

## MEMORANDUM

Agenda Item No. 8(C)(2)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

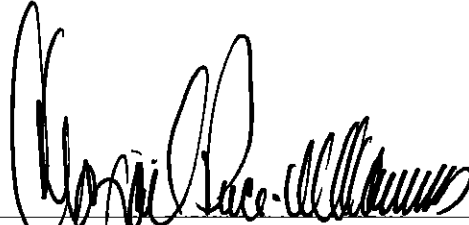
**DATE:** January 23, 2018

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving Mediated Settlement Agreement between Miami-Dade County, Board of trustees of the Internal Improvement Trust Fund of the State of Florida, Florida International University Board of Trustees, Roniel Rodriguez, IV, Old Republic National Title Insurance Company, and Strategic Properties Group, Inc. in an amount of \$100,000.00, of which \$40,000.00 shall be paid by the County

Resolution No. R-23-18

The accompanying resolution was prepared by the Cultural Affairs Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.



Abigail Price-Williams  
County Attorney

APW/cp

# Memorandum



**Date:** January 23, 2018

**To:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
County Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

**Subject:** Resolution Approving the Settlement of a Lawsuit between Miami-Dade County, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Florida International University Board of Trustees, Roniel Rodriguez, IV, Old Republic National Title Insurance Company, and Strategic Properties Group, Inc. Case No. 14-15650 CA 23

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve the attached settlement agreement of the lawsuit between Miami-Dade County, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIFF), Florida International University Board of Trustees (FIU), Roniel Rodriguez, IV, Old Republic National Title Insurance Company (National Title), and Strategic Properties Group, Inc. (Strategic) pending in the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Case No. 14-15650 CA 23, (the Lawsuit) in the amount of \$100,000 in favor of Strategic. National Title shall pay Strategic \$60,000 and the County shall pay Strategic \$40,000 as full and final satisfaction and payment for all claims relating to the Coconut Grove Playhouse property.

## **SCOPE**

This proposed settlement stems from litigation involving the State-owned, Coconut Grove Playhouse property and the privately-owned, adjacent Bike Shop property. The Coconut Grove Playhouse property is located in County Commission District 7, which is represented by Commissioner Xavier L. Suarez, but it will serve residents from throughout the County.

## **FISCAL IMPACT/FUNDING SOURCE**

The fiscal impact to the County from entering into this settlement agreement is \$40,000 and shall be funded from parking revenue proceeds from the Coconut Grove Playhouse surface parking lot.

## **TRACK RECORD/MONITOR**

The execution and enforcement of this settlement agreement will be overseen by Michael Spring, Senior Advisor to the Mayor and Director, Department of Cultural Affairs.

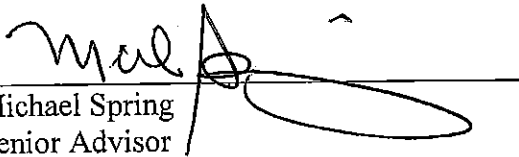
## **BACKGROUND**

On October 12, 2012, the TIFF executed and filed in the public records a Notice of Automatic Reverter on the Coconut Grove Playhouse property stating that as a result of the Coconut Grove Playhouse, LLC's (Former Operator) breach of its deed, the Playhouse property had reverted to the State. At the time of the reverter, there were numerous claims against the Former Operator and the Playhouse property pending. Thereafter, the State of Florida issued a notice of its intent to offer the Playhouse Property for lease, provided any subsequent tenant would be required to and would agree to resolve all of the encumbrances on the Playhouse property. On October 1, 2013 via Resolution No. R-797-13, this Board authorized the County administration to enter into a lease agreement with the State, with FIU as a co-tenant for the

Playhouse property, and on December 17, 2013 via Resolution No. R-1043-13 to negotiate with claimants that had encumbrances on such property and to resolve such claims in an amount not to exceed \$120,000. Thereafter, the County resolved five claims totaling \$40,375 and removed all of the encumbrances on the Playhouse Property.

Strategic obtained a final judgment against the Former Operator in September 2013 for approximately \$550,000 with interest and then sought, in 2014, to levy upon both the State-owned Coconut Grove Playhouse property and the adjacent, privately-owned Bike Shop property to satisfy its judgment. The State of Florida, FIU, the County and GH Mortgage (the purported owner of the Bike Shop property) all challenged Strategic's right to levy on the property. Miami-Dade County, on behalf of the County's Police Department, filed an action in court to have the court declare the parties' respective rights and named itself, FIU, the TIFF, Strategic, Roniel Rodriguez, IV, and GH Mortgage as defendants. The County and FIU also sought defense of their position from National Title, the title insurance company for the title policy on the Coconut Grove Playhouse property. Strategic, in turn, filed claims against the TIFF seeking to void its Notice of Automatic Reverter and have the court declare that the Playhouse property had never reverted to the TIFF and that Strategic's final judgment against the Former Operator had thereby become an encumbrance on the Playhouse property.

After protracted litigation, the parties all attended mediation in August 2017 and reached a settlement of Strategic's claims against the Coconut Grove Playhouse property for \$100,000, to be paid in the amount of \$60,000 by National Title and \$40,000 by the County. Strategic will continue to try to satisfy its Final Judgment through the Bike Shop property and its separate litigation involving GH Mortgage and Cosmopolitan Investment Group, LLC and if its recovery against one or both of those entities summed increased by \$100,000 meets or exceeds that owed to it pursuant to its Final Judgment, then it shall reimburse National Title and the County for all such sums that exceed its Final Judgment in proportion to National Title and the County's settlement payments.

  
Michael Spring  
Senior Advisor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** January 23, 2018

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(C)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- 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(C)(2)  
1-23-18

RESOLUTION NO. R-23-18

RESOLUTION APPROVING MEDIATED SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY, BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, RONIEL RODRIGUEZ, IV, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AND STRATEGIC PROPERTIES GROUP, INC. IN AN AMOUNT OF \$100,000.00, OF WHICH \$40,000.00 SHALL BE PAID BY THE COUNTY

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board: (i) approves and incorporates the foregoing recital as though fully set forth herein; (ii) approves and authorizes the County Mayor or County Mayor's designee to execute the Mediated Settlement Agreement, in substantially the form attached hereto as Attachment 1, between Miami-Dade County, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Florida International University Board of Trustees, Roniel Rodriguez, IV, Old Republic National Title Insurance Company ("National Title"), and Strategic Properties Group, Inc. ("Strategic") in the amount of \$100,000.00 in favor of Strategic; and (iii) authorizes the County Mayor or Mayor's designee to exercise all provisions set forth in the Mediated Settlement Agreement and to take all actions necessary to effectuate same. National Title shall be responsible to make payment in an amount of \$60,000.00 and the County shall be responsible to make payment in an amount of \$40,000.00.

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

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

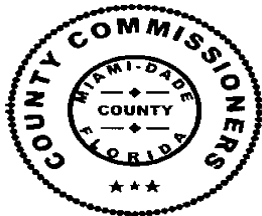
The Chairperson thereupon declared the resolution duly passed and adopted this 23<sup>rd</sup> day of January, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon 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

**Christopher Agrippa**

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



Approved by County Attorney as to form and legal sufficiency.

**Mediated Settlement Agreement**

Miami-Dade County (the "County"), Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("BOT"), Florida International University Board of Trustees ("FIU"), Roniel Rodriguez, IV, Old Republic National Title Insurance Company ("Old Republic") and Strategic Properties Group, Inc. ("Strategic" and collectively with all of the other entities named herein, the "Parties") met on August 9, 2017 to mediate the case styled *Miami-Dade County v. Strategic Properties Group, Inc., et. al.*, Case No. 14-15650 CA 23 ("Lawsuit") and have reached an agreement as of such date to fully settle the claims by and between themselves arising out of or related to the matter set forth in the above-styled litigation, upon the following terms and conditions, subject to and contingent upon approval by the County Mayor and the Miami-Dade County Board of County Commissioners.

1. **Terms of Settlement.**

a. **Payment Obligations.** In full and complete satisfaction of the claims between the Parties relative to the Lawsuit, Strategic agrees to accept the total sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00), payable within ten (10) days, after approval by the later of (1) the County Mayor and (2) the Miami-Dade County Board of County Commissioners, and the exchange of executed copies of this *Agreement*. Payment to Strategic shall be made as follows: (1) Sixty Thousand and 00/100 Dollars (\$60,000.00) shall be paid by Old Republic; and (2) Forty Thousand and 00/100 Dollars (\$40,000.00) shall be paid by the County. All payments shall be made payable in accordance with the instructions set forth as Exhibit "A", or as otherwise instructed in writing by Strategic.

b. **Stipulated Final Judgment.** In return for such payment, the Parties shall file a *Stipulation for Final Judgment* relative to the Lawsuit declaring the BOT to hold fee simple

title ownership of the Coconut Grove Playhouse Property located at 3500 Main Highway, Miami, Florida more specifically described as the "Playhouse Property" in Exhibit A to the Quitclaim Deed recorded at OR Book 22498 Pages 4535-4548 ("Playhouse Property"); declaring that Strategic's Final Judgment against the Coconut Grove Playhouse LLC recorded at OR Book 28826 at page 1998 ("Final Judgment") of the public records of Miami-Dade County, Florida (and any subsequent or related recordings) is not enforceable as a lien, encumbrance or otherwise against the Playhouse Property or the BOT, FIU or the County; and declaring that the Playhouse Property automatically reverted to the BOT in October of 2012. All other claims shall be dismissed with prejudice. Each of the Parties to such action shall bear their own attorneys' fees and costs.

This *Agreement* and the payment set forth above is in exchange for the release of the Playhouse Property and settlement of all claims relating to the Playhouse Property and not in partial satisfaction of the Final Judgment.

c. **Mutual Releases.** In material inducement for and in consideration for the Parties' collective execution of this *Agreement*, each of the Parties do, for themselves and for their past, present and future employees, agents, representatives, officers, directors, shareholders, members, principals, subsidiaries and affiliates, heirs, executors, administrators, successors and assigns, jointly and severally, release the County, Strategic, BOT, Roniel Rodriguez, IV, FIU, and Old Republic, and their respective subsidiaries and affiliates, heirs, executors, administrators, insurers, sureties, successors and assigns, from any and all actions, causes of actions, suits, demands, damages and/or claims of every kind or nature, whether at law, under statute or in equity, whether in contract or in tort, presently known or unknown, which each and every one ever had, now have or which they hereinafter can, shall or may have against another Party and, upon or by reason of any matter, action, inaction, omission, cause or thing whatsoever from the beginning of the world to the date of this *Agreement* arising out of the Final Judgment, the reverter of the



Playhouse Property to the BOT, and the Lawsuit (including all claims brought or which could have been raised relating to the facts alleged therein). This release is not intended to release Cosmopolitan Investment Group, LLC ("Cosmopolitan"), GH Mortgage, LLC or any other party not a signatory to this *Agreement*.

d. **Reimbursement.** The Parties understand and acknowledge that Strategic has two pending actions against, amongst other parties, Cosmopolitan and GH Mortgage, LLC (Case No. 13-01596 CA 09 and Case No. 14-15581 CA 09 and referred to herein as the "Bike Shop Lawsuits") relating to the property adjacent to the Playhouse Property commonly known as the Bike Shop property is more specifically described as the "Bike Shop Property" in Exhibit A to the Quitclaim Deed recorded at OR Book 22498 Pages 4535-4548 ("Bike Shop Property"). To the extent that Strategic's total recovery obtained from this *Agreement* along with that recovery from either or both of the Bike Shop Lawsuits (or any settlements resulting therefrom) exceeds its Final Judgment, then Strategic agrees to reimburse the County and Old Republic all such recovered funds (up to \$100,000.00) in excess of its Final Judgment. The County and Old Republic shall be reimbursed proportionate to their payment as set forth in this *Agreement*. Strategic agrees that it shall use its best efforts to recover the full amount of its Final Judgment in the Bike Shop Lawsuits and against any other parties. In the event that Strategic recovers the full or partial amount of its Final Judgment prior to the final approval and execution of this *Agreement*, then, (a) in the event of a full recovery, no payment shall be made to Strategic by the County or Old Republic and (b) in the event of partial recovery, the amounts due hereunder by the County and Old Republic shall be reduced accordingly proportionate to their required payment set forth in this *Agreement*.

2. **Litigation; Prevailing Party.** If any of the Parties breaches any term of this *Agreement*, including the violation of any representation and warranty, and/or it becomes necessary for any of the Parties to apply to a Court of competent jurisdiction for the enforcement

of this *Agreement*, the breaching Party shall be responsible for all attorneys' fees, consulting fees, engineering fees, and such other fees, expenses and costs of whatever kind or nature, incurred by the prevailing Party, as a result of the default, at all trial and appellate levels.

3. **Miscellaneous Provisions.** (i) **No Oral Agreements.** It is agreed and understood by the Parties that there have been no oral or other agreements of any kind whatsoever as a condition precedent or to induce the execution and delivery of this *Agreement* by any Party hereto. It is further agreed that no change, addition or amendment shall be made herein or to any of the terms, covenants or conditions hereto except by writing, signed by all Parties to this *Agreement*. (ii) **Severability of Terms.** The provisions of this *Agreement* are intended to be severable. In the event that one or more provisions of this *Agreement* shall be declared or held to be invalid, illegal or unenforceable, in whole or in part, in any respect, unless such invalidity, illegality or unenforceability shall be tantamount to a failure of consideration, the validity, legality and enforceability of the remaining provisions contained in this *Agreement* shall not in any way be affected or impaired thereby. (iii) **No Third Party Beneficiaries.** It is further agreed that this *Agreement* is solely for the benefit of the Parties hereto and shall not create any rights in any person not a party hereto, or in any way increase the rights of third persons, or increase the obligations of the Parties hereto to any third person, or increase the liability or obligations of any Party, except as may otherwise be set forth expressly in this *Agreement*. (iv) **Review of Counsel.** The Parties represent and warrant that they, along with their selected, independent counsel, have fully participated in the negotiating and drafting of this *Agreement*, that they have read and reviewed this *Agreement* and discussed the terms and conditions with their selected, independent counsel, and that as a result of their review and consultation with counsel, they understand the meaning, terms, conditions and ramifications of this *Agreement* and that they are entering into this *Agreement* freely and voluntarily without any duress or compulsion, economic or otherwise. (v)

**No Presumption in Drafting.** It is further understood and agreed by the Parties that this *Agreement* shall be construed without any regard to any presumption or other rule requiring construction against the party causing this *Agreement*, or any Exhibits attached to this *Agreement*, or to be drafted. (vi) **Amendments in Writing.** No waivers, amendments or modifications of this *Agreement* shall be valid unless in writing and signed by each of the Parties. (vii) **Admissibility of Agreement.** The Parties hereby agree that this *Agreement* shall be admissible into evidence in any judicial, administrative or other forum for the purpose of establishing that the Parties are hereby barred from pursuing further litigation or administrative actions as more explicitly expressed herein. (viii) **Counterparts.** The Parties agree that this *Agreement* may be executed in counterparts. *AL*

**AGREED TO AS INDICATED BELOW.**

**Strategic Properties Group, Inc.**

By: *[Signature]*  
Title: Officer with Authority  
Counsel: *[Signature]*

**The Board of Trustees of the Internal Improvement Trust Fund of the State Of Florida**

By: *[Signature]*  
Title: Senior Program Analyst  
Counsel: *[Signature]*

**Old Republic National Title Insurance Company**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Counsel: \_\_\_\_\_

**Miami-Dade County, Florida**

By: *[Signature]*  
Title: Senior Adviser, Office of the Mayor  
Counsel: *[Signature]*

**Florida International University Board of Trustees**

By: *[Signature]*  
Title: VP for FO  
Counsel: Carlos B. Castilla, General Counsel  
*[Signature]*

**Roniel Rodriguez, IV.**

By: *[Signature]*  
Title: Individually and As Counsel  
Counsel: *[Signature]*

No Presumption in Drafting. It is further understood and agreed by the Parties that this Agreement shall be construed without any regard to any presumption or other rule requiring construction against the party causing this Agreement, or any Exhibits attached to this Agreement, or to be drafted. (vi) Amendments in Writing. No waivers, amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the Parties. (vii) Admissibility of Agreement. The Parties hereby agree that this Agreement shall be admissible into evidence in any judicial, administrative or other forum for the purpose of establishing that the Parties are hereby barred from pursuing further litigation or administrative actions as more explicitly expressed herein. (viii) Counterparts. The Parties agree that this Agreement may be executed in counterparts. *AL*

AGREED TO AS INDICATED BELOW.

Strategic Properties Group, Inc.

*[Signature]*  
By: *[Signature]*  
Title: *Officer with Authority*  
Counsel: *[Signature]*

Miami-Dade County, Florida

*[Signature]*  
By: *Michael Spring*  
Title: *Senior Adviser, Office of the Mayor*  
Counsel: *[Signature]*

The Board of Trustees of the Internal  
Improvement Trust Fund of the State  
Of Florida

*[Signature]*  
By: *Scott E. Woolan*  
Title: *Senior Program Analyst*  
Counsel: *[Signature]*

Florida International University  
Board of Trustees

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Counsel: \_\_\_\_\_

Old Republic National Title Insurance  
Company

*[Signature]*  
By: *Marcelana R. Anthony*  
Title: *VP/Claims Counsel Asst. Manager*  
Counsel: *[Signature]*

*[Signature]*  
Roniel Rodriguez, IV.

By: *[Signature]*  
Title: *Individually and As Counsel*  
Counsel: *[Signature]*

# Exhibit A

Bank: **BANK OF AMERICA**  
Account Name: Roniel Rodriguez IV PA IOTA Trust  
Account #: 898052843825  
Routing Number: 026009593  
SWIFT: BOFAUS3N

Bank Address: Bank of America  
150 West Flagler Street  
Miami, Florida 33130

Bank Phone: 1-800-432-1000

**FOR ALL OTHER ELECTRONIC TRANSACTIONS:**

Routing/ABA ACH Number: 063100277