC.) THE PARCEL OF LAND WHICH ENCOMPASSES THE TRANSIT HUB PROPERTY LOCATED WITHIN THE KENDALL TOWN CENTER AT 9155 SW 162 AVENUE

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

WHEREAS, West Kendall Holdings, LLC (General Growth Properties, Inc.) desires to grant this property to the County Mayor or designee on behalf of Miami-Dade County, the parcel of land (the Transit Hub Property) situated in Miami-Dade County with the legal description being: "Tract "F", Kendall Town Center, according to the plat thereof, as recorded in Plat Book 167 at Page 35 of the Public Records of Miami-Dade County, Florida, lying and being in Section 5, Township 55 South and Range 39 East, Miami-Dade County, Florida." The local address is 9155 SW 162nd Avenue,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board accepts this Transit Hub Property from West Kendall Holdings for the purposes of operating and maintaining a Transit Hub, and hereby authorizes the County Mayor or designee to execute same for and on behalf of Miami-Dade County, with the right to exercise all provisions contained therein; and pursuant to Resolution No. R-974-09, (a) directs the County Mayor or County Mayor's designee to record the instruments of conveyances accepted herein in the Public Records of Miami-Dade

County and to provide a recorded copy of each instrument to the Clerk of the Board within thirty (30) days of execution of said instruments; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of each of said instruments together with this resolution.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			aye
Audrey M. Edmonson, Vice Chairwoman			aye
Bruno A. Barreiro	aye	Lynda Bell	aye
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	absent
Natacha Seijas	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of February, 2011. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

THIS INSTRUMENT WAS PREPARED BY AND WHEN RECORDED RETURN TO:

Joseph G. Goldstein, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

Folio No.: 30-5905-029-0060

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 23 day of November, 2010, between West Kendall Holdings, LLC, a Maryland limited liability company (c/o The Howard Hughes Corporation), whose mailing address is 10275 Little Patuxent Parkway, Columbia, Maryland 21044 ("Grantor") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose mailing address is 111 N.W. 1st Street, Miami, Florida 33128 ("Grantee").

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars ($10.00), lawful money of the United States of America, to it in hand paid by the Grantee at or before the ensealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm, unto the Grantee and its successors and assigns forever, the following described parcel of land (the "Transit Hub Property") situate, lying and being in the County of Miami-Dade ("County"), State of Florida, to wit:

See Exhibit "A" attached

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Real property taxes, assessments and special district levies, for the year in which this conveyance occurs and for subsequent years;

2. zoning and other regulatory laws and ordinances affecting the Transit Hub Property;

3. easements, reservations, restrictions, rights of way, and other matters of record, if any, without serving to reimpose same, right of tenants in possession, and matters as would be disclosed by an accurate survey of the Transit Hub Property.

GRANTOR further covenants, declares, prescribes, binds and imposes upon the Transit Hub Property the covenants, conditions and other restrictions set forth in the "Restrictive Covenants and Conditions" referenced in Exhibit "B" attached hereto and made a part hereof; and that Grantee accepts the Transit Hub Property, subject to these Restrictive Covenants and Conditions which shall bind Grantee and its successors and assigns, and shall run with the Transit Hub Property.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby specially warrants the title to said Transit Hub Property and will defend the same against the lawful claims (excluding those arising out of the encumbrances and other matters described above) of any persons claiming by, through or under the said Grantor, but none others.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its proper officers the day and year first above written.

West Kendall Holdings, LLC, a Maryland limited liability company

By: _____
Print name: Grant Herlitz
Title: President

WITNESSES:

_____
Print name: Andrew Zeitman

_____
Print name: Kay Weinmann

STATE OF Texas)
) ss.:
COUNTY OF Dallas)

The foregoing Special Warranty Deed, was acknowledged before me this 23 day of November, 2010, by Grant Herlitz, as President of West Kendall Holdings, LLC, a Maryland limited liability company; who (✓) is personally known to me, or has ( ) produced _____ as identification.

_____
Signature of Notary Public
Name: Rhonda K. Bishop
My Commission Expires: 02-01-2011

(Notary Seal)

RHONDA K BISHOP
Notary Public, State of Texas
My Commission Expires
February 01, 2011

EXHIBIT "A"

Transit Hub Property

Legal Description:

Tract "F", KENDALL TOWN CENTER, according to the plat thereof, as recorded in Plat Book 167 at Page 35 of the Public Records of Miami-Dade County, Florida, lying and being in Section 5, Township 55 South and Range 39 East, Miami-Dade County, Florida.

EXHIBIT "B"

RESTRICTIVE COVENANTS AND CONDITIONS

In consideration of the conveyance made in the deed to which these Restrictive Covenants and Conditions are attached, Grantor hereby establishes, declares and prescribes, and Grantee for itself, its heirs, successors and assigns, as owner of the land declared as "Transit Hub Property" and referred to in Exhibit "A", hereby agrees by acceptance of the deed that the said property will be owned, held, transferred and conveyed subject to, the restrictive covenants and conditions hereinafter set forth, which shall apply to and be covenants running with the land; and Grantee, its successors and assigns, and every present or future owner of the said property or of any part thereof, including any purchaser at a judicial sale (by acceptance of a deed therefor, whether or not it will be so expressed in such deed of conveyance) (hereinafter the "then owner") hereby covenants to comply with, abide and be bound by these Restrictive Covenants and Conditions.

1. **PURPOSE AND INTENT.** "Kendall Town Center" is the project name (or subdivision name) used by Grantor to identify a Master Plan Multi-Use Planned Development Project (the "Project") being developed by it in the County of Miami-Dade (the "County"), State of Florida. The Grantor, as present owner of the Project acknowledges that it has made and will continue to make a considerable investment of money and effort in the creation and development of the Project which the aforementioned property is a part thereof, and that Grantor has a continuing financial interest in the quality of the Project. The purpose and intent of these covenants is, therefore, to assure that the development, operation and maintenance of the Transit Hub Property is in harmony with the Project, is a complementary part of the Project, and observes standards commensurate with the planning, design, general architectural scheme, layout, operation, various property owners' regimes and aesthetics of the Project.

2. **PERMITTED USE.** The Transit Hub Property may be only used as a Metrobus Terminal and no other use or purpose whatsoever (which will be deemed to exclude all other permitted uses) (the foregoing permitted use is herein called the "Permitted Use"). Grantee acknowledges and agrees that the conveyance hereof does not include the transfer of any development rights and/or entitlements, other than its use as a Metrobus Terminal, under the terms of that certain Development Order under Miami-Dade County Resolution No. Z-6-01, Z-7-01, Z-26-04 and Z-27-04, as they may be amended from time to time.

3. **CONDITION.** It is acknowledged by the Grantee that the Project has received consideration for the dedication of said aforementioned property in the form of exception from the County's concurrency regulations pursuant to Section 33G-5(a)4 of Miami-Dade County Code and that this conveyance does not entitle the Grantee to any impact fees credits or contributions-in-lieu of fee reimbursement.

4. **COVENANT RUNNING WITH THE LAND.** These restrictions, covenants, conditions, obligations, reservations, rights, powers and charges herein provided for will constitute servitude in and upon the Transit Hub Property and every part thereof, and will run with the land and inure to the benefit of and be enforceable by Grantor, its heirs, successors and

assigns (as described hereinabove). No failure to enforce any restriction, covenant, condition, obligation, reservation, right, power, or charge herein contained will in any event be deemed a waiver of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge.

5. **REVERTER.** It is expressly provided that if and when a Trigger Event occurs, the title to the Transit Hub Property, at the request of Grantor, its successors and assigns, shall automatically revert to Grantor, its successors or assigns, and it or they shall have the right to immediately re-possess the same. For purposes hereof, the term "Trigger Event" shall mean the lawful and permanent discontinuance for a period of one (1) year or longer of the use of the Transit Hub Property for the Permitted Use. It is acknowledged by the Grantee that the Project has received consideration for the dedication of the Land in the form of an exception from the County's concurrency regulations pursuant to Section 33G-5(a)4 of the Code of Miami-Dade County and that this conveyance does not entitle the Grantor to any impact fee credits or contribution-in-lieu of fee reimbursement.

6. **CARE AND APPEARANCE OF LAND.** Grantee shall maintain the Transit Hub Property in a reasonably acceptable condition in harmony with its surrounding and adjoining premises. Other than fire trucks, police, transit or transit patrons and maintenance vehicles operating in the normal course of their responsibilities, no other vehicles (tents, trailers of any description, whether readily movable or not, trucks, campers, motor homes, vans with or without side windows) shall be permitted to use or park on such property. During the course of maintaining such property and its landscaping, all debris, equipment and excess, surplus or remaining construction materials, of whatever nature, will be promptly cleared and removed and shall not be of any hindrance to all or any adjoining premises. All utilities (to be installed before or after development) within such property or in street rights-of-way or utility easements or on private property, will be installed and maintained underground. No waste paper, trash, refuse pile or unsightly objects will be allowed to be placed or suffered to remain anywhere on such property.

7. **PARTIES WHO MAY ENFORCE.** These restrictions will be enforceable by all available legal and equitable means by Grantor or its heirs, successors or assigns. No person or entity (including, without limitation, any owners of adjacent or nearby property, any condominium association, merchants' or other association, or governmental or quasi-governmental authority) will be deemed a third party beneficiary hereof or have any rights to enforce any of the provisions contained herein, nor will Grantor have any duty to any such persons or entities to do so.

8. **TERMS.** This declaration (the Restrictive Covenants and Conditions) in its entirety is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date the deed to which it is attached is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by both the then owner(s) of the Transit Hub Property and the Grantor, its heirs, successors and assigns, has been recorded agreeing to change the provisions in whole or in part.

9. **ACCEPTANCE OF DECLARATION.** The Grantor acknowledges that acceptance of this declaration does not obligate the County in any manner (other than as set forth in this declaration), nor does it entitle the Grantor to a favorable recommendation or approval of any application, permit, zoning or otherwise, and the Board of County Commissioners retains its full power and authority to deny each application in whole or in part and decline to accept any conveyance.

10. **OWNER.** The term Owner shall include all heirs, successors, and/or assigns.