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

MEMORANDUM

Agenda Item No. 8(L)(1)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	November 1, 2016
FROM:	Abigail Price-Williams County Attorney	**SUBJECT:**	Resolution authorizing Historic Preservation Ad Valorem Tax Exemption for the rehabilitation of 2901 Collins Avenue, Miami Beach, Florida, pursuant to Florida Statutes section 196.1997 and section 16A-18 of the Code of Miami-Dade County, Florida; directing the Mayor to execute and record covenant; and authorizing the Mayor to exercise provisions contained therein

Resolution No. R-984-16

This item was amended from the original version as stated in the County Mayor's memorandum.

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: November 1, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Historic Preservation Ad Valorem Tax Exemption for the Seville Hotel
2901 Collins Avenue, Miami Beach, Florida

This item was amended at the October 11, 2016 meeting of the Unincorporated Municipal Service Area Committee to correct the ten-year tax abatement period to reflect January 1, 2015 through January 1, 2025. The original item incorrectly reflected January 1, 2017 through January 1, 2027.

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the ad valorem tax exemption for the property located at 2901 Collins Avenue, Miami Beach, Florida, pursuant to the provisions of Florida Statutes Section 196.1997 and Section 16A-18 of the Code of Miami-Dade County.

Scope

This property is located within Commission District 5, which is represented by Commissioner Bruno A. Barreiro. However, the impact of the agenda item is countywide.

Fiscal Impact/Funding Source

The annual amount of ad valorem taxes to be exempted for the ten-year period is determined by applying the countywide operating millage against the taxable value of the qualifying improvements to the property. The ad valorem tax exemption is not applicable to other taxing authorities.

Based on this methodology, the estimated tax exemption for one (1) year is $295,982, split between the hotel and seven (7) condominium units within the historic portion. These estimates were provided by the Property Appraiser and are attached to this transmittal memorandum (see the Revenue Implications Reports). However, the annual value of the tax exemption during the ten-year period may fluctuate based on adjustments to either the countywide operating millage or the Property Appraiser's taxable value of the qualifying improvements to the property. Countywide operating ad valorem property taxes will still be assessed and collected on the remaining taxable value that did not qualify for the exemption. Following the ten-year incentive period, the County will begin to assess and collect the Countywide operating millage on the full value of the property, inclusive of the previous exempt improvements.

Track Record/Monitor

The Assistant Director of Planning in the Department of Regulatory and Economic Resources, Mark R. Woerner, will be responsible for implementation. County Historic Preservation staff and/or the Preservation Officer of the municipality in which the property is located will conduct periodic reviews of the property to insure that the improvements are maintained for the duration of the tax abatement.

The tax exemption takes effect on January 1 following substantial completion of the improvement and extends for a ten-year period, which for this property and these units will start on January 1, 2015 and end on January 1, 2025. Failure by the owners to adhere to these standards would result in revocation of the exemption

Background

In 1993, the State of Florida legislature approved tax exemptions for historic properties and enabled local governments the option to provide this property tax exemption for eligible historic properties.

The purpose of this legislation is to encourage the preservation of historic buildings by offering an economic incentive to those property owners who take on the responsibility of restoring and maintaining a designated historic structure. The exemption is not for the entire assessed value of the property. The tax exemptions are calculated from what the value of the renovations to the historic property were, and only apply to the countywide portion of the property's tax bill. An exemption may also be granted on the municipal portion of the property tax bill if approved by the respective municipality. Furthermore, all applicants must meet certain criteria as set forth by the Florida Department of State, Division of Historical Resources, in order for a tax exemption to be allowed, including:

- Certification that the property has been designated historic by the applicable preservation board;
- Certification that the property has received approval for the improvements by the applicable preservation board; and
- A determination that the planned improvements are consistent with the Secretary of the Interior's Standards for Rehabilitation.

To obtain the County's ad valorem tax exemption, Part I of the application (construction plans) must be submitted prior to construction to ensure adherence to the rehabilitation standards. When the project is complete, the owner/applicant must submit Part II of the application (post-construction documents) along with a signed covenant. The local preservation officer must also review and authorize the work for Part I and Part II of the application.

Upon review and approval of Part II, the item can then be placed on the County's Historic Preservation Board agenda. The Property Appraiser prepares the Revenue Implications Report when they consider the project substantially complete, and provides this report to the County's Office of Historic Preservation. The tax exemption is calculated using the millage rate for the year in which the project was completed.

The Seville Hotel, located at 2901 Collins Avenue, Miami Beach, Florida, is a contributing structure within the Collins Waterfront Historic District (a locally designated district), and is a contributing structure within the Collins Waterfront Architectural District (a National Register district).

Before its restoration, the hotel sat vacant for several years. Work included the meticulous replacement of all the glass in the windows and doors to ensure the retention of the original configuration and fenestration; restoration of the porte-cochere, entry steps and glass curtain wall on the significant southern-facing entrance; repair of character-defining features such as the brise soleil, balcony, eyebrows and cheese holes; reintroduction of the "Seville" signage and ceramic wall tiles on the south elevation sidewalls; and restoration of the historic diving board and sundial.

Part of the overall project included the construction of a new condominium tower, which was not included in the exemption calculations. The exemption is limited to the historic hotel and seven (7) condominium units that are either completely or partially within the historic structure. The seven (7) units that are getting an exemption include units 1203, 1204, 1205, 1206, 1207, 1404 and 1407.

Jack Osterholt
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: November 1, 2016

FROM: Abigail Price-Williams, County Attorney

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

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(1)
11-1-16

RESOLUTION NO. R-984-16

RESOLUTION AUTHORIZING HISTORIC PRESERVATION AD VALOREM TAX EXEMPTION FOR THE REHABILITATION OF 2901 COLLINS AVENUE, MIAMI BEACH, FLORIDA, PURSUANT TO FLORIDA STATUTES SECTION 196.1997 AND SECTION 16A-18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; DIRECTING THE MAYOR OR DESIGNEE TO EXECUTE AND RECORD COVENANT; AND AUTHORIZING MAYOR OR DESIGNEE TO EXERCISE PROVISIONS CONTAINED THEREIN

WHEREAS, the Florida Legislature has authorized counties and local governments to grant tax exemptions to historic properties for the incremental value added by approved restoration work, provided that the owner covenants to maintain the historic nature of the property during the term of the tax exemption; and

WHEREAS, Miami-Dade County has enacted enabling legislation to provide such exemption, codified at Section 16A-18 of the Code of Miami-Dade County, Florida (the "Code"); and

WHEREAS, the property located at 2901 Collins Avenue, Miami Beach, Florida, inclusive of units 1203, 1204, 1205, 1206, 1207, 1404, and 1407, was designated as a contributing structure within a local historic district by the City of Miami Beach, and is a contributing structure within a National Register district; and

WHEREAS, the Miami-Dade County Historic Preservation Board, pursuant to Resolution No. 2016-01, a copy of which is attached hereto and incorporated by reference, recommended that the exemption be allowed and certified to the Board of County Commissioners that 2901 Collins Avenue, Miami Beach, Florida, inclusive of units 1203, 1204,

1205, 1206, 1207, 1404, and 1407, is a contributing structure within a local historic district and a contributing structure within a National Register district, and that the proposed improvements are consistent with the United States Secretary of the Interior's Standards for Rehabilitation, and meets the criteria established in the rules adopted by the Department of State; and

WHEREAS, the property owners have executed the necessary covenants, which are attached and made part of this resolution,

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

Section 1. The foregoing recitals are approved and incorporated in this resolution.

Section 2. This Board finds that the property, located at 2901 Collins Avenue, Miami Beach, Florida, inclusive of units 1203, 1204, 1205, 1206, 1207, 1404, and 1407, meets the requirements of Section 16A-18 of the Code and, therefore, that the application for a historic preservation tax exemption is hereby granted to Seville Acquisition LLC, RPL 1204 LLC, Fondaco USA Corporation, Jon Rappaport, SOBE Edition Estates LLC, and MMHK Properties, as the owners of the property located at 2901 Collins Avenue, Miami Beach, Florida, inclusive of units 1203, 1204, 1205, 1206, 1207, 1404, and 1407. The tax exemption hereby authorized shall run for 10 years beginning on January 1st following the date that the Property Appraiser prepares and signs the revenue implication form, which for this property and these units will start on January 1, [[~~2017~~]][1] >>2015<< and end on January 1, [[~~2027~~]] >>2025<<

[1] Committee amendments are indicated as follows: words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

Section 3. Pursuant to Resolution No. R-974-09, the Board directs the Mayor or designee to sign the attached covenants and record it with the deed for the property in the Public Records of Miami-Dade County, Florida, and to provide a recorded copy of the covenants to the Clerk of the Board within 30 days of execution of said covenants, and directs the Clerk of the Board to attach and permanently store a recorded copy of the covenants together with this resolution.

Section 4. The Mayor or designee is authorized to exercise the provisions contained in the covenants.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.** , who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**absent**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Dennis C. Moss	**absent**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of November, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

James Eddie Kirtley

MIAMI-DADE COUNTY
HISTORIC PRESERVATION BOARD
STEPHEN P. CLARK CENTER
111 N. W. FIRST STREET
MAILBOX 114, (12TH FLOOR)
MIAMI, FLORIDA 33128
305-375-4958

CFN 2016R0213720
OR BK 30033 Pgs 4938-4940 (3Pgs)
RECORDED 04/13/2016 11:15:43
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE COUNTY
HISTORIC PRESERVATION BOARD

RESOLUTION NO. 2016-01

RESOLUTION RECOMMENDING
2901 COLLINS AVENUE, SEVILLE HOTEL, MIAMI BEACH, FLORIDA
TO RECEIVE THE
HISTORIC PRESERVATION AD VALOREM TAX EXEMPTION

WHEREAS, the Miami-Dade Historic Preservation Board has determined that the property located at 2901 Collins Avenue, Miami Beach, Florida is of architectural and historic significance and is a locally designated historic site, and is a contributing structure within a Miami Beach historic district; and

WHEREAS, the improvements to the property have met the Secretary of the Interior's Standards for Rehabilitation to the satisfaction of this Board; and

WHEREAS, the property, the Seville Hotel, is located at 2901 Collins Avenue, Miami Beach, Florida, with a legal description as such:

LEGAL DESCRIPTION: LOTS 1 TO 6 & TR S LOT 1 BLOCK 11 & E OF MB OR LESS POR SLY & ADJ LOT, 1 BEING 35FT IN OCEAN & CIRC PARC, BET BLKS 8 & 11 SURROUNDED BY 29, ST FKA MIAMI BCH DR BEING 90FT IN, DIAM & NLY PORT OF 29TH ST BEING, SLY OF BLK 11 & E OF COLLINS AVE, & W OF TR SLY OF LOT 1 BLK 11 PER RES 89-19665, LESS PORT DESC IN CONDO DECL; OR 29330-1292 NAU 02 3226 054

Miami Beach Improvement Co Subdivision, According to the Plat thereof as recorded in Plat Book 5, Page 7, of the Public Records of Miami-Dade County, Florida.

FOLIO NUMBER: 02-3226-001-1070; and

MIAMI-DADE COUNTY
HISTORIC PRESERVATION BOARD
STEPHEN P. CLARK CENTER
111 N. W. FIRST STREET
MAILBOX 114, (12TH FLOOR)
MIAMI, FLORIDA 33128
305-375-4958

WHEREAS, The Property Appraiser shall consider the following to be eligible for inclusion in the tax exemption calculations: all of the historic hotel, five of the condominium units that are within the historic portion, and those portions of the three condominium units that exist partially within the historic building.

NOW, THEREFORE, BE IT RESOLVED, that the Historic Preservation Board, on February 18, 2015, voted to approve the Ad Valorem Tax Exemption for 2901 Collins Avenue, Miami Beach, Florida, and therefore, recommends to the Board of County Commisioenrs of Miami-Dade County, Florida that the property received the tax exemption for historic properties for the County's portion of the millage pursuant to 16A-18 Miami-Dade County Code. This recommendation has been conditioned upon the following which were presented to the Board:

1. The completed rehabilitation project was reviewed and approved by the municipal Historic Preservation Officer and is in accordance with the documents and plans presented to and approved by this Board.

2. The filing of an appropriate covenant approved by the County Attorney.

3. The rehabilitation project is reviewed and evaluated by the County Property Appraiser with the completion of a "Historic Preservation Revenue Implications Report."

Prepared by:

Kathleen Kauffman

Kathleen Kauffman, Historid Preservation Chief
Office of Historic Preservation

MIAMI-DADE COUNTY
HISTORIC PRESERVATION BOARD
STEPHEN P. CLARK CENTER
111 N. W. FIRST STREET
MAILBOX 114, (12TH FLOOR)
MIAMI, FLORIDA 33128
305-375-4958

Resolution #2016-01
Page 3

Board Members	Vote
Gary Appel	RECUSED
Wendy Auerbach	YES
Ruth Campbell	ABSENT
Adriana Cantillo	YES
Rick Cohen	YES
Dr. Paul George	ABSENT
Lourdes Solera	YES
Mitch S. Novick	ABSENT
JoEllen Phillips, Chair	YES
Enid C. Pinkney	YES
Ronda Vangates	ABSENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Kathleen Kauffman who is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 12 day of April, 2016, in the County and State aforesaid.

(Notary Seal)

CLAUDIA LUNA
Notary Public - State of Florida
Commission # FF 244589
My Comm. Expires Feb 2, 2019
Bonded through National Notary Assn.

Signature of Notary

Notary, Public State of Florida

Claudia Luna
Printed Name

My Commission Expires:_____

MIAMI-DADE COUNTY

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made on the_____day of_____, 2014, by Seville Acquisition, LLC, (hereinafter referred to as the Owner) and in favor of MIAMI-DADE COUNTY, (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 2901 Collins, Miami Beach, FL which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance.

The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located are _XX__architecture, ____history, ____archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows: (include folio number and legal description, consisting of repository, book, and page numbers) _____

Folio # 02-3226-001-1070

Legal Description: Lots 1 to 6 TR S Lot 1 Blk 11 & E of MB or less Por Sly & AdJ Lot 1 Being 35Ft I Ocean & Circ Parc Bet Blks 8 & 11 Surrounded by 29 St. FKA Miami Bch Dr Being 90Ft in Daim & NLY Port of 29th St Being Sly of Blk 11 & E of Collins Ave.

In consideration of the exemption granted by the Local Government, the Owner hereby agrees to the following for the ten-year period beginning on January 1st after the improvements are substantially completed:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Local Historic Preservation Office.

The address of the certified Local Historic Preservation Office with review jurisdiction is:

Name of Office/Agency: City of Miami Beach Planning Department

Address: 1700 Convention Center Drive

City: Miami Beach Zip: 33139 Phone: 305-673-7550

Contact Person: Debbie Tackett Title: Senior Planner

Email: dtackett@miamibeachfl.gov

3. (Only for properties of archaeological significance) The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the Local Historic Preservation Office and appropriate representatives of the Local Government, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office in writing of the damage of the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and

environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Local Historic Preservation Office in writing of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption.

If the Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. The Owner shall have 30 days to respond indicating any extenuating circumstances which show that the damage was not deliberate or due to gross negligence.

If the Owner cannot show such extenuating circumstances, he shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who

shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.

9. The terms of this Covenant shall be binding on the current Property owner, transferees, and their heirs, successors, or assigns.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

OWNER(S): Seville Acquisition, LLC

Name	Signature	Date
Timothy J. Grisius		11/20/14

CERTIFIED LOCAL GOVERNMENT REPRESENTATIVE:

Name	Signature	Date
Deborah Tackett		6/7/16

Preservation & Design Manager
Title

COUNTY REPRESENTATIVE:

Carlos A. Gimenez, Mayor	Signature	Date

RECEIVED
MAY 25 2016
MIAMI-DADE COUNTY
OFFICE OF HISTORIC PRESERVATION

MIAMI-DADE COUNTY

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made on the 11 day of April, 2016, by SEVILLE ACQUISITION LLC, a Delaware limited liability company, (hereinafter referred to as the Owner) and in favor of MIAMI-DADE COUNTY, (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 2901 Collins Avenue, Unit 1203, Miami Beach, Florida (The Seville) which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance.

The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located are __XX__architecture, ____history, ____archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows: (include folio number and legal description, consisting of repository, book, and page numbers) 2901 COLLINS CONDO, UNIT 1203, UNDIV 0.033717105% INT IN COMMON ELEMENTS OFF REC 29330-1292; Folio # 02-3226-054-0120.

In consideration of the exemption granted by the Local Government, the Owner hereby agrees to the following for the ten-year period beginning on January 1st after the improvements are substantially completed:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Local Historic Preservation Office.

The address of the certified Local Historic Preservation Office with review jurisdiction is:

Name of Office/Agency: City of Miami Beach Historic Preservation Department

Address: Planning Department, 1700 Convention Center Drive

City/State: Miami Beach, FL Zip: 33139 Phone: 305-673-7000

Contact Person: Debbie Tackett Title: Preservation and Design Manager

Email: deborahtackett@miamibeachfl.gov

3. (Only for properties of archaeological significance) The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the Local Historic Preservation Office and appropriate representatives of the Local Government, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office in writing of the damage of the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Local Historic Preservation Office in writing of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

OWNER(S):

Deborah Herman	[signature]	4/11/16
Name Secretary Seville Acque	Signature	Date
Name	Signature	Date

CERTIFIED LOCAL GOVERNMENT REPRESENTATIVE:

Deborah Tackett	[signature]	6/7/16
Name	Signature	Date
Preservation & Design Manager		
Title		

COUNTY REPRESENTATIVE:

Carlos A. Gimenez, Mayor	Signature	Date

MIAMI-DADE COUNTY

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made on the_____day of _____, 2016, by RPL 1204 LLC, a Delaware limited liability company, (hereinafter referred to as the Owner) and in favor of MIAMI-DADE COUNTY, (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 2901 Collins Avenue, Unit 1204, Miami Beach, Florida (The Seville) which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance.

The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located are __XX__architecture, ____history, ____archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows: (include folio number and legal description, consisting of repository, book, and page numbers) __2901 COLLINS CONDO, UNIT 1204, UNDIV 0.033183677% INT IN COMMON ELEMENTS OFF REC 29330-1292; Folio # 02-3226-054-0150.

In consideration of the exemption granted by the Local Government, the Owner hereby agrees to the following for the ten-year period beginning on January 1st after the improvements are substantially completed:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Local Historic Preservation Office.

The address of the certified Local Historic Preservation Office with review jurisdiction is:

Name of Office/Agency: City of Miami Beach Historic Preservation Department

Address: Planning Department, 1700 Convention Center Drive

City/State: Miami Beach, FL Zip: 33139 Phone: 305-673-7000

Contact Person: Debbie Tackett Title: Preservation and Design Manager

Email: deborahtackett@miamibeachfl.gov

3. (Only for properties of archaeological significance) The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the Local Historic Preservation Office and appropriate representatives of the Local Government, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office in writing of the damage of the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Local Historic Preservation Office in writing of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption.

If the Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. The Owner shall have 30 days to respond indicating any extenuating circumstances which show that the damage was not deliberate or due to gross negligence.

9. If the Owner cannot show such extenuating circumstances, he shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.The terms of this Covenant shall be binding on the current Property owner, transferees, and their heirs, successors, or assigns.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

OWNER(S):

GABRIELLA GIRONDI — Name
Signature — Signature
04.13.2016 — Date

PAOLO BASILICO — Name
Signature — Signature
04.13.2016 — Date

CERTIFIED LOCAL GOVERNMENT REPRESENTATIVE:

Deborah Tackett — Name
Signature — Signature
6/7/16 — Date
Preservation & Design Manager — Title

COUNTY REPRESENTATIVE:

Carlos A. Gimenez, Mayor — Name
Signature — Signature
Date — Date

MIAMI-DADE COUNTY

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made on the_____day of _____, 2016, by FONDACO USA CORPORATION, a Florda coproration, (hereinafter referred to as the Owner) and in favor of MIAMI-DADE COUNTY, (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 2901 Collins Avenue, Unit 1205, Miami Beach, Florida (The Seville) which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance.

The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located are __XX__architecture, ____history, ____archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows: (include folio number and legal description, consisting of repository, book, and page numbers) __2901 COLLINS CONDO, UNIT 1205, UNDIV 0.322227952% INT IN COMMON ELEMENTS OFF REC 29330-1292; Folio #02-3226-054-0170.

In consideration of the exemption granted by the Local Government, the Owner hereby agrees to the following for the ten-year period beginning on January 1st after the improvements are substantially completed:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Local Historic Preservation Office.

The address of the certified Local Historic Preservation Office with review jurisdiction is:

Name of Office/Agency: City of Miami Beach Historic Preservation Department

Address: Planning Department, 1700 Convention Center Drive

City/State: Miami Beach, FL Zip: 33139 Phone: 305-673-7000

Contact Person: Debbie Tackett Title: Preservation and Design Manager

Email: deborahtackett@miamibeachfl.gov

3. (Only for properties of archaeological significance) The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the Local Historic Preservation Office and appropriate representatives of the Local Government, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office in writing of the damage of the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Local Historic Preservation Office in writing of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption.

If the Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. The Owner shall have 30 days to respond indicating any extenuating circumstances which show that the damage was not deliberate or due to gross negligence.

9. If the Owner cannot show such extenuating circumstances, he shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.The terms of this Covenant shall be binding on the current Property owner, transferees, and their heirs, successors, or assigns.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

OWNER(S):

ALEX ZERBONE	[signature]	6/26/16
Name FUNDACIO OSA (CORPORATION)	Signature	Date
Name	Signature	Date

CERTIFIED LOCAL GOVERNMENT REPRESENTATIVE:

Deborah Tackett	[signature]	6/7/16
Name	Signature	Date
Preservation & ~~Preserv~~ Design Manager		
Title		

COUNTY REPRESENTATIVE:

Carlos A. Gimenez, Mayor	Signature	Date

MIAMI-DADE COUNTY

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made on the_____day of _____, 2016, by JON RAPPAPORT (hereinafter referred to as the Owner) and in favor of MIAMI-DADE COUNTY, (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 2901 Collins Avenue, Unit 1206, Miami Beach, Florida (The Seville) which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance.

The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located are __XX__architecture, ____history, ____archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows: (include folio number and legal description, consisting of repository, book, and page numbers) __2901 COLLINS CONDO, UNIT 1206, UNDIV 0.33783784% INT IN COMMON ELEMENTS OFF REC 29330-1292; Folio # `02-3226-054-0190.

In consideration of the exemption granted by the Local Government, the Owner hereby agrees to the following for the ten-year period beginning on January 1st after the improvements are substantially completed:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Local Historic Preservation Office.

The address of the certified Local Historic Preservation Office with review jurisdiction is:

Name of Office/Agency: City of Miami Beach Historic Preservation Department

Address: Planning Department, 1700 Convention Center Drive

City/State: Miami Beach, FL Zip: 33139 Phone: 305-673-7000

Contact Person: Debbie Tackett Title: Preservation and Design Manager

Email: deborahtackett@miamibeachfl.gov

3. (Only for properties of archaeological significance) The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the Local Historic Preservation Office and appropriate representatives of the Local Government, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office in writing of the damage of the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Local Historic Preservation Office in writing of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption.

If the Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. The Owner shall have 30 days to respond indicating any extenuating circumstances which show that the damage was not deliberate or due to gross negligence.

9. If the Owner cannot show such extenuating circumstances, he shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.The terms of this Covenant shall be binding on the current Property owner, transferees, and their heirs, successors, or assigns.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

OWNER(S):

Name	Signature	Date
JON JAY LAPHAM		4-5-16

CERTIFIED LOCAL GOVERNMENT REPRESENTATIVE:

Name	Signature	Date
Deborah Tackett		6/7/16

Preservation & Design Manager
Title

COUNTY REPRESENTATIVE:

Carlos A. Gimenez, Mayor	Signature	Date

MIAMI-DADE COUNTY

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made on the_____day of _____, 2016, by MMHK PROPERTIES LLC, a Florida limited liability company (hereinafter referred to as the Owner) and in favor of MIAMI-DADE COUNTY, (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 2901 Collins Avenue, Unit 1207, Miami Beach, Florida (The Seville) which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance.

The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located are __XX__architecture, ____history, ____archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows: (include folio number and legal description, consisting of repository, book, and page numbers) __2901 COLLINS CONDO, UNIT 1207, UNDIV 0.22559566% INT IN COMMON ELEMENTS OFF REC 29330-1292; Folio # 02-3226-054-0210.

In consideration of the exemption granted by the Local Government, the Owner hereby agrees to the following for the ten-year period beginning on January 1st after the improvements are substantially completed:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Local Historic Preservation Office.

The address of the certified Local Historic Preservation Office with review jurisdiction is:

Name of Office/Agency: City of Miami Beach Historic Preservation Department

Address: Planning Department, 1700 Convention Center Drive

City/State: Miami Beach, FL Zip: 33139 Phone: 305-673-7000

Contact Person: Debbie Tackett Title: Preservation and Design Manager

Email: deborahtackett@miamibeachfl.gov

3. (Only for properties of archaeological significance) The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the Local Historic Preservation Office and appropriate representatives of the Local Government, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office in writing of the damage of the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Local Historic Preservation Office in writing of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption.

If the Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. The Owner shall have 30 days to respond indicating any extenuating circumstances which show that the damage was not deliberate or due to gross negligence.

9. If the Owner cannot show such extenuating circumstances, he shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.The terms of this Covenant shall be binding on the current Property owner, transferees, and their heirs, successors, or assigns.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

OWNER(S):

Name	Signature	Date
MMHK Properties LLC		4/18/2016

CERTIFIED LOCAL GOVERNMENT REPRESENTATIVE:

Name	Signature	Date
Deborah Tackett		6/7/16

Preservation & Design Manager
Title

COUNTY REPRESENTATIVE:

Carlos A. Gimenez, Mayor	Signature	Date

MIAMI-DADE COUNTY

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made on the 11 day of April, 2016, by SEVILLE ACQUISITION LLC, a Delaware limited liability company, (hereinafter referred to as the Owner) and in favor of MIAMI-DADE COUNTY, (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 2901 Collins Avenue, Unit 1404, Miami Beach, Florida (The Seville) which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance.

The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located are __XX__architecture, ____history, ____archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows: (include folio number and legal description, consisting of repository, book, and page numbers) 2901 COLLINS CONDO, UNIT 1404, UNDIV 0.082792496% INT IN COMMON ELEMENTS OFF REC 29330-1292; Folio # 02-3226-054-0160.

In consideration of the exemption granted by the Local Government, the Owner hereby agrees to the following for the ten-year period beginning on January 1st after the improvements are substantially completed:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Local Historic Preservation Office.

The address of the certified Local Historic Preservation Office with review jurisdiction is:

Name of Office/Agency: City of Miami Beach Historic Preservation Department

Address: Planning Department, 1700 Convention Center Drive

City/State: Miami Beach, FL Zip: 33139 Phone: 305-673-7000

Contact Person: Debbie Tackett Title: Preservation and Design Manager

Email: deborahtackett@miamibeachfl.gov

3. (Only for properties of archaeological significance) The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the Local Historic Preservation Office and appropriate representatives of the Local Government, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office in writing of the damage of the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Local Historic Preservation Office in writing of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

OWNER(S):

Name	Signature	Date
Deborah Herman Secretary Seville Acq. LLC.		
Name	Signature	Date

CERTIFIED LOCAL GOVERNMENT REPRESENTATIVE:

Name	Signature	Date
Title		

COUNTY REPRESENTATIVE:

Carlos A. Gimenez, Mayor	Signature	Date

MIAMI-DADE COUNTY

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made on the 24 day of May, 2016, by SOBE EDITION ESTATES LLC, a Florida limited liaiblity company (hereinafter referred to as the Owner) and in favor of MIAMI-DADE COUNTY, (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 2901 Collins Avenue, Unit 1407, Miami Beach, Florida (The Seville) which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance.

The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located are __XX__architecture, ____history, ____archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows: (include folio number and legal description, consisting of repository, book, and page numbers) 2901 COLLINS CONDO, UNIT 1407, UNDIV 0.087482219% INT IN COMMON ELEMENTS OFF REC 29330-1292; Folio # 02-3226-054-0220.

In consideration of the exemption granted by the Local Government, the Owner hereby agrees to the following for the ten-year period beginning on January 1st after the improvements are substantially completed:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Local Historic Preservation Office.

The address of the certified Local Historic Preservation Office with review jurisdiction is:

Name of Office/Agency: City of Miami Beach Historic Preservation Department

Address: Planning Department, 1700 Convention Center Drive

City/State: Miami Beach, FL Zip: 33139 Phone: 305-673-7000

Contact Person: Debbie Tackett Title: Preservation and Design Manager

Email: deborahtackett@miamibeachfl.gov

3. (Only for properties of archaeological significance) The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the Local Historic Preservation Office and appropriate representatives of the Local Government, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office in writing of the damage of the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Local Historic Preservation Office in writing of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption.

If the Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. The Owner shall have 30 days to respond indicating any extenuating circumstances which show that the damage was not deliberate or due to gross negligence.

9. If the Owner cannot show such extenuating circumstances, he shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.The terms of this Covenant shall be binding on the current Property owner, transferees, and their heirs, successors, or assigns.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

OWNER(S):

Olga Tsinker		05/27/2016
Name Manager	Signature	Date
Name	Signature	Date

CERTIFIED LOCAL GOVERNMENT REPRESENTATIVE:

Deborah Tackett		6/7/16
Name	Signature	Date
Preservation & Design Manager		
Title		

COUNTY REPRESENTATIVE:

Carlos A. Gimenez, Mayor	Signature	Date