

Memorandum



Date: October 5, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(O)(2)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Authorizing Refund of Water and Sewer Connection Charges for Midtown
Lodging 2, LLC

Resolution No. R-935-21

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution authorizing the Miami-Dade Water and Sewer Department (WASD) to refund a payment of water and sewer connection charges in the amount of \$170,370.33 to Midtown Lodging 2, LLC. Midtown Lodging 2, LLC is comprised of a 153-room hotel; 3,092 SF full-service restaurant; and 1,894 SF pool bar and lounge, which replaced an existing 36-room hotel located within the Central Enterprise Zone. Pursuant to section 2-348 of the Code of Miami-Dade County, Midtown Lodging 2, LLC is entitled to a refund of water and sewer connection charges because it: (1) renovated property located within a designated enterprise zone, as defined by section 290.004, Florida Statutes; (2) met the requirement to employ a certain percentage of residents who reside in the Central Enterprise Zone; and (3) was deemed to have received a property tax abatement exemption by the County's Department of Regulatory and Economic Resources (RER).

Scope of Agenda Item

Midtown Lodging 2, LLC, 3400 Biscayne Boulevard, Miami, Florida 33187, is in the County's Central Enterprise Zone, which is located in District 3, represented by Commissioner Keon Hardemon.

Delegation of Authority

This item authorizes the County Mayor or County Mayor's designee to carry out the refund process and execute all required documents on behalf of the County in accordance with section 2-348 of the Code of Miami-Dade County.

Fiscal Impact/Funding Source

Upon Board approval of this item, there will be a fiscal impact to the County in the amount of \$170,370.33, which is the refund amount due to Midtown Lodging 2, LLC for water and sewer connection charges resulting from enhancements made to an existing facility in the Central Enterprise Zone. The funding source for the refund is WASD Plant Expansion Funds.

Track Record/ Monitor

WASD's Chief Financial Officer, Frances Morris, will oversee the refund process to Midtown Lodging 2, LLC.

Background

Boaz Ashbel, Manager of Midtown Lodging 2, LLC applied for a property tax abatement exemption of water and sewer connection charges (attached hereto as Exhibit A) after the improvements to the property were completed, including replacement of an existing 36-room hotel with a 153-room hotel; a 3,092 SF full-service restaurant; and a 1,894 SF pool bar and lounge.

As a condition to the rendition of increased water and sewer service to the property, WASD imposed water and sewer connection charges in the amount of \$170,370.33 for the additional gallonage required for a 153-room hotel;

3,092 SF full-service restaurant; and 1,894 SF pool bar and lounge. The connection charges were collected with the understanding that should the business meet the requirements delineated in section 2-348 of the Code of Miami-Dade County, which provides for refunds of payment for water and sewer connection charges, the County would refund the payment made for the water and sewer connection charges.

Section 2-348 of the Code of Miami-Dade County provides that commercial or industrial real property development within enterprise zones, for which new or increased water or sewer service is required, are eligible for a refund of water and sewer connection charges upon approval of the Board, subject to the following requirements:

1. The development is consistent with the Miami-Dade County Comprehensive Development Master Plan;
2. The development is located within an existing designated enterprise zone established pursuant to Florida law;
3. The development has been deemed to have been granted an ad valorem tax exemption by Miami-Dade County; and
4. The development meets the requirement that 25 percent of the employees reside in the enterprise zone.

RER reviewed the application sent by Boaz Ashbel and issued a response (attached hereto as Exhibit B), which confirmed that the improvements made to Midtown Lodging 2, LLC met the County's criteria specified in section 2-348 of the Code of Miami-Dade County.

Midtown Lodging 2, LLC must create five new jobs and maintain those jobs for five years. In addition, in order to meet the criteria for this program, 25 percent of Midtown Lodging 2, LLC's employees must live within the Central Enterprise Zone over the next five years, which condition must be verified on the Florida Department Employer's Quarterly Report. Pursuant to the employees' roster, and as confirmed during a site visit by the County, this project currently has 70 employees, and 19 of those employees (27.1%) reside within the Central Enterprise Zone.

WASD has processed the necessary documentation for the refund, including the Exemption Application Approval form, which was executed by Boaz Ashbel, Manager of Midtown Lodging 2, LLC, and approved by the Director of the Miami-Dade Water and Sewer Department. The approved Application is attached hereto as Exhibit C, and a Covenant regarding the requirements for the refund was executed by Midtown Lodging 2, LLC and is attached hereto as Exhibit D.



Jimmy Morales
Chief Operations Officer

EXHIBIT A



Department of Regulatory and Economic Resources (RER)



MIAMI-DADE COUNTY ENTERPRISE ZONE 1301 LOCAL INCENTIVE APPLICATION

Road Impact Fee Refund ☐ Additional Impact fees (if applicable) ☐

Water & Sewer Connection Fee Refund (if applicable) ☒

Business Owner or Contact Person: Boaz Ashbel Tel. Number: 305-938-8617

Property Address: 3400 Biscayne Blvd. Miami, FL 33187

Date of Incorporation in Florida: 9/22/2014 FEIN: 47-2020733

Applying as a: New Business ☒ / Expansion of an Existing Business ☐

Date improvements to begin/completed at this location: June, 2018 (construction began) / 1/2020 (opened)

Describe the completed improvements to real property and community benefit.

This is a 153-unit AC Hotel by Marriott that provides temporary living accommodations to visitors of the Miami Midtown area. It has created numerous jobs in the area. Also included is a 3,092 SF restaurant as well as a 1,894 SF Pool Bar and Lounge.

NEW BUSINESS

Total number of new employees: 76 Sq. ft. of Development 103,840

Number of new employees that are Enterprise Zone residents: 28 (36.84%)

EXPANDING BUSINESS

Number of employees prior to expansion: _____ Sq. ft. of Expansion _____

Number of new employees: _____

Number of new employees that are Enterprise Zone residents: _____

Under penalty of perjury I affirm that I have reviewed this form including all applicable documentation, and to the best of my knowledge and belief, it is true, correct and complete. My signed declaration acknowledges liability for any inaccurate or untruthful information provided by the business or on the business's behalf.

Signed: [Signature]
(Business Owner)

*Power of Attorney is required for Preparers

Signed: _____
(Preparer)

Title: Manager

(Preparer's Address)

Date: 4/13/2021

(Preparer's Phone Number)

Attachment A – Florida UCT 6 form ☐

Attachment B – State Approved ID and Proof of Address for EZ Employees ☐

Attachment C – Schedule of EZ Employees ☐

Attachment D – Power of Attorney ☐ N/A ☐

Eligibility not official until all requested documentation is received and verified by RER

The Business herein meets () does not meet (X) the eligibility requirements of Section 29-83 and is deemed to have been granted the Ad Valorem Tax Exemption. The Business may apply for and be granted all local incentives upon meeting the respective incentive eligibility requirements. The business agrees to furnish all information Miami-Dade County and/or the governing authority or municipality may request in regard to the exemption requested herein. Non-compliance by the Business with any of the eligibility requirements of Section 29-87 of the Miami-Dade County Code will nullify the tax exemption status granted.

[Signature]
Business Development Specialist II

4/13/2021
Date



Carlos A. Gimenez, Mayor

EXHIBIT B

Department of Regulatory and Economic Resources Planning Research and Economic Analysis Section

Stephen P. Clark Government Center
111 NW First Street • 12th Floor
Miami, Florida 33128
T (305)-375-2845

miamidade.gov

June 15, 2020

Midtown Lodging 2, LLC
C/O Boaz Ashbel
3400 Biscayne Blvd
Miami, FL 33187

Dear Mr. Ashbel:

RE: Water and Sewer Connection Fee Approval Letter – Midtown Lodging 2, LLC

This letter is to inform you that the project located at **3400 Biscayne Blvd. Miami, FL 33187** has been deemed to have received a property tax abatement exemption and thereby qualifies for a refund of water sewer connections authorized under County Ordinance No. 13-51. A business (project) is deemed to have met the criteria for this program under the following conditions:

- It is a new or expanding business in the Enterprise Zone (EZ) – improvements must be verified by the Property Appraiser's Office;
- It must have created five (5) new jobs and maintain those jobs for five (5) years;
- Twenty-five (25) percent of all employees must live in the Enterprise Zone, approval from the Board of County Commissioners and municipality approval (if applicable) must be received to qualify for the refund of water/sewer connection fees.

Twenty (25) percent of EZ employees must be maintained for five (5) years and verified on the Florida Department of Revenue Employer's Quarterly Report (RT6). Employees hired by a tenant are acceptable. However, the applicant will be responsible for ensuring that the jobs have been created and maintained. In the event the jobs are not maintained, the refund and statutory interest must be paid to the County or a lien will be placed on the property. The landowner must execute the lien as a condition of the reimbursement.

Every year on the anniversary date of this letter, (for the next four (4) years), the RT6 form and an employee roster certifying that the jobs have been created/maintained, must be submitted to this office. Failure to submit these required documents constitutes failure to comply with the term and conditions program. A representative of the Planning Research and Economic Analysis Section of the Department of Regulatory and Economic Resources will be conducting yearly site visits to monitor compliance with the employment requirement.

Pursuant to the employee roster and confirmed during the site visit, this project has 70 employees with 19 or 27.1 % living in the enterprise zone.

Delivering Excellence Every Day

To continue with the refund process, please contact Sandra Alvarez, New Business Manager, in the Water and Sewer Department at (786) 268-5112.

Congratulations on your approval!

Sincerely,



Manuel A. Armada
Chief Planning Research and Economic Analysis Section
Department of Regulatory and Economic Resources

C: Sandra Alvarez, New Business Manager
Miami-Dade County Water and Sewer Department

EXHIBIT C

APPLICATION AND APPROVAL FORM
FOR WATER AND SEWER CONNECTION CHARGE EXEMPTION
Ordinance No. 92-08

Applicant: Midtown lodging 2, LLC
Boaz Ashbel
505 Riverfront Parkway
Chattanooga, TN 37402

Description of Proposed Development: 153-unit hotel, 3,092 SF Restaurant and
1,894 SF Poll bar and lounge.

Taxpayer ID: 47-2020733

Enterprises Zone: 1301

Folio Number: 01-3230-006-0100

Site Address: 3400 BISCAYNE BLVD

Legal Description: See Attached

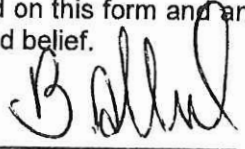
Pursuant to Section 2-348 of the Code Miami-Dade County, the undersigned Applicant does hereby apply for exemption of the above described commercial of industrial real property development from payment of water and sewer connection charges, including special sewer connection charges, in accordance with the exemption provisions of Section 2-348 of the Code of Miami-Dade County.

TOTAL EXEMPTION AMOUNT CLAIMED BY APPLICANT: \$170,370.33

TOTAL EXEMPTION AMOUNT APPROVED BY DIRECTOR: \$170,370.33

The Applicant hereby certifies that all information provided on this form and any attachments are true and correct to the best of its/his/her knowledge and belief.

Date: 4/27/2011

BY: 

PRINT NAME: BOAZ ASHBEL

TITLE: MANAGER

The undersigned does hereby recommend approval of the application for exemption subject to Applicant's compliance with all requirements set forth in Section 2-348 of the Code of Miami-Dade County.

Date: MIAMI-DADE WATER AND SEWER DEPARTMENT

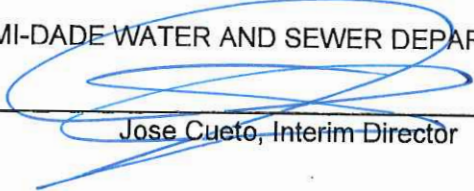
BY: 
Jose Cueto, Interim Director

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
HAMPTON INN AND SUITES MIAMI MIDTOWN, LLC"

Lots 18 and 19, and all of Lot 17 except the following portion thereof: Commence at a point on the South line of said Lot 17, 4 feet West of the Southeast corner thereof; thence East along the South line of said Lot 17 for a distance of 4.0 feet to the Southeast corner of said Lot 17; thence North along the East line of said Lot 17 for a distance of 126.5 feet to the Northeast corner of said Lot 17; thence West along the North line of said Lot 17 for a distance of 0.18 feet to a point; thence Southerly for a distance of 126.61 feet to the Point of Beginning, all in Block 1 of AMENDED PLAT OF BEVERLY, according to the plat thereof, recorded in Plat Book 3, at Page 24, of the Public Records of Miami-Dade County, Florida; and further less and except the following parcel:

A PORTION OF LOT 17, BLOCK 1 OF "AMENDED PLAT OF BEVERLY", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, AT PAGE 24, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 17; THENCE SOUTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID LOT 17, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF NE 34th STREET 21.88 FEET TO THE POINT OF BEGINNING, BEING A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°43'00", FOR AN ARC DISTANCE OF 38.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02°17'00" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF BISCAYNE BOULEVARD (STATE ROAD No. 5) (U.S. HIGHWAY No. 1) FOR 24.02 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 17 AND NORTH RIGHT-OF-WAY LINE; THENCE NORTH 90°00'00" WEST ALONG SAID SOUTH LINE AND NORTH RIGHT-OF-WAY LINE 24.02 FEET TO THE POINT OF BEGINNING.

EXHIBIT D

CFN: 20210450543 BOOK 32582 PAGE 493
DATE: 06/25/2021 09:01:53 AM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

MIDTOWN LODGING 2, LLC

This instrument was prepared by:
Raymond Chirino.
WASD New Business
3575 S. LeJeune Road
Miami, FL 33146

I.D.# 30458-#7

(reserved for Clerk of Court)

COVENANT RUNNING WITH THE LAND FOR EXEMPTION AND REFUND OF WATER AND SEWER CONNECTION CHARGES

This Covenant is made and enter into this 16 day of June, 2021, by Midtown Lodging 2, LLC, a Florida limited liability company ("Property Owner"), whose mailing address is: 505 Riverfront Parkway, Chattanooga, TN 37402.

WHEREAS, the Board of County Commissioners of Miami-Dade County has adopted the Miami-Dade County water and sewer connection charge requirements in Chapter 32 of the Code of Miami-Dade County, Florida and Miami-Dade County Implementing Order 10-8; and

WHEREAS, Sections 2-348.1 and 2-348.2 of the Code of Miami-Dade County provide for the exemption and refund of water and sewer connection charges for any commercial or industrial development located within an existing designated enterprise zone, as defined in Section 290.004, Florida Statutes, that meets certain requirements; and

WHEREAS, if the commercial or industrial development applies for the water and sewer connection charge refund and meets the requirements set forth in Section 2-348.1 of the Miami-Dade County Code, the Miami-Dade County Board of County Commissioners will determine whether the refund will be granted to the applicant; and

WHEREAS, the Miami-Dade County Department of Regulatory and Economic Resources, through its Director, is given authority to receive applications and verify compliance with the requirements for a refund of water and sewer connection charges, including, among other things, satisfying the employment requirements set forth in Section 2-348.1(c) and the terms of this Covenant; and

WHEREAS, the Miami-Dade County Water and Sewer Department operates the water and sewer systems owned by the County, and is authorized to enforce collection of water and sewer connection charges: and

WHEREAS, the applicant is the owner of Midtown Lodging 2, LLC ("the business") and has agreed that the business will create and maintain a workforce as required according to Chapter 29 of the Code of Miami-Dade County, Section 2-348.1 of the Code of Miami-Dade County, the ordinances and terms stated herein; and

WHEREAS, Applicant's business is located at: 3400 Biscayne Boulevard, Miami, FL 33187 (the "Property"); and

Revised 06/19 DP

7
\$61.00

MIDTOWN LODGING 2, LLC

WHEREAS, the applicant paid water and sewer connection charges, including special sewer connection charges, in the amount of \$170,370.33, per invoice #N000034745, for the business located at the property

WHEREAS, the property Owner is the fee simple owner of the Property, legally described in Exhibit "A" attached here to, which is leased to the applicant; and

WHEREAS, the Applicant is submitting this Covenant to induce the Board of County Commissioners to grant a refund of the aforesaid water and sewer connection charges to the applicant, excluding any administrative charges that may apply;

NOW THEREFORE, in consideration of the covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant, its successors and assigns, do hereby covenant and agree as follows:

1. General

- A. That the Business will comply with the employment requirements for businesses in enterprise zones that receive refunds for impact fees in Chapter 29 of the Code of Miami-Dade County and with the requirements of Section 2-348.1 of the Code of Miami-Dade County. Each year, for a period of five (5) years hereafter, the Business shall submit to the Director of the Miami-Dade County Department of Regulatory and Economic Resources (or its successor department) a report that will verify the Business' compliance with the requirements of Section 2-348.1 of the Code of Miami-Dade County. Said report, which shall be in a format as prescribed by the Miami-Dade County Department of Regulatory and Economic Resources, shall be submitted no later than thirty (30) days following the Effective Date (month and day) of the Resolution approving the refund of the water and sewer connection charges to the Applicant by the Board of County Commissioners, and every year thereafter on that month and day for the next five (5) years; and
- B. If, at any time within five (5) years from the date of this Covenant, the Business no longer meets the eligibility requirements of Section 2-348.1 of the Code of Miami-Dade County, or if the Business fails to timely provide the annual compliance report as required in Section 1-A of this Covenant, the water and sewer connection charges (at the rate in effect at the time the Business fails to comply with this Covenant) will become due and payable by the owner of the Business. In accordance with the notice provision below, Miami-Dade County will provide a notice of non-compliance to the Business and/or Applicant that the Covenant has been breached and the connection charges are due within thirty (30) days. If the Covenant is breached and the connection charges become due, the Applicant and the Business will not be eligible to reapply for an exemption and refund of water and sewer connection charges again for the development at the Property.
- C. Miami-Dade County shall be authorized to lien the Property herein described and to pursue collection of water and sewer connection charges in accordance with the County's procedures for collecting unpaid or insufficient water and sewer connection charges. If the water and sewer connection charges are not repaid within thirty (30) days from notice of non-compliance with this Covenant, Miami-Dade County reserves the right to remove the water meter at the Property and terminate service until such time as the connection charges have been paid in full or a payment arrangement has been entered into, if applicable.

MIDTOWN LODGING 2, LLC**2. Termination**

The Applicant, Business, the property owner, their successors, and their assigns shall have the right, upon written request delivered to the Miami-Dade County Regulatory and Economic Resources Department, to be released from the terms and conditions contained herein, upon tender to Miami-Dade County of the amount of the applicable water and sewer connection charges in effect at the time of the requested release, payable in accordance with the provisions of the Ordinances.

3. Covenant Running with the Land

This Covenant shall constitute a covenant running with the land and may be recorded in the Public Records of Miami-Dade County, Florida. This Covenant shall remain in full force and effect and be binding upon Applicant and its successors and assigns until it is modified or released by Miami-Dade County.

4. Governing Law

This Covenant shall be governed by and construed in accordance with the laws of the State of Florida.

5. Notice

Any notice required to be given herein shall be given by personal delivery or by certified U.S. mail at the address specified below or at such other address as may be specified in writing by the parties.

Department**Applicant**

Department of Regulatory and
Economic Resources

Midtown Lodging 2, LLC

Stephen P. Clark Center
111 NW 1 Street, Suite 1210
Miami, Florida 33128

505 Riverfront Parkway,
Chattanooga, TN 37402

ATTN.: Director

ATTN: Boaz Ashbel, Manager

DEPARTMENT**PROPERTY OWNER**

Water and Sewer Department

Midtown Lodging 2, LLC

New Business Section
3575 S. Lejeune Road
Miami, Florida 33146

505 Riverfront Parkway,
Chattanooga, TN 37402

ATTN: Manager, New Business

ATTN: Boaz Ashbel

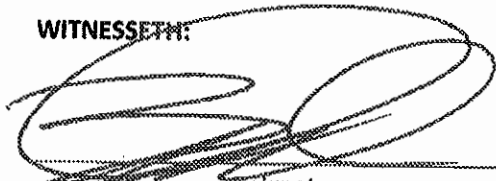
6. Severability

If any provision of this Covenant shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

MIDTOWN LODGING 2, LLC

IN WITNESS WHEREOF, the parties hereto have caused this Covenant to be executed by their respective officials as of the day and year above written

WITNESSETH:

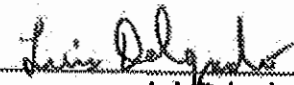

signature

Vanessa Cortes
print name


signature

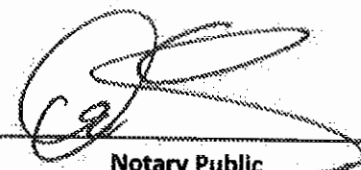
Kristina Borrajero
print name

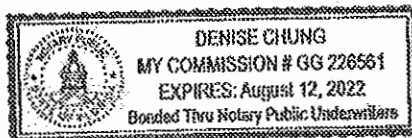
ACCEPTED BY:
MIAMI-DADE COUNTY

By: 
Luis Delgado,
Interim New Business Manager
For: Roy Coley, Director
Miami-Dade Water and Sewer Department

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of: (check one) ☒ physical presence; or ☐ remote audio-visual means, this 16 day of June, 2021, by Luis Delgado, Interim New Business Manager, for Roy Coley, Director, of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath


Notary Public



MIDTOWN LODGING 2, LLC
ID# 30458_#7

WITNESSETH:

MIDTOWN LODGING 2 LLC, A FLORIDA LIMITED
LIABILITY COMPANY

[Signature]
signature

By: [Signature]
signature

Ineresa Espinosa
print name

Boaz Ashbel
print name

[Signature]
signature
Joseph Katz
print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of: (check one) ☒ physical presence;
or ☐ remote audio-visual means, this 27th day of April, 2021, by
Boaz Ashbel, who is personally known to me or has/has not produced
as identification and did/did not take an oath.

Bernadette Calais-Pedreira Commission # GG130619
Notary Public Serial Number

Bernadette Calais-Pedreira
print name

Approved for Legal Sufficiency:

Sarah Egner Davis 06/11/21
Assistant County Attorney



Bernadette Calais-Pedreira
Commission # GG130619
Expires: August 2, 2021
Notary Public - State of Florida

JOINDER AND CONSENT

The undersigned, SYNOVUS BANK, as successor by merger with FLORIDA COMMUNITY BANK, N.A., a national banking association ("Synovus"), the holder of a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing from Midtown Lodging 2 LLC, a Florida limited liability company, in favor of Synovus, dated April 17, 2018, and recorded April 19, 2018 in Official Records Book 30947, Page 2186, of the Public Records of Miami-Dade County, Florida (the "Mortgage"), covering all or a portion of the property described in the foregoing Covenant, does hereby acknowledge that the terms of the Covenant with the intent that the Mortgage shall be subject and subordinate to the Covenant. By its execution hereof, Synovus does not make any representations or warranties with respect to any matters set forth in or pertaining to the Covenant or undertake any of the obligations or liabilities contained therein.

IN WITNESS WHEREOF, Synovus has executed this Joinder this 20 day of May, 2021.

Witnesses:

[Signature]
Print Name: Steven A. Cohen

[Signature]
Print Name: Tess Lawhorn, Jr

SYNOVUS BANK, as successor by merger with FLORIDA COMMUNITY BANK, N.A., national banking association

By: [Signature]
Name: LUIS CARDENAS
Title: VP, RM Hospitality

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, by Luis Cardenas, the VP, RM Hospitality of Synovus Bank, as successor by merger with Florida Community Bank, N.A., a national banking association. He/She is personally known to me or has produced Florida Driver License, as identification.

Witness my signature and official seal this 20 day of May, 2021, in the County and State aforesaid.

Approved as to form
and Legal Sufficiency

[Signature]
Assistant County Attorney
6/11/21
Date

[Signature]
Notary Public
Print Name: Maria Victoria Diaz
My Commission Expires: _____



Maria Victoria Diaz
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG028975
Expires 10/28/2023

MIDTOWN LODGING 2, LLC

**EXHIBIT "A" OF COVENANT
BETWEEN
MIAMI-DADE COUNTY
AND
MIDTOWN LODGING 2, LLC,**

Legal Description

Lots 18 and 19, and all of Lot 17 except the following portion thereof: Commence at a point on the South line of said Lot 17, 4 feet West of the Southeast corner thereof; thence East along the South line of said Lot 17 for a distance of 4.0 feet to the Southeast corner of said Lot 17; thence North along the East line of said Lot 17 for a distance of 126.5 feet to the Northeast corner of said Lot 17; thence West along the North line of said Lot 17 for a distance of 0.18 feet to a point; thence Southerly for a distance of 126.61 feet to the Point of Beginning, all in Block 1 of AMENDED PLAT OF BEVERLY, according to the plat thereof, recorded in Plat Book 3, at Page 24, of the Public Records of Miami-Dade County, Florida; and further less and except the following parcel:

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"A" 1 of 1

Revised 06/19 DP



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 5, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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(O)(2)
10-5-21

RESOLUTION NO. R-935-21

RESOLUTION AUTHORIZING REFUND OF PAYMENT OF
WATER AND SEWER CONNECTION CHARGES IN THE
AMOUNT OF \$170,370.33 PURSUANT TO SECTION 2-348 OF
THE CODE OF MIAMI-DADE COUNTY TO MIDTOWN
LODGING 2, LLC LOCATED IN THE COUNTY'S CENTRAL
ENTERPRISE ZONE

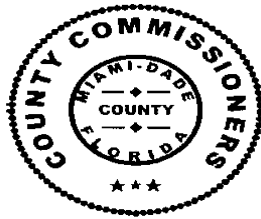
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that, pursuant to section 2-348 of the Code of Miami-Dade County, this Board hereby approves a refund of the water and sewer connection charges in the amount of \$170,370.33 for MIDTOWN LODGING 2, LLC, which is located at 3400 Biscayne Boulevard, Miami, Florida 33187, which is within the County's Central Enterprise Zone.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of October, 2021. 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis