

MEMORANDUM

Agenda Item No. 8(F)(1)

TO: Honorable Interim Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 6, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution declaring surplus and authorizing the conveyance pursuant to section 125.38, Florida Statutes, of 11 County-owned properties, located at 1541 Brickell Avenue, Units A-309, C-322, C-325, C-328, C-330, C-335, C-336, C-338, C-345, C-347 and C-350, Miami, Florida, consisting of a combined total of 804 square feet, to the Palace Condominium Association, Inc. (the "Palace"), a Florida not-for-profit corporation, at no cost to the County; approving a Settlement Agreement with the Palace and a Declaration of Restrictive Covenants; authorizing the County mayor or County Mayor's designee to execute the Settlement Agreement and Declaration of Restrictive Covenants and to exercise and enforce all rights contained therein; and authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute a County Deed

Resolution No. R-1159-22

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Date: December 6, 2022

To: Honorable Interim Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Declaring Surplus and Authorizing the Conveyance and Execution of a Settlement Agreement between Miami-Dade County and the Palace Condominium Association, Pertaining to Eleven County-owned Properties Located at 1541 Brickell Avenue, Units A-309, C-322, C-325, C-328, C-330, C-335, C-336, C-338, C-345, C-347 and C-350, Miami, Florida

Summary

The Internal Services Department (ISD) is seeking approval of this item to effectuate the transfer of eleven County-owned properties that were conveyed to the County due to non-payment of taxes by the previous owners, in lieu of outstanding condominium association fees owed by the County, which continue to accrue on a monthly basis and now exceed 87 percent of the value of the properties. Pursuant to the bylaws of Palace Condominium Association, Inc. (the Palace), a Florida not-for-profit corporation, the sale of the properties is restricted to residents of the Palace only and the use is limited to cabana units (Cabanas), which are locker rooms in the recreational area of the Palace due to the small size of the units.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution declaring as surplus eleven County-owned properties located at 1541 Brickell Avenue, Units A-309, C-322, C-325, C-328, C-330, C-335, C-336, C-338, C-345, C-347 and C-350, Miami, Florida (the Properties) as shown in the attached Summary Report (Attachment "1"), and authorize the execution of a Settlement Agreement and conveyance of the Properties between Miami-Dade County (the County) and the Palace. More specifically, the resolution does the following:

- Declares as surplus, eleven County-owned properties, commonly known as cabana units, which consists of ten, 65 square foot units and one 154 square foot unit.
- Authorizes the County Mayor or the County Mayor's designee to execute the attached Settlement Agreement (Attachment "2") for the purposes of resolving legal action for outstanding condominium association fees in the amount of \$146,535.33 owed by the County, which continue to accrue on a monthly basis, as well as accumulated interest, costs of litigation, and attorney's fees, in exchange for the conveyance of the Properties (Exhibit "A" to Attachment "2");
- Authorizes the County Mayor or the County Mayor's designee to execute the attached Declaration of Restrictive Covenants in favor of the County (Exhibit "B" to Attachment "2") restricting the sole use of the Properties as "designated recreational space" to be used by all occupants of the Palace and visitors;
- Authorizes the conveyance of the Properties, pursuant to section 125.38, Florida Statutes, to the Palace by County Deed (Exhibit "C" to Attachment "2"), for community interest and welfare purposes as designated recreational space for the Palace residents and visitors; and

- Authorizes the Chairman or the Vice Chairman of the Board to execute the County Deed, consistent with Florida Statutes.

Scope

The Properties are located in Commission District 5, which is represented by Commissioner Eileen Higgins. Written notice has been provided to the District Commissioner.

Fiscal Impact/Funding Source

The conveyance of the Properties will eliminate the County's obligation to pay the outstanding condominium association fees, which currently total \$146,535.33, as well as future association fees and other costs, and will eliminate the County's obligation to maintain the Properties, which is approximately \$11,377.56 per year.

Track Record/County Monitor

ISD will be responsible for effectuating the conveyance, recordation and closing of all the documents in conjunction with this item. Compliance with the Settlement Agreement, and the Declaration of Restrictive Covenants will be monitored by Margaret Araujo, ISD Chief Real Estate Officer.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the Settlement Agreement and the Declaration of Restrictive Covenants and exercise any and all rights conferred therein; and authorizes the Chairman or the Vice Chairman of the Board to execute the County Deed, consistent with Florida Statutes, to convey the Properties to the Palace.

Background

The County acquired the Properties by Escheatment Tax Deeds during the period of April 23, 2007 through October 17, 2011, resulting from the prior owners' non-payment of ad valorem taxes. The Properties are located within the Palace Condominium, which is managed by the Palace Condominium Association, Inc., a Florida not-for-profit corporation, organized for the purpose of promoting community interest and welfare. Although the County acquired the Properties by Escheatment Tax Deeds, the County is not exempt from paying Condominium Owner's Association (COA) maintenance fees, which are currently \$948.13 per month for all eleven cabana units. The Palace advised the County of its intentions to file a suit against the County to collect the outstanding COA fees that have accrued since the Properties escheated to the County, or in the alternative, to obtain a judgment compelling an auction of the Properties. A foreclosure auction could result in a judgment against the County for the difference between the amount the Palace recovers from a sale of the Properties and the amount owed for unpaid maintenance fees, accumulated interest, costs of litigation, and attorney's fees. The County reached a settlement with the Palace to cancel the accrued fees, costs, interest, and attorney's fees, in exchange for the conveyance of the Property to the Palace, subject to a recorded Declaration of Restrictive Covenants which will restrict the use of the Properties as "designated recreational space" to be used by all occupants of the Palace Condominium and visitors.

The Properties are very small in size and irregularly shaped, which limits its ability to be utilized for any other purpose. The Declaration of Condominium restricts the sale and rental of cabana units. No person may own a cabana unit unless such person is also a Residential Unit Owner. No person may rent or lease a cabana unit unless such person is also a Residential Unit Owner or a lessee of a Residential Unit. Therefore, sales of the Cabana Units are limited strictly to Residential Unit Owners and the County is precluded from renting the Cabana Units. On February 14, 2022, pursuant to Implementing Order 8-4, ISD circulated a memorandum to all County departments and no County departments responded and no need was identified for these Properties due to the restricted use.

ISD staff determined that the outstanding association fees exceed the value of the cabana units. Therefore, it is in the best interest of the County to convey the Properties to the Palace in lieu of outstanding association fees and elimination of possible loss in County funds by selling the Properties. The current outstanding COA fees are \$146,535.33 or \$13,321 per cabana unit which is 87 percent of the Property Appraiser's Market Value of \$15,239 per unit. Research indicates that most transfers of cabana units within the condominium complex have been tax certificate sales indicating limited marketability and demand for the cabana units. The most recent arms-length sales to occur in the complex ranged from \$7,000 to \$10,000 per unit, which is below the amount of COA fees owed per unit on the Properties. The conveyance of these Properties to the Palace will put the Properties back on the tax roll and will eliminate the County's obligation to maintain them and pay COA fees on properties that are of no use to the County.

Attachments


Edward Marquez
Chief Financial Officer



County Owned Properties Regulated by The Palace Homeowner's Association

Folio	Address	City	Department	User	Lot Size	Adjust SF	Zoning	Legal Desc	Util Status	Property Type	Total Value
District 7											
Raquel A. Regalado											
230											
0141390382720	1541 BRICKELL AVE A309	Miami	INTERNAL SERVICES		0	154	T6-36b-L	THE PALACE CONDO UNIT A-309 UNDIV .044% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 25921-3337 0907 3		Club House Cabana	\$28,320.00
0141390382720	1541 BRICKELL AVE C322	Miami	INTERNAL SERVICES		0	65	T6-36b-L	THE PALACE CONDO UNIT C-322 UNDIV .019% Not in use INT IN COMMON ELEMENTSOR 25577-188 0407 3		Club House Cabana	\$14,734.00
0141390382750	1541 Brickell Avenue C325	Miami	INTERNAL SERVICES		0	65	T6-36b-L	THE PALACE CONDO UNIT C-325 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 CASE 04-A00925 0505 3		Club House Cabana	\$13,395.00
0141390382780	1541 BRICKELL AVE C328	Miami	INTERNAL SERVICES		0	65	T6-36b-L	THE PALACE CONDO UNIT C-328 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 25577-191 0407 3		Club House Cabana	\$14,734.00
0141390382800	1541 BRICKELL AVE C330	Miami	INTERNAL SERVICES		0	65	T6-36b-L	THE PALACE CONDO UNIT C-330 UNDIV .018% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 COC 26306-1845 04 2008 3		Club House Cabana	\$14,734.00
0141390382850	1541 Brickell Avenue, #C335	Miami	INTERNAL SERVICES		0	65	T6-36b-L	THE PALACE CONDO UNIT C-335 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 25577-191 0407 3		Club House Cabana	\$13,395.00
0141390382860	THE PALACE CONDO 1541 BRICKELL AVE C336 Miami, FL 33129-1213	Miami	INTERNAL SERVICES		0	65	T6-36b-L	THE PALACE CONDO UNIT C-336 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 14210-567 08895		Club House Cabana	\$13,395.00
0141390382880	THE PALACE CONDO 1541 BRICKELL AVE C338 Miami, FL 33129-1213	Miami	INTERNAL SERVICES		0	65	T6-36b-L	THE PALACE CONDO UNIT C-338 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 14210-573 0889 5		Club House Cabana	\$13,395.00
0141390382950	1541 BRICKELL AVE C345	Miami	INTERNAL SERVICES		0	65	T6-36b-L	THE PALACE CONDO UNIT C-345 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 197-2339 0401 4		Club House Cabana	\$13,395.00
0141390382970	1541 BRICKELL AVE C347	Miami	INTERNAL SERVICES		0	65	T6-36b-L	THE PALACE CONDO UNIT C-347 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 14210-468 0889 5		Club House Cabana	\$13,395.00
0141390383000	1541 BRICKELL AVE C350	Miami	INTERNAL SERVICES		0	65	T6-36b-L	THE PALACE CONDO UNIT C-350 UNDIV .018% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 CASE #99-929 0600		Club House Cabana	\$14,734.00
Grand Total											11

MDC005



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/25/2022

Property Information	
Folio:	01-4139-038-2620
Property Address:	1541 BRICKELL AVE UNIT: A309 Miami, FL 33129-1213
Owner	MIAMI DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	5000 HOTELS & MOTELS - GENERAL
Primary Land Use	8607 COUNTY : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	1
Actual Area	Sq.Ft
Living Area	154 Sq.Ft
Adjusted Area	154 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1981



Assessment Information			
Year	2021	2020	2019
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$28,320	\$28,320	\$28,320
Assessed Value	\$28,320	\$28,320	\$28,320

Benefits Information				
Benefit	Type	2021	2020	2019
County	Exemption	\$28,320	\$28,320	\$28,320

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
THE PALACE CONDO	
UNIT A-309	
UNDIV .044%	
INT IN COMMON ELEMENTS	
OFF REC 11275-1461	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$28,320	\$28,320	\$28,320
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$28,320	\$28,320	\$28,320
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$28,320	\$28,320	\$28,320
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$28,320	\$28,320	\$28,320
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/01/2004	\$0	22601-1039	Sales which are disqualified as a result of examination of the deed
08/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Version:

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Summary Report

Generated On : 3/25/2022

Property Information	
Folio:	01-4139-038-2720
Property Address:	1541 BRICKELL AVE UNIT: C322 Miami, FL 33129-1213
Owner	MIAMI DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	4603 MULTI-FAMILY - 24 STORY &
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	Sq.Ft
Living Area	65 Sq.Ft
Adjusted Area	65 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1981



Assessment Information			
Year	2021	2020	2019
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$14,734	\$14,734	\$14,734
Assessed Value	\$14,734	\$14,734	\$14,734

Benefits Information				
Benefit	Type	2021	2020	2019
County	Exemption	\$14,734	\$14,734	\$14,734

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
THE PALACE CONDO UNIT C-322 UNDIV .019% INT IN COMMON ELEMENTS OR 25577-188 0407 3	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/01/2004	\$0	22601-3238	Sales which are disqualified as a result of examination of the deed
08/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Summary Report

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Property Information	
Folio:	01-4139-038-2750
Property Address:	1541 BRICKELL AVE UNIT: C325 Miami, FL 33129-1213
Owner	MIAMI DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128 USA
PA Primary Zone	4603 MULTI-FAMILY - 24 STORY &
Primary Land Use	8607 COUNTY : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	Sq.Ft
Living Area	65 Sq.Ft
Adjusted Area	65 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1981



Assessment Information			
Year	2021	2020	2019
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$13,395	\$13,395	\$13,395
Assessed Value	\$13,395	\$13,395	\$13,395

Benefits Information				
Benefit	Type	2021	2020	2019
County	Exemption	\$13,395	\$13,395	\$13,395

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
THE PALACE CONDO	
UNIT C-325	
UNDIV .019%	
INT IN COMMON ELEMENTS	
OFF REC 11275-1461	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/12/2011	\$0	27862-0464	Corrective, tax or QCD; min consideration
04/01/2001	\$0	19700-2341	Sales which are disqualified as a result of examination of the deed
06/01/1996	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed
08/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Summary Report

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Property Information	
Folio:	01-4139-038-2780
Property Address:	1541 BRICKELL AVE UNIT: C328 Miami, FL 33129-1213
Owner	MIAMI DADE COUNTY GSA-R/E MGMT
Mailing Address	111 NW 1 STE STE 2460 MIAMI, FL 33128
PA Primary Zone	4603 MULTI-FAMILY - 24 STORY &
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	Sq.Ft
Living Area	65 Sq.Ft
Adjusted Area	65 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1981



Assessment Information			
Year	2021	2020	2019
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$14,734	\$14,734	\$14,734
Assessed Value	\$14,734	\$14,734	\$14,734

Benefits Information				
Benefit	Type	2021	2020	2019
County	Exemption	\$14,734	\$14,734	\$14,734

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
THE PALACE CONDO	
UNIT C-328	
UNDIV .019%	
INT IN COMMON ELEMENTS	
OFF REC 11275-1461	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/01/2004	\$0	22601-3241	Sales which are disqualified as a result of examination of the deed
08/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Summary Report

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Property Information	
Folio:	01-4139-038-2800
Property Address:	1541 BRICKELL AVE UNIT: C330 Miami, FL 33129-1213
Owner	MIAMI DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	4603 MULTI-FAMILY - 24 STORY &
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	1
Actual Area	Sq.Ft
Living Area	65 Sq.Ft
Adjusted Area	65 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1981



Assessment Information			
Year	2021	2020	2019
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$14,734	\$14,734	\$14,734
Assessed Value	\$14,734	\$14,734	\$14,734

Benefits Information				
Benefit	Type	2021	2020	2019
County	Exemption	\$14,734	\$14,734	\$14,734

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
THE PALACE CONDO	
UNIT C-330	
UNDIV .018%	
INT IN COMMON ELEMENTS	
OFF REC 11275-1461	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
04/01/2008	\$0	26306-1845	Sales which are disqualified as a result of examination of the deed
08/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/25/2022

Property Information	
Folio:	01-4139-038-2850
Property Address:	1541 BRICKELL AVE UNIT: C335 Miami, FL 33129-1213
Owner	MIAMI DADE COUNTY
Mailing Address	111 NW 1 ST MIAMI, FL 33128 USA
PA Primary Zone	4603 MULTI-FAMILY - 24 STORY &
Primary Land Use	8607 COUNTY : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	Sq.Ft
Living Area	65 Sq.Ft
Adjusted Area	65 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1981



Assessment Information			
Year	2021	2020	2019
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$13,395	\$13,395	\$13,395
Assessed Value	\$13,395	\$13,395	\$13,395

Benefits Information				
Benefit	Type	2021	2020	2019
County	Exemption	\$13,395	\$13,395	\$13,395

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
THE PALACE CONDO	
UNIT C-335	
UNDIV .019%	
INT IN COMMON ELEMENTS	
OFF REC 11275-1461	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/12/2011	\$100	27862-0241	Corrective, tax or QCD; min consideration
06/01/1995	\$0	18243-2719	Sales which are disqualified as a result of examination of the deed
08/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Version:

MDC011



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/25/2022

Property Information	
Folio:	01-4139-038-2860
Property Address:	1541 BRICKELL AVE UNIT: C336 Miami, FL 33129-1213
Owner	MIAMI DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128 USA
PA Primary Zone	5000 HOTELS & MOTELS - GENERAL
Primary Land Use	8907 MUNICIPAL : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	Sq.Ft
Living Area	65 Sq.Ft
Adjusted Area	65 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1981



Assessment Information			
Year	2021	2020	2019
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$13,395	\$13,395	\$13,395
Assessed Value	\$13,395	\$13,395	\$13,395

Benefits Information				
Benefit	Type	2021	2020	2019
County	Exemption	\$13,395	\$13,395	\$13,395

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
THE PALACE CONDO	
UNIT C-336	
UNDIV .019%	
INT IN COMMON ELEMENTS	
OFF REC 11275-1461	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/12/2011	\$0	27875-4376	Corrective, tax or QCD; min consideration
08/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Version:

MDC012

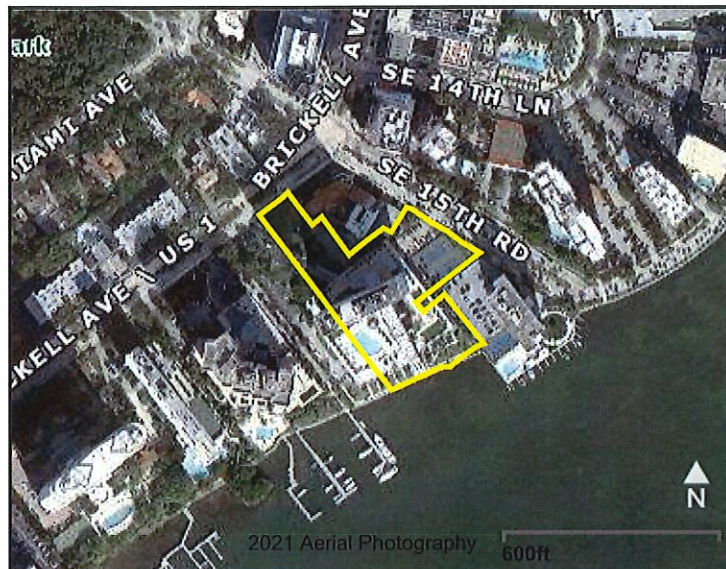


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/25/2022

Property Information	
Folio:	01-4139-038-2880
Property Address:	1541 BRICKELL AVE UNIT: C338 Miami, FL 33129-1213
Owner	MIAMI DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128 USA
PA Primary Zone	5000 HOTELS & MOTELS - GENERAL
Primary Land Use	8907 MUNICIPAL : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	Sq.Ft
Living Area	65 Sq.Ft
Adjusted Area	65 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1981



Assessment Information			
Year	2021	2020	2019
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$13,395	\$13,395	\$13,395
Assessed Value	\$13,395	\$13,395	\$13,395

Benefits Information				
Benefit	Type	2021	2020	2019
County	Exemption	\$13,395	\$13,395	\$13,395

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
THE PALACE CONDO	
UNIT C-338	
UNDIV .019%	
INT IN COMMON ELEMENTS	
OFF REC 11275-1461	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/17/2011	\$0	27886-1962	Corrective, tax or QCD; min consideration
08/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Version:

MDC013



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/25/2022

Property Information	
Folio:	01-4139-038-2950
Property Address:	1541 BRICKELL AVE UNIT: C345 Miami, FL 33129-1213
Owner	MIAMI DADE COUNTY ISD R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128
PA Primary Zone	5000 HOTELS & MOTELS - GENERAL
Primary Land Use	8907 MUNICIPAL : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	Sq.Ft
Living Area	65 Sq.Ft
Adjusted Area	65 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1981



Assessment Information			
Year	2021	2020	2019
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$13,395	\$13,395	\$13,395
Assessed Value	\$13,395	\$13,395	\$13,395

Benefits Information				
Benefit	Type	2021	2020	2019
County	Exemption	\$13,395	\$13,395	\$13,395

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
THE PALACE CONDO	
UNIT C-345	
UNDIV .019%	
INT IN COMMON ELEMENTS	
OFF REC 11275-1461	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
04/01/2001	\$0	19700-2339	Sales which are disqualified as a result of examination of the deed
06/01/1995	\$0	19279-2510	Sales which are disqualified as a result of examination of the deed
08/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Version:

MDC014



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/25/2022

Property Information	
Folio:	01-4139-038-2970
Property Address:	1541 BRICKELL AVE UNIT: C347 Miami, FL 33129-1213
Owner	MIAMI DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128 USA
PA Primary Zone	5000 HOTELS & MOTELS - GENERAL
Primary Land Use	8607 COUNTY : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	Sq.Ft
Living Area	65 Sq.Ft
Adjusted Area	65 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1981



Assessment Information			
Year	2021	2020	2019
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$13,395	\$13,395	\$13,395
Assessed Value	\$13,395	\$13,395	\$13,395

Benefits Information				
Benefit	Type	2021	2020	2019
County	Exemption	\$13,395	\$13,395	\$13,395

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
THE PALACE CONDO	
UNIT C-347	
UNDIV .019%	
INT IN COMMON ELEMENTS	
OFF REC 11275-1461	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$13,395	\$13,395	\$13,395
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
11/17/2011	\$0	27886-1481	Corrective, tax or QCD; min consideration
08/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Version:

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OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/25/2022

Property Information	
Folio:	01-4139-038-3000
Property Address:	1541 BRICKELL AVE UNIT: C350 Miami, FL 33129-1213
Owner	MIAMI DADE COUNTY GSA-R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	4603 MULTI-FAMILY - 24 STORY &
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	1
Actual Area	Sq.Ft
Living Area	65 Sq.Ft
Adjusted Area	65 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1981



Assessment Information			
Year	2021	2020	2019
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$14,734	\$14,734	\$14,734
Assessed Value	\$14,734	\$14,734	\$14,734

Benefits Information				
Benefit	Type	2021	2020	2019
County	Exemption	\$14,734	\$14,734	\$14,734

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
THE PALACE CONDO	
UNIT C-350	
UNDIV .018%	
INT IN COMMON ELEMENTS	
OFF REC 11275-1461	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$14,734	\$14,734	\$14,734
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/01/2004	\$0	22601-1012	Sales which are disqualified as a result of examination of the deed
08/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Version:

MDC016

ATTACHMENT 2

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into between THE PALACE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as (The “PALACE” or “ASSOCIATION”), a Florida not for profit corporation, and MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, hereinafter referred to as (the “COUNTY”), (collectively “the PARTIES”), with the terms and conditions as set forth below:

WHEREAS, the PALACE is a condominium association and a Florida not-for-profit corporation, operating pursuant to the provisions of chapter 718, Florida Statutes, and doing business in Miami-Dade County, Florida; and

WHEREAS, the COUNTY owns 11 cabana units located within the Palace, located at: 1541 Brickell Avenue, Units A-309, C-322, C-325, C-328, C-330, C-335, C-336, C-338, C-345, C-347 and C-350, Miami, Florida – Folios No.:

01-4139-038-2620	01-4139-038-2860
01-4139-038-2720	01-4139-038-2880
01-4139-038-2750	01-4139-038-2950
01-4139-038-2780	01-4139-038-2970
01-4139-038-2800	01-4139-038-3000
01-4139-038-2850	

as more particularly detailed in the property description attached hereto as Exhibit “A” and referred to hereinafter as the (“Cabana Units”); and

WHEREAS, the Property consist of eleven (11) Cabana Units, adjacent to the swimming pool area and north deck; and

WHEREAS, the COUNTY is a political subdivision of the State of Florida; and

WHEREAS, the COUNTY is the current owner of the Cabana Units by virtue of tax escheat as evidenced by Official Miami-Dade County Records; and

WHEREAS, monthly maintenance fees accrue each month, which are due and payable to the Palace; and

WHEREAS, the Palace alleges that the past due arrears owed by the COUNTY for the Properties are more than \$146,535.33 plus interest, attorney's fees, and costs; and

WHEREAS, potential legal action that could result in the sale of the Property will not necessarily cover the arrearages on the Properties, interest, attorney's fees, and costs; and

WHEREAS, the Parties, in an effort to avoid time consuming and costly litigation, hereby consent to the terms and conditions of this Agreement as delineated below; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement, together with such other and good consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

TERMS AND CONDITIONS

1. **Incorporation of Recitals:** The above recitals are true and correct and incorporated into and made a part of this Agreement, and the parties agree and acknowledge that this Agreement and the releases herein are contractual and not merely a recital.

2. **Mutual Obligations:**

- i. **COUNTY Obligations:** The COUNTY shall, within thirty (30) days of full execution of this Agreement, provide for the Palace execution, a declaration of restrictive covenants ("Covenant") in substantially the form attached hereto as Exhibit "B" and shall record in the official records of Miami-Dade County the executed Covenant and an executed County deed in substantially the form attached hereto as Exhibit "C" which shall convey the Cabana Units to the Palace.
- ii. **The Palace's Obligations:** Within thirty (30) days of full execution of this Agreement, the PALACE shall: dismiss any Action with prejudice, which shall waive the arrearages of monthly maintenance fees and accumulated interest, as well as attorney's fees and costs related to the Cabana Units. Furthermore, upon execution of this Agreement, and recording of the Deed and Covenant, the PALACE shall use the Properties solely as "Designated Recreational Space." As used herein and in the covenants, Designated Recreational Space shall mean interior surface area consisting of spaces specifically designated for recreational purposes, in, on, or under any part of a building, for common use by the occupants of such building, which shall be accessible to the PALACE residents and visitors.

3. **THE PALACE's Release of the County.** For the consideration and promises made herein, the PALACE, its successors, executors, agents, employees, assigns, and any and all

other persons, firms, corporations, or other entities who may claim by or through the PALACE, releases and forever discharges the COUNTY and its employees, officers, agents, successors and assigns, attorneys, or otherwise, from any and all claims, causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, that the PALACE has or claims to have in the past or present against the COUNTY related in any way to the Cabana Units.

4. **COUNTY's Release of the PALACE.** For the consideration and promises made herein, and subject to and except for the respective obligations and agreements of the Parties as set forth in this Agreement, the COUNTY, its successors, executors, agents, employees, assigns, subcontractors, sureties, suppliers, and any and all other persons, firms, corporations, or other entities who may claim by or through the COUNTY, releases and forever discharges the PALACE and its employees, officers, agents, successors and assigns, attorneys, or otherwise, from any and all claims, causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, related to the Cabana Units that the County has or claims to have in the past or present against the PALACE.

5. **Effective Date, and Conditions Precedent to Effectiveness of this Agreement.** The Parties agree and acknowledge that this Agreement shall be first executed by the PALACE and shall thereafter be conditioned upon approval by the Board of County Commissioners ("the Board"), and if approved by the Board, the Agreement shall thereafter be executed by the County Mayor or Mayor's designee within 30 days from the date the Agreement is approved by the Board, and thereafter the Agreement shall become effective ("Effective Date") upon the full execution of the Agreement by both Parties.

6. **Sovereign Rights.** It is expressly understood that notwithstanding any provisions of this Agreement and the COUNTY'S status as a party to this Agreement,

(a) The COUNTY retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under Florida law and shall in no way be estopped from or be liable for withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature, which laws or regulations are or might be applicable to the planning, design, construction, development, or operation of any project on the Property, including but not limited to the rights, obligations, or prohibitions provided in section 8CC-7(d) of the Code of Miami-Dade County which provides that, "Notwithstanding any provision of this Code, no County or municipal officer, agent, employee or Board shall approve, grant or issue any operating permit, license, building permit, certificate of use and occupancy, municipal occupational licenses, platting action, or zoning action to any named violator with (i) unpaid civil penalties; (ii) unpaid administrative costs of hearing; (iii) unpaid County investigative, enforcement, testing, or monitoring costs; or (iv) unpaid liens, any or all of which are owed to Miami-Dade County pursuant to the provisions of the Code of Miami-Dade County, Florida;"

(b) The COUNTY shall not by virtue of this Agreement be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development, or operation of any project on the Subject Property; and

(c) Notwithstanding and prevailing over any contrary provision in this Agreement, any COUNTY covenant or obligation that may be contained in this Agreement shall not bind the Board, the COUNTY's Department of Regulatory and Economic Resources or its successor department, or any other COUNTY, Federal, or State department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the COUNTY or other applicable governmental agencies in the exercise of its police power.

7. **Attorneys' Fees, Costs, and Expenses.** The Parties shall be responsible for their own attorneys' fees, costs, and expenses incurred in connection with the settlement or defenses of their claims against each other in this Action.

8. **Governing Law and Enforcement.** This Agreement shall be construed, interpreted, enforced, and applied in accordance with Florida law without regard to its conflict of laws' provisions. The Parties agree that any action to enforce this Agreement shall be brought in state court in Miami-Dade County, Florida.

9. **Construction.** The Parties represent and agree that they have participated equally in the negotiation of the terms and provisions set forth in this Agreement and that no presumptions or inference shall apply against any party hereto to its construction. The Parties declare that they have completely read the terms of this Agreement, that they have discussed the terms of the Agreement with legal counsel of their choice, and that they fully understand and voluntarily accept the terms for the purpose of making a full and final compromise, adjustment and settlement of claims.

10. **Acknowledgment.** Everyone who signs this Agreement represents by signing it that each has fully reviewed the contents of this documentation, each understands the contents of the documentation, has had advice of counsel regarding the contents and legal effect of this documentation, is not relying on the representations of any other Party or the attorneys for the other Party in entering into this Agreement, executes this Agreement of his/her own free will and accord, and that each agrees to be fully bound by the terms and conditions of this Agreement, and that anyone signing this Agreement in a representative capacity has full authority to execute this Agreement in such representative capacity and to bind legally the Party for whom he or she signs.

11. **Advice of Counsel.** The Parties represent, by signing this Agreement, they have relied upon the advice of their respective attorneys, who are attorneys of their own choice, and that they have carefully read and understood the terms of this Agreement, and that those terms are fully understood and voluntarily accepted by them. Each Party has made such investigation of the facts pertaining to this Agreement and of all other matters as they deem necessary, and each Party agrees to be fully bound by the terms and conditions of this Agreement.

12. **Binding Effect.** This Agreement shall be binding upon the Parties hereto, their heirs, successors and/or assigns.

13. **Amendment.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid, unless the same is in writing and signed by each of the Parties.

14. **Waiver.** The Parties agree that the waiver of any breach of this Agreement by any party shall not constitute a waiver of any other breach of this Agreement.

15. **Headings.** The headings used in this Agreement are solely for the convenience of the Parties and not to be used in the interpretation or construction of the Agreement.

16. **Survival.** The representations, covenants, and agreements of the Parties hereto made in this Agreement shall remain operative and survive the execution and delivery hereof.

17. **Severability.** The Parties have attempted to create an Agreement that is lawful and enforceable in all respects. The validity of this Agreement shall not be affected by any subsequent changes in federal, state, or county law, whether through legislation or judicial interpretation, which create, eliminate, or change the rights and obligations of the parties. However, if any provision of this Agreement is held to be invalid, void or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired or invalidated.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute a single instrument. Signatures to this Agreement provided electronically shall be deemed original signatures.

19. **Further Cooperation.** Each of the Parties hereto shall execute such further documents reasonable and necessary in order to carry out the purpose and intent of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN ACCEPTANCE WHEREOF, THE PALACE CONDOMINIUM ASSOCIATION, INC., and MIAMI-DADE COUNTY have set their respective hands as of the date and year appearing by their respective signatures:

THE PALACE CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]

Print: WILLIAM J. MARETT, JR

Title: PRESIDENT, Bd of Dir.

Dated: May 30th, 2022

MIAMI-DADE COUNTY, Florida

By: _____
Daniella Levine Cava
County Mayor or Designee

Print: _____

Dated: _____, 2022

By: _____

Approve by the County Attorney as to form
and Legal Sufficiency

By: _____

Date: _____, 2022



County Owned Properties Regulated by The Palace Homeowner's Association

Exhibit A

Folio	Address	City	Department User	Lot Size	Adjust SF	Zoning	Legal Desc	Util Status	Property Type	Total Value
District 7										
Raquel A. Regalado										
230										
0141390382620	1541 BRICKELL AVE A309	Miami	INTERNAL SERVICES	0	154	T6-36b-L	THE PALACE CONDO UNIT A-309 UNDIV .044% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 25921-3337 0907 3	Not in use	Club House Cabana	\$28,320.00
0141390382720	1541 BRICKELL AVE C322	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-322 UNDIV .019% Not in use INT IN COMMON ELEMENTSOR 25577-188 0407 3	Not in use	Club House Cabana	\$14,734.00
0141390382750	1541 Brickell Avenue C325	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-325 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 CASE 04-A00925 0505 3	Not in use	Club House Cabana	\$13,395.00
0141390382780	1541 BRICKELL AVE C328	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-328 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 25577-191 0407 3	Not in use	Club House Cabana	\$14,734.00
0141390382800	1541 BRICKELL AVE C330	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-330 UNDIV .018% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 COC 26306-1845 04 2008 3	Not in use	Club House Cabana	\$14,734.00
0141390382850	1541 Brickell Avenue, #C335	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-335 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 25577-191 0407 3	Not in use	Club House Cabana	\$13,395.00
0141390382860	THE PALACE CONDO 1541 BRICKELL AVE C336 Miami, FL 33129-1213	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-336 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 14210-567 08895	Not in use	Club House Cabana	\$13,395.00
0141390382900	THE PALACE CONDO 1541 BRICKELL AVE C338 Miami, FL 33129-1213	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-338 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 14210-573 0889 5	Not in use	Club House Cabana	\$13,395.00
0141390382950	1541 BRICKELL AVE C345	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-345 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 197-2339 0401 4	Not in use	Club House Cabana	\$13,395.00
0141390382970	1541 BRICKELL AVE C347	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-347 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 OR 14210-468 0889 5	Not in use	Club House Cabana	\$13,395.00
0141390383000	1541 BRICKELL AVE C350	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-350 UNDIV .018% Not in use INT IN COMMON ELEMENTSOFF REC 11275-1461 CASE #99-929 0600	Not in use	Club House Cabana	\$14,734.00
Grand Total										11

MDC026

EXHIBIT B

(For Recorder's Use Only)

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Covenant") is made this _____ day of _____, 2022 ("Effective Date"), by the Palace Condominium Association, Inc. ("the Palace") a not-for-profit corporation under the laws of the State of Florida, and Miami-Dade County (the "County"), a political subdivision of the State of Florida.

WHEREAS, the Palace and the County, together (collectively referred to hereinafter as the "Parties"), hereby make, declare and impose on the properties herein described, this Declaration of Restrictive Covenants (the "Declaration"), and the covenants running with the title to the land contained herein, which shall be binding on the Owners, all heirs, grantees, successors and assigns, personal representatives, mortgagees, and lessees of each of them, and against all persons claiming by, through or under them.

WHEREAS, pursuant to a Settlement Agreement between the Parties, attached hereto as Exhibit "A" and made a part hereof, the County has conveyed to the Palace eleven (11) units of improved real property located at 1541 Brickell Avenue, Miami, Florida 33129, hereinafter referred to as ("Cabana Units"), specifically Units A-309, C-322, C-325, C-328, C-330, C-335, C-336, C-338, C-345, C-347 and C-350, Miami, Florida 33129, with the following folio numbers:

01-4139-038-2620	01-4139-038-2860
01-4139-038-2720	01-4139-038-2880
01-4139-038-2750	01-4139-038-2950
01-4139-038-2780	01-4139-038-2970
01-4139-038-2800	01-4139-038-3000
01-4139-038-2850	

and as more particularly detailed in the property description attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Parties hereby agree that the aforementioned Cabana Units shall be utilized solely as "designated recreational space" for residents and visitors of the Palace Condominium and for no other purpose; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals: the recitals and restrictions set forth in this Covenant are hereby adopted by reference thereto and incorporated herein as fully set forth in this section.
2. Covenant: The Parties agree that this instrument shall remain in effect for a period of thirty (30) years, and any and all conveyances or transfers of all or any portion of the Cabana Units by Owners shall be subject to the terms and conditions of this Covenant as if any such grantee, successor or assign were a party hereto or a signatory hereof.
3. Covenant Running with the Land: This Covenant, once approved for legal form and sufficiency by the County Attorney, and accepted and approved by the Miami-Dade Board of County Commissioners and recorded by the Clerk of Courts, shall run with the land and be binding upon the heirs, successors, personal representative and assigns, and upon all owners, future owners, mortgages, and lessees, and others presently or in the future having any interest in the eleven (11) Cabana Units, such that the Cabana Units shall be utilized solely as "designated recreational space." As used herein, "designated recreational space" shall mean interior surface area consisting of spaces specifically designated for recreational purposes, in, on, or under any part of a building, for common use by the occupants of such building, which shall be accessible to the PALACE residents and visitors.
4. Effective Date and Term of Covenant: The provisions of this instrument shall become effective upon approval by the Miami-Dade County Board of County Commissioners and recordation in the Public Records of Miami-Dade County, Florida, and shall continue in full force and effect for a period of thirty (30) years. In the event of multiple ownership after the approval and recording of the Covenant, each of the subsequent owners shall be bound by the terms, provisions, and conditions of this Covenant.
5. Enforcement: The County is the beneficiary of these covenants and restrictions and as such may enforce these covenants and restrictions by an action in law or in equity, including without limitation a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or

entities, violating or attempting to violate the terms of these covenants and restrictions.

6. Inspection: It is understood and agreed between the Parties that any inspector from Miami-Dade County shall have the right at any time during normal working hours to enter and investigate the use of the Property to determine if the conditions of this Declaration of Restrictive Covenants are being complied with.
7. Severability: If any covenant, restriction or provision contained in this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition or provision contained herein, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of the State of Florida and the venue shall be Miami-Dade County, Florida.

Notice and Contact: Any notice required or permitted under this Declaration shall be in writing and shall be deemed to have been given, delivered and received when either (i) delivered in person to the agents designated herein below for that purpose, (ii) on the first business day after delivery to an overnight courier (e.g. Federal Express, Airborne) as evidenced by the sender's copy, addressed as set forth herein below, or (iii) three (3) days after deposited in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the other party. The addresses of the parties are as follows:

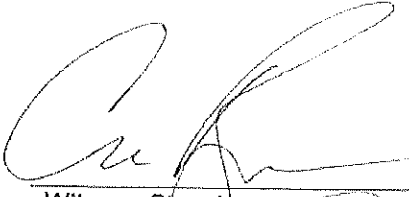
TO MIAMI-DADE COUNTY:

Miami-Dade County
Director
Internal Services Department
111 N.W. First Street, Suite 2460
Miami, Florida 33128

TO THE PALACE
CONDOMINIUM ASSOCIATION, INC.:

The Palace Condominium Association
President
1541 Brickell Avenue
Miami, Florida 33129

IN WITNESS WHEREOF, the Parties have caused this Declaration of Restrictive Covenants to be executed by its duly authorized officers on the date and year below.



Witness Signature



Witness Name Printed

The Palace Condominium Association, Inc.
a Florida not for profit corporation

By: 

[Signature]

Name: WILLIAM J. MARRETT, JR. PRES. Bldg Dir

[Print Name / Title]

State of Florida
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of (how the individual appeared check one): (how the individual appeared check one):

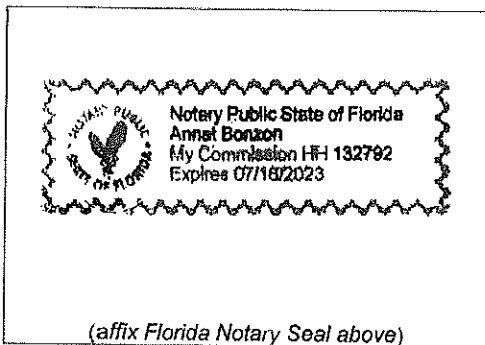
☒ physical presence ☐ online notarization this 30th day of March, 2022.
(date) (month) (year)

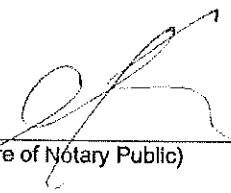
by William Marrett

(name of individual swearing or affirming)

as President for the Palace Condominium
(type of authority, e.g., Officer, Attorney-in Fact) (Name of party on behalf of whom executed)

Individual identified by: ☒ personal knowledge ☐ satisfactory evidence _____
(type)





(Signature of Notary Public)
Annet Bonzon

(typed, printed, or stamped name of Notary Public)

MIAMI-DADE COUNTY,
a Political Subdivision

By: _____
Daniella Levine Cava
Mayor, Miami-Dade County

Approved for legal sufficiency: _____

The foregoing was authorized by Resolution No.: _____ approved by the Board of
County Commissioners of Miami-Dade County, Florida, on the _____ day of _____,
2022.

Exhibit "C"

Instrument prepared by and Return To:
Miami-Dade County Internal Services Department
Real Estate Development Division
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907

Folio No.: See Attachment "A"

COUNTY DEED

THIS DEED, made this _____ day of _____, 2022, by Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Suite 17-202, Miami, Florida 33128, and The Palace Condominium Association, Inc. a Florida not-for-profit corporation (hereinafter "Grantee"), whose address is: 1541 Brickell Avenue, Miami, Florida 33129.

WITNESSETH:

That the said County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, his or her heirs and assigns forever, the following legally described properties being in Miami-Dade County, Florida, (hereinafter "Properties"):

Legal Description

SEE ATTACHMENT "A"

This grant conveys only the interest of the County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any statement of facts concerning the same. This grant is made subject to the restriction that the Properties shall be utilized solely as a designated recreational space for the Palace Condominium residents and visitors, and for no other purposes pursuant to a Declaration of Restrictive Covenants dated _____ and recorded in Official Records Book _____, Page _____ of the Public Records of Miami-Dade County.

Exhibit "C"

IN WITNESS WHEREOF Miami-Dade County has caused this instrument to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, on the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Its Chairman (or Vice Chairperson)

Approved for legal sufficiency: _____

The foregoing was authorized by Resolution No.: _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2022.

Exhibit "C"

ATTACHMENT "A"

LEGAL DESCRIPTION

Folio	Legal Description
01-4139-038-2620	THE PALACE CONDO UNIT A-309 UNDIV .044% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2720	THE PALACE CONDO UNIT C-322 UNDIV .019% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2750	THE PALACE CONDO UNIT C-325 UNDIV .019% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2780	THE PALACE CONDO UNIT C-328 UNDIV .019% INT IN COMMON ELEMENTSOFF REC 11275-1461
01-4139-038-2800	THE PALACE CONDO UNIT C-330 UNDIV .018% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2850	THE PALACE CONDO UNIT C-335 UNDIV .019% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2860	THE PALACE CONDO UNIT C-336 UNDIV .019% INT IN COMMON ELEMENTSOFF REC 11275-1461
01-4139-038-2880	THE PALACE CONDO UNIT C-338 UNDIV .019% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2950	THE PALACE CONDO UNIT C-345 UNDIV .019% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2970	THE PALACE CONDO UNIT C-347 UNDIV .019% INT IN COMMON ELEMENTSOFF REC 11275-1461
01-4139-038-3000	THE PALACE CONDO UNIT C-350 UNDIV .018% INT IN COMMON ELEMENTS OFF REC 11275-1461



MEMORANDUM

(Revised)

TO: Honorable Interim Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 6, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(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 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(F)(1)
12-6-22

RESOLUTION NO. _____ R-1159-22

RESOLUTION DECLARING SURPLUS AND AUTHORIZING THE CONVEYANCE PURSUANT TO SECTION 125.38, FLORIDA STATUTES, OF 11 COUNTY-OWNED PROPERTIES, LOCATED AT 1541 BRICKELL AVENUE, UNITS A-309, C-322, C-325, C-328, C-330, C-335, C-336, C-338, C-345, C-347 AND C-350, MIAMI, FLORIDA, CONSISTING OF A COMBINED TOTAL OF 804 SQUARE FEET, TO THE PALACE CONDOMINIUM ASSOCIATION, INC. (THE "PALACE"), A FLORIDA NOT-FOR-PROFIT CORPORATION, AT NO COST TO THE COUNTY; APPROVING A SETTLEMENT AGREEMENT WITH THE PALACE AND A DECLARATION OF RESTRICTIVE COVENANTS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SETTLEMENT AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS AND TO EXERCISE AND ENFORCE ALL RIGHTS CONTAINED THEREIN; AND AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE A COUNTY DEED

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:

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

Section 2. This Board declares the Properties (as defined in section 3 below) as surplus and authorizes the conveyance of such Properties to the Palace Condominium Association, Inc. ("the Palace"), a Florida not-for-profit corporation, for nominal consideration of \$10.00, pursuant to section 125.38, Florida Statutes.

Section 3. This Board finds that it is in the best interest of the County, for reasons expressed in the accompanying memorandum, to and does hereby approve: (i) the terms of the Settlement Agreement between Miami-Dade County and the Palace, in substantially the form attached to the accompanying memorandum as Attachment 2 and incorporated herein by reference, at no cost to the County; (ii) the conveyance of County-owned properties located at 1541 Brickell Avenue, Units A-309, C-322, C-325, C-328, C-330, C-335, C-336, C-338, C-345, C-347 and C-350, Miami, Florida (the “Properties”) as shown in Attachment 1 to the accompanying memorandum, to the Palace through County Deed, for nominal consideration of \$10.00 in substantially the form attached as Exhibit C to the Settlement Agreement (Attachment 2 to the accompanying memorandum), as the Properties are not needed for a County purpose; and (iii) the terms of a Declaration of Restrictive Covenants, in substantially the form attached as Exhibit B to the Settlement Agreement (Attachment 2 to the accompanying memorandum), limiting the use of the Properties to publicly-accessible recreational space for residents and visitors of the Palace. This Board authorizes the County Mayor or County Mayor’s designee to execute the Settlement Agreement and Declaration of Restrictive Covenants and exercise and enforce all rights contained therein on behalf of Miami-Dade County.

Section 4. Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the County Deed on behalf of Miami-Dade County.

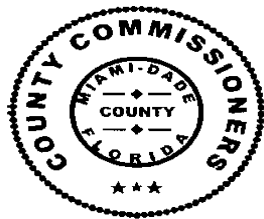
Section 5. Pursuant to Resolution R-974-09, this Board (a) directs the County Mayor or County Mayor’s designee to record or ensure the recording in the Public Records of Miami-Dade County, Florida of the County Deed and Declaration of Restrictive Covenants authorized herein, and to provide a recorded copy of the same to the Clerk of the Board; and (b) directs the Clerk of the Board to attach and permanently store a copy of the executed County Deed and

Declaration of Restrictive Covenants together with the resolution. This Board further directs the County Mayor or County Mayor's designee to provide the Property Appraiser's Office with a copy of the executed and recorded County Deed within 30 days of its execution.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Eileen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Interim Chairman	aye		
Raquel A. Regalado, Interim Vice Chairwoman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Anthony Rodríguez	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of December, 2022. 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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MJM

Michael J. Mastrucci



CFN 2023R0208858
OR BK 33642 Pgs 868-885 (18Pgs)
RECORDED 03/29/2023 10:54:00
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

Instrument prepared by and Return To:
Miami-Dade County Internal Services Department
Real Estate Development Division
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907

Folio No.: See Attachment "A"

COUNTY DEED

THIS DEED, made this 29th day of March, 2023, by Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Suite 17-202, Miami, Florida 33128, and The Palace Condominium Association, Inc. a Florida not-for-profit corporation (hereinafter "Grantee"), whose address is: 1541 Brickell Avenue, Miami, Florida 33129.

WITNESSETH:

That the said County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, his or her heirs and assigns forever, the following legally described properties being in Miami-Dade County, Florida, (hereinafter "Properties"):

Legal Description

SEE ATTACHMENT "A"

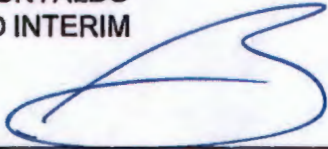
This grant conveys only the interest of the County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any statement of facts concerning the same. This grant is made subject to the restriction that the Properties shall be utilized solely as designated recreational space in common for all residents of the Palace and visitors, pursuant to a Declaration of Restrictive Covenants dated March 29th 2023, and recorded in Official Record Book 33642 Page 868-885 of the Public Records of Miami-Dade County.

IN WITNESS WHEREOF Miami-Dade County has caused this instrument to be executed
in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board,
on the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

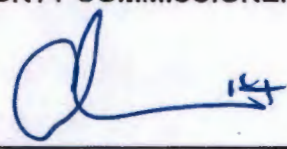
LUIS G. MONTALDO
CLERK AD INTERIM

By: 
Deputy Clerk

Gene Spencer - e102883



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

By: 
Its Chairman (or Vice Chairperson)

Approved for legal sufficiency: 

The foregoing was authorized by Resolution No.: R-1159-22 approved by the Board
of County Commissioners of Miami-Dade County, Florida, on the 6th day of December, 2022.

ATTACHMENT "A"

LEGAL DESCRIPTION

Folio	Legal Description
01-4139-038-2620	THE PALACE CONDO UNIT A-309 UNDIV .044% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2720	THE PALACE CONDO UNIT C-322 UNDIV .019% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2750	THE PALACE CONDO UNIT C-325 UNDIV .019% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2780	THE PALACE CONDO UNIT C-328 UNDIV .019% INT IN COMMON ELEMENTSOFF REC 11275-1461
01-4139-038-2800	THE PALACE CONDO UNIT C-330 UNDIV .018% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2850	THE PALACE CONDO UNIT C-335 UNDIV .019% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2860	THE PALACE CONDO UNIT C-336 UNDIV .019% INT IN COMMON ELEMENTSOFF REC 11275-1461
01-4139-038-2880	THE PALACE CONDO UNIT C-338 UNDIV .019% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2950	THE PALACE CONDO UNIT C-345 UNDIV .019% INT IN COMMON ELEMENTS OFF REC 11275-1461
01-4139-038-2970	THE PALACE CONDO UNIT C-347 UNDIV .019% INT IN COMMON ELEMENTSOFF REC 11275-1461
01-4139-038-3000	THE PALACE CONDO UNIT C-350 UNDIV .018% INT IN COMMON ELEMENTS OFF REC 11275-1461

(For Recorder's Use Only)

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Covenant") is made this 29th day of March, 2023 ("Effective Date"), by the Palace Condominium Association, Inc. ("the Palace") a not-for-profit corporation under the laws of the State of Florida, and Miami-Dade County (the "County"), a political subdivision of the State of Florida.

WHEREAS, the Palace and the County, together (collectively referred to hereinafter as the "Parties"), hereby make, declare and impose on the properties herein described, this Declaration of Restrictive Covenants (the "Declaration"), and the covenants running with the title to the land contained herein, which shall be binding on the Owners, all heirs, grantees, successors and assigns, personal representatives, mortgagees, and lessees of each of them, and against all persons claiming by, through or under them.

WHEREAS, pursuant to a Settlement Agreement between the Parties, attached hereto as Exhibit "A" and made a part hereof, the County has conveyed to the Palace eleven (11) units of improved real property located at 1541 Brickell Avenue, Miami, Florida 33129, hereinafter referred to as ("Cabana Units"), specifically Units A-309, C-322, C-325, C-328, C-330, C-335, C-336, C-338, C-345, C-347 and C-350, Miami, Florida 33129, with the following folio numbers:

01-4139-038-2620	01-4139-038-2860
01-4139-038-2720	01-4139-038-2880
01-4139-038-2750	01-4139-038-2950
01-4139-038-2780	01-4139-038-2970
01-4139-038-2800	01-4139-038-3000
01-4139-038-2850	

and as more particularly detailed in the property description attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Parties hereby agree that the aforementioned Cabana Units shall be utilized solely as "designated recreational space" for residents and visitors of the Palace Condominiums and for no other purpose; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals: the recitals and restrictions set forth in this Covenant are hereby adopted by reference thereto and incorporated herein as fully set forth in this section.
2. Covenant: The Parties agree that this instrument shall remain in effect for a period of thirty (30) years, and any and all conveyances or transfers of all or any portion of the Cabana Units by Owners shall be subject to the terms and conditions of this Covenant as if any such grantee, successor or assign were a party hereto or a signatory hereof.
3. Covenant Running with the Land: This Covenant, once approved for legal form and sufficiency by the County Attorney, and accepted and approved by the Miami-Dade Board of County Commissioners and recorded by the Clerk of Courts, shall run with the land and be binding upon the heirs, successors, personal representative and assigns, and upon all owners, future owners, mortgages, and lessees, and others presently or in the future having any interest in the eleven (11) Cabana Units, such that the Cabana Units shall be utilized solely as "designated recreational space." As used herein, "designated recreational space" shall mean interior surface area consisting of spaces specifically designated for recreational purposes, in, on, or under any part of a building, for common use by the occupants of such building, which shall be accessible to the PALACE residents and visitors.
4. Effective Date and Term of Covenant: The provisions of this instrument shall become effective upon approval by the Miami-Dade County Board of County Commissioners and recordation in the Public Records of Miami-Dade County, Florida, and shall continue in full force and effect for a period of thirty (30) years. In the event of multiple ownership after the approval and recording of the Covenant, each of the subsequent owners shall be bound by the terms, provisions, and conditions of this Covenant.
5. Enforcement: The County is the beneficiary of these covenants and restrictions and as such may enforce these covenants and restrictions by an action in law or in equity, including without limitation a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or

entities, violating or attempting to violate the terms of these covenants and restrictions.

6. Inspection: It is understood and agreed between the Parties that any inspector from Miami-Dade County shall have the right at any time during normal working hours to enter and investigate the use of the Property to determine if the conditions of this Declaration of Restrictive Covenants are being complied with.
7. Severability: If any covenant, restriction or provision contained in this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition or provision contained herein, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of the State of Florida and the venue shall be Miami-Dade County, Florida.

Notice and Contact: Any notice required or permitted under this Declaration shall be in writing and shall be deemed to have been given, delivered and received when either (i) delivered in person to the agents designated herein below for that purpose, (ii) on the first business day after delivery to an overnight courier (e.g. Federal Express, Airborne) as evidenced by the sender's copy, addressed as set forth herein below, or (iii) three (3) days after deposited in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the other party. The addresses of the parties are as follows:

TO MIAMI-DADE COUNTY:

Miami-Dade County
Director
Internal Services Department
111 N.W. First Street, Suite 2460
Miami, Florida 33128

TO THE PALACE
CONDOMINIUM ASSOCIATION, INC.:

The Palace Condominium Association
President
1451 Brickell Avenue
Miami, Florida 33129

IN WITNESS WHEREOF, the Parties have caused this Declaration of Restrictive Covenants to be executed by its duly authorized officers on the date and year below.

The Palace Condominium Association, Inc.
a Florida not for profit corporation

[Signature]
Witness Signature

Raima Aguilera
Witness Name Printed

By: [Signature]
[Signature]

Name: WILLIAM J. MARETT, JR
[Print Name / Title] PRES. Bd of Dir.

State of Florida
County of Miami-Dade

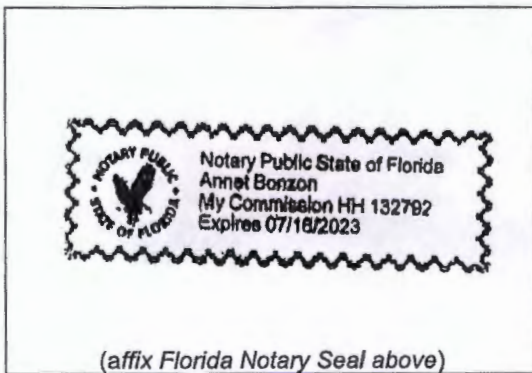
Sworn to (or affirmed) and subscribed before me by means of (how the individual appeared check one): (how the individual appeared check one):

☒ physical presence ☐ online notarization this 28th day of February, 2023
(date) (month) (year)

by WILLIAM J. MARETT, JR
(name of individual swearing or affirming)

as President for The Palace Condominium
(type of authority, e.g., Officer, Attorney-in Fact) (Name of party on behalf of whom executed)

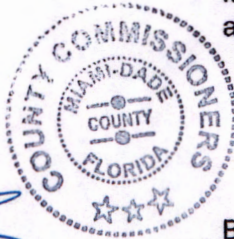
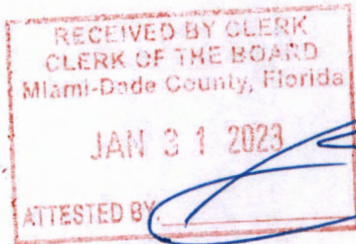
Individual identified by: ☒ personal knowledge ☐ satisfactory evidence _____
(type)

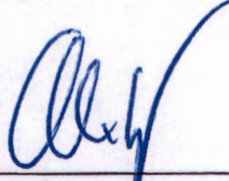


[Signature]
(Signature of Notary Public)

Annel Bonzon
(typed, printed, or stamped name of Notary Public)

MIAMI-DADE COUNTY,
a Political Subdivision



By: 
Daniella Levine Cava
Mayor, Miami-Dade County

Gene Spencer - e102883

Approved for legal sufficiency: Michael Mastromarco

The foregoing was authorized by Resolution No.: R-1159-22 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of December, 2021.

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into between THE PALACE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as (The "PALACE" or "ASSOCIATION"), a Florida not for profit corporation, and MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, hereinafter referred to as (the "COUNTY"), (collectively "the PARTIES"), with the terms and conditions as set forth below:

WHEREAS, the PALACE is a condominium association and a Florida not-for-profit corporation, operating pursuant to the provisions of chapter 718, Florida Statutes, and doing business in Miami-Dade County, Florida; and

WHEREAS, the COUNTY owns 11 cabana units located within the Palace, located at: 1541 Brickell Avenue, Units A-309, C-322, C-325, C-328, C-330, C-335, C-336, C-338, C-345, C-347 and C-350, Miami, Florida – Folios No.:

01-4139-038-2620	01-4139-038-2860
01-4139-038-2720	01-4139-038-2880
01-4139-038-2750	01-4139-038-2950
01-4139-038-2780	01-4139-038-2970
01-4139-038-2800	01-4139-038-3000
01-4139-038-2850	

as more particularly detailed in the property description attached hereto as Exhibit "A" and referred to hereinafter as the ("Cabana Units"); and

WHEREAS, the Property consist of eleven (11) Cabana Units, adjacent to the swimming pool area and north deck; and

WHEREAS, the COUNTY is a political subdivision of the State of Florida; and

WHEREAS, the COUNTY is the current owner of the Cabana Units by virtue of tax escheat as evidenced by Official Miami-Dade County Records; and

WHEREAS, monthly maintenance fees accrue each month, which are due and payable to the Palace; and

WHEREAS, the Palace alleges that the past due arrears owed by the COUNTY for the Properties are more than \$146,535.33 plus interest, attorney's fees, and costs; and

WHEREAS, potential legal action that could result in the sale of the Property will not necessarily cover the arrearages on the Properties, interest, attorney's fees, and costs; and

WHEREAS, the Parties, in an effort to avoid time consuming and costly litigation, hereby consent to the terms and conditions of this Agreement as delineated below; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement, together with such other and good consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

TERMS AND CONDITIONS

1. **Incorporation of Recitals:** The above recitals are true and correct and incorporated into and made a part of this Agreement, and the parties agree and acknowledge that this Agreement and the releases herein are contractual and not merely a recital.

2. **Mutual Obligations:**

- i. **COUNTY Obligations:** The COUNTY shall, within thirty (30) days of full execution of this Agreement, provide for the Palace execution, a declaration of restrictive covenants ("Covenant") in substantially the form attached hereto as Exhibit "B" and shall record in the official records of Miami-Dade County the executed Covenant and an executed County deed in substantially the form attached hereto as Exhibit "C" which shall convey the Cabana Units to the Palace.
- ii. **The Palace's Obligations:** Within thirty (30) days of full execution of this Agreement, the PALACE shall: dismiss any Action with prejudice, which shall waive the arrearages of monthly maintenance fees and accumulated interest, as well as attorney's fees and costs related to the Cabana Units. Furthermore, upon execution of this Agreement, and recording of the Deed and Covenant, the PALACE shall use the Properties solely as "Designated Recreational Space." As used herein and in the covenants, Designated Recreational Space shall mean interior surface area consisting of spaces specifically designated for recreational purposes, in, on, or under any part of a building, for common use by the occupants of such building, which shall be accessible to the PALACE residents and visitors.

3. **THE PALACE's Release of the County.** For the consideration and promises made herein, the PALACE, its successors, executors, agents, employees, assigns, and any and all

other persons, firms, corporations, or other entities who may claim by or through the PALACE, releases and forever discharges the COUNTY and its employees, officers, agents, successors and assigns, attorneys, or otherwise, from any and all claims, causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, that the PALACE has or claims to have in the past or present against the COUNTY related in any way to the Cabana Units.

4. **COUNTY's Release of the PALACE.** For the consideration and promises made herein, and subject to and except for the respective obligations and agreements of the Parties as set forth in this Agreement, the COUNTY, its successors, executors, agents, employees, assigns, subcontractors, sureties, suppliers, and any and all other persons, firms, corporations, or other entities who may claim by or through the COUNTY, releases and forever discharges the PALACE and its employees, officers, agents, successors and assigns, attorneys, or otherwise, from any and all claims, causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, related to the Cabana Units that the County has or claims to have in the past or present against the PALACE.

5. **Effective Date, and Conditions Precedent to Effectiveness of this Agreement.** The Parties agree and acknowledge that this Agreement shall be first executed by the PALACE and shall thereafter be conditioned upon approval by the Board of County Commissioners ("the Board"), and if approved by the Board, the Agreement shall thereafter be executed by the County Mayor or Mayor's designee within 30 days from the date the Agreement is approved by the Board, and thereafter the Agreement shall become effective ("Effective Date") upon the full execution of the Agreement by both Parties.

6. **Sovereign Rights.** It is expressly understood that notwithstanding any provisions of this Agreement and the COUNTY'S status as a party to this Agreement,

(a) The COUNTY retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under Florida law and shall in no way be estopped from or be liable for withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature, which laws or regulations are or might be applicable to the planning, design, construction, development, or operation of any project on the Property, including but not limited to the rights, obligations, or prohibitions provided in section 8CC-7(d) of the Code of Miami-Dade County which provides that, "Notwithstanding any provision of this Code, no County or municipal officer, agent, employee or Board shall approve, grant or issue any operating permit, license, building permit, certificate of use and occupancy, municipal occupational licenses, platting action, or zoning action to any named violator with (i) unpaid civil penalties; (ii) unpaid administrative costs of hearing; (iii) unpaid County investigative, enforcement, testing, or monitoring costs; or (iv) unpaid liens, any or all of which are owed to Miami-Dade County pursuant to the provisions of the Code of Miami-Dade County, Florida;"

(b) The COUNTY shall not by virtue of this Agreement be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development, or operation of any project on the Subject Property; and

(c) Notwithstanding and prevailing over any contrary provision in this Agreement, any COUNTY covenant or obligation that may be contained in this Agreement shall not bind the Board, the COUNTY's Department of Regulatory and Economic Resources or its successor department, or any other COUNTY, Federal, or State department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the COUNTY or other applicable governmental agencies in the exercise of its police power.

7. Attorneys' Fees, Costs, and Expenses. The Parties shall be responsible for their own attorneys' fees, costs, and expenses incurred in connection with the settlement or defenses of their claims against each other in this Action.

8. Governing Law and Enforcement. This Agreement shall be construed, interpreted, enforced, and applied in accordance with Florida law without regard to its conflict of laws' provisions. The Parties agree that any action to enforce this Agreement shall be brought in state court in Miami-Dade County, Florida.

9. Construction. The Parties represent and agree that they have participated equally in the negotiation of the terms and provisions set forth in this Agreement and that no presumptions or inference shall apply against any party hereto to its construction. The Parties declare that they have completely read the terms of this Agreement, that they have discussed the terms of the Agreement with legal counsel of their choice, and that they fully understand and voluntarily accept the terms for the purpose of making a full and final compromise, adjustment and settlement of claims.

10. **Acknowledgment.** Everyone who signs this Agreement represents by signing it that each has fully reviewed the contents of this documentation, each understands the contents of the documentation, has had advice of counsel regarding the contents and legal effect of this documentation, is not relying on the representations of any other Party or the attorneys for the other Party in entering into this Agreement, executes this Agreement of his/her own free will and accord, and that each agrees to be fully bound by the terms and conditions of this Agreement, and that anyone signing this Agreement in a representative capacity has full authority to execute this Agreement in such representative capacity and to bind legally the Party for whom he or she signs.

11. **Advice of Counsel.** The Parties represent, by signing this Agreement, they have relied upon the advice of their respective attorneys, who are attorneys of their own choice, and that they have carefully read and understood the terms of this Agreement, and that those terms are fully understood and voluntarily accepted by them. Each Party has made such investigation of the facts pertaining to this Agreement and of all other matters as they deem necessary, and each Party agrees to be fully bound by the terms and conditions of this Agreement.

12. **Binding Effect.** This Agreement shall be binding upon the Parties hereto, their heirs, successors and/or assigns.

13. **Amendment.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid, unless the same is in writing and signed by each of the Parties.

14. **Waiver.** The Parties agree that the waiver of any breach of this Agreement by any party shall not constitute a waiver of any other breach of this Agreement.

15. **Headings.** The headings used in this Agreement are solely for the convenience of the Parties and not to be used in the interpretation or construction of the Agreement.

16. **Survival.** The representations, covenants, and agreements of the Parties hereto made in this Agreement shall remain operative and survive the execution and delivery hereof.

17. **Severability.** The Parties have attempted to create an Agreement that is lawful and enforceable in all respects. The validity of this Agreement shall not be affected by any subsequent changes in federal, state, or county law, whether through legislation or judicial interpretation, which create, eliminate, or change the rights and obligations of the parties. However, if any provision of this Agreement is held to be invalid, void or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired or invalidated.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute a single instrument. Signatures to this Agreement provided electronically shall be deemed original signatures.

19. **Further Cooperation.** Each of the Parties hereto shall execute such further documents reasonable and necessary in order to carry out the purpose and intent of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN ACCEPTANCE WHEREOF, THE PALACE CONDOMINIUM ASSOCIATION, INC., and MIAMI-DADE COUNTY have set their respective hands as of the date and year appearing by their respective signatures:

THE PALACE CONDOMINIUM ASSOCIATION, INC.

By: Marta F. Arnold

Print: Marta F. Arnold

Title: President

Dated: August 23, 2021

By: [Signature]

Gene Spencer - e102883

MIAMI-DADE COUNTY, Florida

By: [Signature]
Daniella Levine Cava
County Mayor or Designee

Print: Alex Muñoz for

Dated: January 31, 2023

Approve by the County Attorney as to form and Legal Sufficiency

By: Michael Mastreano

Date: January 9, 2023





County Owned Properties Regulated by The Palace Homeowner's Association

Folio	Address	City	Department User	Lot Size	Adjust SF	Zoning	Legal Desc	Util Status	Property Type	Total Value
District 7	Raquel A. Regalado			230						
<u>0141390382620</u>	1541 BRICKELL AVE A309	Miami	INTERNAL SERVICES	0	154	T6-36b-L	THE PALACE CONDO UNIT A-309 UNDIV .044% Not in use INT IN COMMON ELEMENTSOFF REC 11275- 1461 OR 25921-3337 0907 3		Club House Cabana	\$28,320.00
<u>0141390382720</u>	1541 BRICKELL AVE C322	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-322 UNDIV .019% Not in use INT IN COMMON ELEMENTSOR 25577-188 0407 3		Club House Cabana	\$14,734.00
<u>0141390382750</u>	1541 Brickell Avenue C325	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-325 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275- 1461 CASE 04-A00925 0505 3		Club House Cabana	\$13,395.00
<u>0141390382780</u>	1541 BRICKELL AVE C328	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-328 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275- 1461 OR 25577-191 0407 3		Club House Cabana	\$14,734.00
<u>0141390382800</u>	1541 BRICKELL AVE C330	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-330 UNDIV .018% Not in use INT IN COMMON ELEMENTSOFF REC 11275- 1461 COC 26306-1845 04 2008 3		Club House Cabana	\$14,734.00
<u>0141390382850</u>	1541 Brickell Avenue, #C335	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-335 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275- 1461 OR 25577-191 0407 3		Club House Cabana	\$13,395.00
<u>0141390382860</u>	THE PALACE CONDO 1541 BRICKELL AVE C336 Miami, FL 33129-1213	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-336 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275- 1461 OR 14210-567 08895		Club House Cabana	\$13,395.00
<u>0141390382890</u>	THE PALACE CONDO 1541 BRICKELL AVE C338 Miami, FL 33129-1213	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-338 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275- 1461 OR 14210-573 0889 5		Club House Cabana	\$13,395.00
<u>0141390382950</u>	1541 BRICKELL AVE C345	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-345 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275- 1461 OR 197-2339 0401 4		Club House Cabana	\$13,395.00
<u>0141390382970</u>	1541 BRICKELL AVE C347	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-347 UNDIV .019% Not in use INT IN COMMON ELEMENTSOFF REC 11275- 1461 OR 14210-468 0889 5		Club House Cabana	\$13,395.00
<u>0141390383000</u>	1541 BRICKELL AVE C350	Miami	INTERNAL SERVICES	0	65	T6-36b-L	THE PALACE CONDO UNIT C-350 UNDIV .018% Not in use INT IN COMMON ELEMENTSOFF REC 11275- 1461 CASE #99-929 0600		Club House Cabana	\$14,734.00
Grand Total				11						