

MEMORANDUM

Agenda Item No. 8(F)(1)

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

DATE: October 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a release agreement and authorizing the conveyance of a Temporary Easement between 8701 Collins Ave Condominium Association, Inc. with an address of 8701 Collins Ave. Surfside, Florida, 33154 as grantor/releasor and Miami-Dade County as grantee/releasee, granting access to a property owned by 8701 Collins Ave. Condominium Association, Inc., to effectuate repairs of damage resulting from emergency use during the surfside disaster, in the estimated amount of \$747,822.78, retroactive from June 24, 2021 until completion of the repairs contemplated herein, at which time Miami-Dade County shall provide written notice to grantor that all repairs have been finalized and acknowledging that the easement has terminated; authorizing the County Mayor to execute the temporary easement; authorizing the County Mayor to exercise all rights contained therein and to perform all acts necessary to effectuate same; and directing the County Mayor to prepare a disaster reimbursement claim to the Federal Emergency Management Agency (FEMA)

Resolution No. R-929-24

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


Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001

Memorandum



Date: October 16, 2024

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

From: Daniella Levine Cava 
Mayor

Subject: Approval of Release Agreement and Temporary Easement Agreement Between 8701 Collins Avenue Condominium Association, Inc., and Miami-Dade County Granting Use of 8701 Collins Avenue for Emergency Access and Staging to Undertake Work Associated with the Search, Rescue, Shoring of Unstable Structures, and Other Work Associated with the Structural Collapse of the Champlain Towers South in Surfside, Florida.

Executive Summary

This item seeks approval of a release agreement and temporary easement agreement between Miami-Dade County (County) and 8701 Collins Avenue Condominium Association, Inc. (Association). The main purpose of this resolution is to allow the County to effectuate repairs on private property that was damaged as a result of the emergency staging use during the Surfside disaster and is estimated to have repair cost of \$747,822.78. Upon approval of this resolution, the County will be directed to seek recovery of procured repair costs from the Federal Emergency Management Agency (FEMA); resolving all outstanding liability issues between the County and the Association.

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the acceptance of the release and temporary easement agreement between the Association and the County that granted access to the property at 8701 Collins Avenue owned by the Association for the purposes of staging, debris removal, and access to the adjacent collapsed site.

Scope

The property is located in Commission District 4, which is represented by Commissioner Micky Steinberg. Written notice of the release agreement and temporary easement was provided to the District Commissioner's Office.

Fiscal Impact

This resolution will direct the County to hire a contractor to undertake repairs estimated at \$747,822.78 to be paid by general fund but submitted to FEMA as part of the disaster reimbursement claim. FEMA and the Florida Division of Emergency Management may reimburse up to 95% of eligible project costs and the County will be responsible for 5% as a match. The project site will need repair and replacement of damaged pavers, electronic equipment, condominium furnishings and security equipment.

Track Record/Monitor

Baunie McConnell of the Internal Services Department (ISD), along with the Office of Management and Budget, will monitor the activities performed under this agreement.

Delegation of Authority

This resolution authorizes the County Mayor or County Mayor's designee to execute the temporary easement, exercise all the rights contained in the easement and perform all acts to effectuate the easement.

Background

On June 24th, 2021, at approximately 1:22 AM the 12-story beachfront condominium Champlain Towers South located at 8777 Collins Ave. Surfside FL, partially collapsed, causing severe and total structural damage with significant loss of life. After the buildings collapse, emergency responders that included local, state, federal and international crews, set up temporary command centers at the common areas of the 8701 Collins Ave. Condominium building which was located next door to the remains of Champlain Towers South.

The constant usage of the Association's common area lasted for several months as the responders searched, investigated, and cleared the site of the Champlain Towers South collapse. The County's emergency management departments were present daily. The Miami-Dade County Fire Rescue was among the responders that utilized the common areas as a command center. This usage caused significant damage. The County will pay for the damages with its funds and prepare a reimbursement claim to FEMA. FEMA is currently reviewing a request to add this project to the damaged inventory for the Surfside tragedy.



Carladenise Edwards
Chief Administrative Officer

Memorandum



Date: September 25, 2024

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

From: Raymond Hall, Director
Internal Services Department 

Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be placed on the Board of County Commissioner's October Committee Agenda Cycle.

RESOLUTION APPROVING A RELEASE AGREEMENT AND AUTHORIZING THE CONVEYANCE OF A TEMPORARY EASEMENT BETWEEN 8701 COLLINS AVE CONDOMINIUM ASSOCIATION, INC. WITH AN ADDRESS OF 8701 COLLINS AVE. SURFSIDE, FLORIDA, 33154 AS GRANTOR/RELEASOR AND MIAMI-DADE COUNTY AS GRANTEE/RELEASEE, GRANTING ACCESS TO A PROPERTY OWNED BY 8701 COLLINS AVE. CONDOMINIUM ASSOCIATION, INC., TO EFFECTUATE REPAIRS OF DAMAGE RESULTING FROM EMERGENCY USE DURING THE SURFSIDE DISASTER, IN THE ESTIMATED AMOUNT OF \$747,822.78, RETROACTIVE FROM JUNE 24, 2021 UNTIL COMPLETION OF THE REPAIRS CONTEMPLATED HEREIN, AT WHICH TIME MIAMI-DADE COUNTY SHALL PROVIDE WRITTEN NOTICE TO GRANTOR THAT ALL REPAIRS HAVE BEEN FINALIZED AND ACKNOWLEDGING THAT THE EASEMENT HAS TERMINATED; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE TEMPORARY EASEMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED THEREIN AND TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE SAME; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PREPARE A DISASTER REIMBURSEMENT CLAIM TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is critical that this item be heard at the upcoming Board of County Commissioner's October Committee Agenda Cycle in order to meet FEMA's required timeline so that the County may receive disaster relief reimbursement.

Honorable Chairman Oliver G. Gilbert, III
and Board of County Commissioners
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Therefore, please process the item notwithstanding that the 3-day rule may apply. I am aware that this item is subject to approval for placement on the agenda by the BCC Chairman, and review by the County Attorney's Office.



**Approved by Mayor or Mayor's Designee
Signature**

Carladenise Edwards
Print Name



**Approved by Policy Senior Advisor
or Designee Signature**

Nicole Tallman
Print Name

cc: Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez, First Assistant County Attorney
Jess M. McCarty, Executive Assistant County
CAOagenda@miamidade.gov



MEMORANDUM

(Revised)

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

DATE: October 16, 2024

FROM: 
Glen 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 ____, majority plus one ____, 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) ____, 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)

10-16-24

RESOLUTION NO. _____ R-929-24

RESOLUTION APPROVING A RELEASE AGREEMENT AND AUTHORIZING THE CONVEYANCE OF A TEMPORARY EASEMENT BETWEEN 8701 COLLINS AVE CONDOMINIUM ASSOCIATION, INC. WITH AN ADDRESS OF 8701 COLLINS AVE. SURFSIDE, FLORIDA, 33154 AS GRANTOR/RELEASOR AND MIAMI-DADE COUNTY AS GRANTEE/RELEASEE, GRANTING ACCESS TO A PROPERTY OWNED BY 8701 COLLINS AVE. CONDOMINIUM ASSOCIATION, INC., TO EFFECTUATE REPAIRS OF DAMAGE RESULTING FROM EMERGENCY USE DURING THE SURFSIDE DISASTER, IN THE ESTIMATED AMOUNT OF \$747,822.78, RETROACTIVE FROM JUNE 24, 2021 UNTIL COMPLETION OF THE REPAIRS CONTEMPLATED HEREIN, AT WHICH TIME MIAMI-DADE COUNTY SHALL PROVIDE WRITTEN NOTICE TO GRANTOR THAT ALL REPAIRS HAVE BEEN FINALIZED AND ACKNOWLEDGING THAT THE EASEMENT HAS TERMINATED; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE TEMPORARY EASEMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED THEREIN AND TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE SAME; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PREPARE A DISASTER REIMBURSEMENT CLAIM TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

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. This Board incorporates the foregoing recitals as if fully set forth herein, and authorizes the conveyance of a Temporary Easement between 8701 Collins Avenue Condominium Association Inc., as grantor, and Miami-Dade County, as grantee, in substantially

the form attached hereto and made a part hereof as Attachment 1, granting access to a property owned by 8701 Collins Avenue Association, Inc. to effectuate repairs of damage resulting from emergency use during the Surfside Disaster in the estimated amount of \$747,822.78, retroactive from June 24th 2021 until completion of the repairs contemplated herein, at which time Miami-Dade county shall provide written notice to the grantor that all repairs have been finalized and acknowledging that the easement has terminated.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the Temporary Easement, attached as Attachment 1.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions contained in the Temporary Easement and to perform all acts necessary to effectuate same.

Section 4. Pursuant to Resolution No. R-974-09, the Board (a) directs the Mayor or the Mayor's designee to record the Temporary Easement in the Public Records of Miami-Dade County, Florida, and to provide a recorded copy of the Temporary Easement to the Clerk of the Board within 30 days of execution of said Temporary Easement; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of said Temporary Easement together with this resolution.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to prepare a disaster reimbursement claim to the Federal Emergency Management Agency (FEMA).

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of October, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

ATTACHMENT 1

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement ("Agreement") is made and entered into by and between 8701 Collins Avenue Condominium Association, Inc. ("Grantor"), with an address of 8701 Collins Avenue, Surfside, Florida 33154, and Miami-Dade County, Florida, a political subdivision of the State of Florida ("County" or "Grantee"), with an address of 111 NW 1st Street, Miami, Florida 33128. The Grantor and Grantee may be referred to collectively as the "Parties."

RECITALS

- A. WHEREAS, Grantor is the statutorily established entity that governs and controls the common elements at 8701 Collins Avenue Condominium, Surfside, Florida 33154 ("Subject Property"); and;
- B. WHEREAS, the County required the use of the Subject Property for emergency access and staging to undertake work associated with the search, rescue, shoring of unstable structures, and other work associated with the structural collapse of the Champlain Towers South, a 12-story beachfront residential condominium in Surfside, Florida (the "Work"); and
- C. WHEREAS, heavy equipment could only access the Work via the Subject Property, as buildings to the north of the work lacked the appropriate clearances and equipment could not traverse the beach to the east of the work; and
- D. WHEREAS, Grantor agreed to grant to the County a nonexclusive easement over the Subject Property for the County to use the Subject Property for access and staging the Work, upon the terms and conditions set forth herein; and
- E. WHEREAS, the use of the Subject Property for the Work was necessary to serve the public interest and welfare; and
- F. WHEREAS, portions of the Subject Property were damaged during the Work and the County shall be legally responsible for any and all repairs, subject to the limitations indicated in this Agreement,

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are binding on the Parties and are made a part of this Agreement as if fully set forth herein.
2. **Grant of Easement.** Grantor hereby retroactively grants to the County, its successors, and assigns, for the use and benefit of the County, its successors and assigns, and its agents, employees, contractors, representatives, and licensees, a non-exclusive temporary easement over, across, through and under the Subject Property, subject to the terms, conditions, reservations, and restrictions set forth herein, for the purpose of access and

staging for the Work, as well as all other tasks, undertakings, actions, or work necessary or incidental to the Work, including but not limited to: (a) parking, loading, and unloading of debris or materials from or to fire rescue vehicles or other vehicles and trucks to, from and upon the Subject Property; (b) storage, staging, loading and unloading of equipment to and from the Subject Property; and (c) any other activities incidental to the Work or the use or repair of the Subject Property for the Work (the "Easement").

3. **Term of Easement.** The term of the foregoing Easement shall be deemed to have commenced on June 24, 2021 and shall conclude upon completion of the repairs contemplated herein, at which time the County shall provide written notice to Grantor that all repairs have been finalized and acknowledging that the Easement has terminated.
4. **Repairs.** By virtue of the Easement established by this Agreement, Miami-Dade County shall be legally responsible to perform repairs to the common elements of the Subject Property for any damage to the Subject Property that is/was caused by and arising from the Work, subject to the limitations set forth in this paragraph. During the term of this Easement Agreement, or within a reasonable time from the expiration of the term as determined in the County's sole discretion, the County shall perform any and all needed repair of the Subject Property arising from the County's use thereof, or necessary portions thereof, so that same is returned to Grantor in substantially the same condition as existed at the commencement of this Agreement, subject to normal wear and tear. In undertaking such repairs, the County shall have the right to select the contractor(s) of its choice in connection with all aspects of installation, repair, restoration, or replacement of the Subject Property with the caveat that all such contractors shall be FEMA certified, be licensed and insured, add the Grantor as an additional insured on their insurance policies, and agree to indemnify Grantor for all claims, actions or other liabilities arising out of their respective repairs work and/or use of the subject Property. The County shall restore the Subject Property, including, but not limited to, exterior landscaping, namely the beach walk, and the northeast planter, exterior light fixtures, pavers on the north, south, and east sides, the northeast side storm drain, access control devices, namely the pool deck beach access gates, flooring, rugs, and upholstery cleaning, fabric canopy replacement, beach mat runner, bollard replacement to substantially the condition in which these areas existed immediately prior to the commencement of this Agreement at no cost to Grantor for any damage caused by the County, its agents, invitees, contractors, or employees. Notwithstanding the foregoing, Grantor agrees that in no event will the County be obligated to pay more than \$750,000 for the repairs described in this Agreement. A comprehensive list of all repairs to be performed shall be agreed upon by and between the County and Grantor before repair work begins. This paragraph survives the expiration of this Agreement, and the County shall have full access to the Subject Property to make all necessary repairs. Upon completion of any necessary repairs, the County shall provide written notice to Grantor, at which time the term of the easement shall cease. The County shall not be responsible for any damage caused by the negligence of the Grantor or any of the Grantor's employees, agents, or of any residents or owners of any unit in the Eight Seven Park Condominium. The County shall inform the Association of the details of any repairs but the Association shall have no right to approve or disapprove of the County's means and methods of repairs or of the quality or character of any replacement materials.

5. **County's Right of Entry.** The County or any of its agents, contractors, and other permittees shall have the right to enter and use the Subject Property for purposes of making the repairs contemplated herein, and shall make good faith and reasonable efforts to provide prior notice to Grantor of scheduled work and changes to any proposed or agreed upon schedules. This right of entry shall exist solely for the purpose of performing the repairs set forth in this Agreement.
6. **Choice of Law and Venue.** This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida. The Parties forever stipulate that the exclusive venue for litigation arising out of or relating to the subject matter of this Agreement shall be within Miami-Dade County, Florida.
7. **Miscellaneous.** This Agreement may only be amended or modified by written instrument lawfully executed by the Parties. No provision of this Agreement will be interpreted in favor of, or against, any of the Parties hereto by reason of the extent to which any such party or its counsel participated in the drafting hereof, or by reason of the extent to which any such provision is inconsistent with any prior draft hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single version of this Agreement. If any clause or provision of this Agreement is deemed illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Easement shall not be affected thereby and shall be legal, valid, and enforceable. This Agreement constitutes the entire agreement between the Parties hereto with respect to the specific subject matter hereof and supersedes all prior negotiations, agreements, understandings and arrangements, both oral and written, between the Parties with respect to such specific subject matter.
8. **Release.** By entering into this Agreement, the Grantor expressly waives any and all claims against the County, or any of its employees or agents, predicated upon the same subject matter of this Agreement, including but not limited to the County's use of the Subject Property, or repairs thereto, and any claims under Florida Statute §768.28 or under any other potential legal theories of liability against the County arising from or related to the Work.
9. **Indemnification.** Miami-Dade County shall indemnify and hold harmless Grantor and the Federal Emergency Management Agency (FEMA) from any and all liability, losses, or damages, including attorney's fees and costs of defense, which Grantor and/or FEMA may incur as a result of any claims or civil matters demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the Repairs delineated in this Agreement by Miami-Dade County or its employees, agents, contractors or subcontractors. Miami-Dade County shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Grantor and/or FEMA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon.

10. Notices. All notices, demands, requests or other communications required or permitted to be given hereunder must be given in writing and may be delivered by (i) hand delivery, with a receipt issued by the party making such deliver; (ii) certified mail, return receipt requested, or (iii) a nationally recognized overnight delivery service which provides delivery confirmation. Notice will be deemed to have been given upon actual receipt or refusal to receive same by one of the foregoing methods. Notices shall be sent as follows:

To the County:

County Mayor or Designee for Miami-Dade County

To the Grantor:

Benjamin Bram as President and Jenny Little as General Manager for Grantor/ 8701 Collins Avenue Association, Inc.

11. Nothing in this Agreement shall constitute a waiver of Florida Statute § 768.28 or shall be construed as impacting or modifying the protections set forth therein. Under this Agreement the County retains all of its sovereign prerogatives and rights as a county under State and local law with respect to the planning, design, construction, development and operation of the Subject Property. It is expressly understood that notwithstanding any provisions of this Agreement and the County's status thereunder:

- (a) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State and local law and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and regulations whatever nature applicable to the planning, design, construction and development of the Property or for the operation thereof, or be liable for the same, including any approvals needed under zoning hearings; and
- (b) The County shall not, by virtue of this Agreement, be obligated to grant any approvals of applications for building, zoning, planning, development or otherwise under present or future applicable laws of whatever nature applicable to the planning, design, construction, development and/or operation of the Subject Property; and
- (c) Notwithstanding and prevailing over any contrary provision in this Agreement, nothing shall bind the Board of County Commissioners, the County's Regulatory and Economic Resources Department, DERM, or any other County, city, 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 their police power(s).

12. The Grantor hereby warrants that it has full authority to grant and convey to the County all of the rights to the Subject Property that are granted to the County hereunder in this Agreement.
13. The Grantor affirms and attests that it possesses all legal interests in the Subject Property, that it is the proper party with standing to enter into this Agreement on behalf of the Grantor, and to bind the Grantor, to the terms of this Agreement. The Grantor warrants and represents that it is authorized to enter into this Agreement and empowered to bind the Grantor to the terms of this Agreement. The Grantor warrants and represents that it solely holds all legal rights to the Subject Property.
14. The County shall not be deemed in breach of any term, provision, or obligation contained herein if the failure to perform such obligation was prevented or impaired by any act of God, war, insurrection, natural disaster, fire, flood, hurricane, tornado, earthquake, or other natural phenomenon or severe weather, strikes or lockouts, or by shortages of labor, materials, or equipment, or other obstacles due to factors or circumstances beyond the reasonable control of the County.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the duly authorized representatives of the County and Grantee have executed this Agreement on the dates set forth below:

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

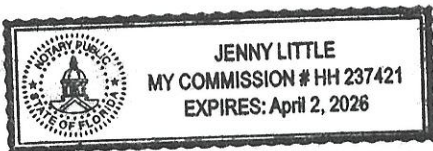
Jenny Little
Name: Jenny Little
Harvey Johnson
Name: Harvey Johnson

By: [Signature]

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization on December 12, 2023 by Ben Bram. (S)he is personally known to me or has produced _____ as identification.

[SEAL]



Jenny Little
Notary Public, State of Florida

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

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

BY: _____
Deputy Clerk

BY: _____
County Mayor

Approved by County Attorney as to form and
legal sufficiency. _____

Date: _____

The foregoing was authorized and approved by Resolution No. _____ of the
Board of County Commissioners of Miami-Dade County, Florida on the ____ day of _____,
2023.

