

City of Sunny Isles Beach

18070 Collins Avenue Sunny Isles Beach, Florida 33160

(305) 947-0606 City Hall (305) 949-3113 Fax

MEMORANDUM

TO: The Honorable Mayor and City Commission

FROM: Hans Ottinot, City Attorney

DATE: 7/17/2014

RE: Resolution approving the settlement agreement and release in the

case styled "Temple B'Nai Zion, Inc. v. City of Sunny Isles Beach,

et al. Case No. 10-24549-CIV-KMW".

RECOMMENDATION:

It is recommended that the City Commission approve the settlement agreement and release in the lawsuit styled "Temple B'Nai Zion, Inc. v. City of Sunny Isles Beach, et al. case no. 10-24549-CIV-KMW". It is further recommended that the City Commission accept the related restrictive covenant for the Temple's property located at 200 178th Street.

REASONS:

Temple B'Nai Zion, Inc. ("Temple") and the City of Sunny Isles Beach ("City") are parties to that lawsuit styled "Temple B'Nai Zion, Inc. v. City of Sunny Isles Beach, et al. Case No. 10-24549-CIV-KMW", pending in the United States District Court for the Southern District of Florida. The lawsuit arises out of the Temple's appeal of the historic site designation of the Temple's property located at 200 178th Street, Sunny Isles Beach, FL 33160.

The City and the Temple have reached an agreement whereby for consideration and promises contained in the Settlement Agreement and Release ("Agreement") the parties unconditionally release and discharge each other from any and all claims, demands, liability, and cause of action of any kind or nature. The relevant terms and conditions of the Agreement are as follows:

 the City shall pay the total sum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) to the Temple within thirty (30) days of execution of

the Agreement

- the City shall also deposit Transfer of Development Rights ("TDRs") in the amount of Fifteen Thousand (15,000) square feet of floor area and five (5) dwelling units ("Settlement TDRs") in a TDR sub-bank account specifically designated for the Temple no later than July 31, 2014
- In the event that the Temple requests that the City sell the Settlement TDRs on its behalf, and if the Settlement TDRs are sold by the City for more than One Hundred Dollars (\$100.00) per square foot, the Temple agrees to split with the City on a fifty-fifty basis the sale proceeds that are more than One Hundred Dollars (\$100.00) per square foot
- Upon deposit of the Settlement TDRs into a TDR sub-bank account designated and owned by the Temple, the remaining unused developments rights on the property shall be Forty Thousand (40,000) square feet of floor area and twenty (20) dwelling units, collectively referred as the "Remaining Development Rights"
- In return for the monetary payment of \$175,000.00 and the Settlement TDRs, the Temple agrees to execute and record an irrevocable covenant running with the land in the public records of Miami Dade County for the property located at 200 178th Street, Sunny Isles Beach, FL 33160, to restrict the use of the property to religious use or as a religious institution in perpetuity
- The irrevocable covenant shall further require the property to be preserved as a historic site in accordance with Resolution No. 2010-1597 of the City Commission of the City of Sunny Isles Beach, adopted on September 2, 2010
- Upon the execution of the settlement agreement and release and satisfaction of the terms and conditions set forth therein as well as the restrictive covenant, the parties shall execute and file a joint notice of dismissal with prejudice of the lawsuit styled "Temple B'Nai Zion, Inc. v. City of Sunny Isles Beach, et al. case no. 10-24549-CIV-KMW" with each party to bear their own costs and attorney's fees

ATTACHMENTS:

- Reso
- Settlement Agreement and Release

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE STYLED "TEMPLE B'NAI ZION, INC. V. CITY OF SUNNY ISLES BEACH, ET AL. CASE NO. 10-24549-CIV-KMW" IN SUBSTANTIALLY THE SAME FORM ATTACHED HERETO AS EXHIBIT "A"; FURTHER APPROVING A RESTRICTIVE COVENANT FOR THE PROPERTY LOCATED AT 200 178TH STREET, SUNNY ISLES BEACH, FL, 33160, DESIGNATED BY THE CITY'S HISTORIC PRESERVATION BOARD AS A HISTORIC SITE, IN SUBSTANTIALLY THE SAME FORM ATTACHED HERETO AS EXHIBIT "B"; PROVIDING THE CITY MANAGER AND THE CITY ATTORNEY WITH THE AUTHORITY TO DO ALL THINGS NECESSARY EFFECTUATE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Temple B'Nai Zion, Inc. ("Temple") and the City of Sunny Isles Beach ("City") are parties to that lawsuit styled "Temple B'Nai Zion, Inc. v. City of Sunny Isles Beach, et al. Case No. 10-24549-CIV-KMW", pending in the United States District Court for the Southern District of Florida; and

WHEREAS, the Temple appealed the City's Historic Preservation Board's designation of the Temple's property located at 200 178th Street, Sunny Isles Beach, FL 33160, as a historic site; and

WHEREAS, the City and the Temple have reached an agreement whereby for consideration and promises contained in the Settlement Agreement and Release ("Agreement") the parties unconditionally release and discharge each other from any and all claims, demands, liability, and cause of action of any kind or nature; and

WHEREAS, the City Commission wishes to approve the terms and conditions outlined in the Agreement and Release in substantially the same form attached hereto as Exhibit "A"; and

WHEREAS, the City further wishes to approve the terms and conditions for the restrictive covenant for the Temple's property located at 200 178th Street, Sunny Isles Beach, FL, 33160, in substantially the same form attached hereto as Exhibit "B".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, AS FOLLOWS:

<u>Section 1</u>. <u>Approving the Settlement Agreement and Release</u>. The Settlement Agreement and Release in the lawsuit styled "Temple B'Nai Zion, Inc. v. City of Sunny Isles Beach, et al. Case No. 10-24549-CIV-KMW", is hereby approved in substantially the same form attached hereto as Exhibit "A".

	Approving the 1 178 th Street, Surached hereto as E	ny Isles Bead	ovenant. The ch, FL 33160,	Restrictive Co is hereby appr	ovenant for the property oved in substantially the
Section 3. City Attorney	Authorization of are hereby autho	f the City Ma rized to do al	nager and City I things necessa	Attorney. Thary to effectual	ne City Manager and the te same.
Section 4.	Effective Date.	This Resolut	ion shall becon	ne effective up	on adoption.
PASSI	ED AND ADOP	FED this	day of July	2014.	
				Norman S. Ed	delcup, Mayor
ATTEST:					
Jane A. Hines	, City Clerk, MM	CC			
	AS TO FORM	Y:			
Mans Ottinot,	City Attorney				
			Moved by:		
			Seconded by:		
Vote:					
Mayor Edelcu Vice Mayor A Commissioner Commissioner Commissioner	elion r Gatto r Levin			Yes) Yes) Yes) Yes) Yes)	(No) (No) (No) (No)

EXHIBIT "A"

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT ("Agreement"), is made this ____ day of June, 2014, by and between Temple B'Nai Zion, Inc. (the "Temple"), a Florida not-for-profit corporation, and the City of Sunny Isles Beach, Florida, a Florida municipal corporation (the "City").

RECITALS

- A. The Temple and the City are parties to that lawsuit styled Temple B'Nai Zion, Inc. v. City of Sunny Isles Beach, Florida, et al., Case No. 10-24549-CIV-KMW, pending in the United States District Court for the Southern District of Florida (the "Lawsuit").
- B. The Temple and the City desire to amicably resolve the disputes between them, including, but not limited to, the subject matter of the Lawsuit, with each party to bear their own attorneys' fees and costs.

AGREEMENT

- **NOW**, **THEREFORE**, for and in consideration of the following covenants, representations, agreements, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:
- 1. <u>Recitals</u>. The foregoing recitals are true and correct and incorporated herein by reference as if set forth at length.
- 2. <u>No admission of liability or wrongdoing</u>. It is expressly understood and agreed that this Agreement is in settlement of disputed claims in the Lawsuit, and that no party hereto admits or concedes liability, damages, or any wrongdoing whatsoever.
- 3. <u>Monetary Consideration and Development Rights</u>: The Temple and the City agree that in full satisfaction of all the claims, allegations, causes of action, or defenses that were made or that could have been made by each of them against the other in the Lawsuit, from the beginning of time to the date hereof:
- a. The City shall (i) pay the total sum of One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00) to the Temple, payable to the trust account of the Temple's counsel of record, Keith D. Silverstein, P.A., within thirty (30) days of execution of this Agreement and (ii) deposit Transfer of Development Rights ("TDRs") in the amount of Fifteen Thousand (15,000) square feet of floor area and Five (5) dwelling units (hereinafter referred to as "Settlement TDRs") in a TDR sub-bank account specifically designated for the Temple no later than July 31, 2014. The Settlement TDRs shall be unrestricted and can be transferred to sites that are designated as receiving sites under the City's zoning code. The potential receiving sites include, but are not limited to, the beachfront properties located east of Collins Avenue in the City. In the event that the Temple requests that the City sell the

Settlement TDRs on its behalf, and if the Settlement TDRs are sold by the City for more than One Hundred (\$100.00) Dollars a square foot, the Temple agrees to split with the City on a fifty-fifty basis the sale proceeds that are more than One Hundred (\$100.00) Dollars per square foot. The City assumes no obligation and makes no warranty with respect to the saleability of or market for Settlement TDRs. The Settlement TDRs shall be deposited in a TDR sub-bank account for the Temple pursuant to the process set forth in Paragraph 4 below. The sale of the Settlement TDRs by the Temple requires approval of the City Commission, which shall approve such sale in the same manner as the City has approved other private sales of TDRs or in the same manner as if the City were to sell the Settlement TDRs from its own account, in the event the City is requested by the Temple to sell the Settlement TDRs.

- b. Upon deposit of the Settlement TDRs into a TDR sub-bank account designated and owned by the Temple, the remaining unused development rights on the Property shall be Forty Thousand (40,000) square feet of floor area and Twenty (20) dwelling units ("Remaining Development Rights"). The Temple acknowledges and agrees that the Remaining Development Rights shall be the maximum amount of allowable development rights that can be utilized for building purposes on the Property. The Temple further agrees that any redevelopment of the Property shall be consistent with the City Code, the historic designation of the property, and the irrevocable covenant to be recorded as set forth in Paragraph 3(c) below.
- In return for the monetary consideration and Settlement TDRs as set forth in Paragraph 3(a), the Temple agrees to execute and record an irrevocable covenant running with the land in the public records of Miami-Dade County for the property located at 200 178th Street. Sunny Isles Beach, Florida 33160 (the "Property") to restrict the use of the Property to religious use or as a religious institution in perpetuity. The irrevocable covenant shall further require the Property to be preserved as a historic site in perpetuity in accordance with Resolution No. 2010-1597 of the City Commission of the City of Sunny Isles Beach, adopted on September 2, 2010. The irrevocable covenant shall further include a provision restricting the buildable square footage and residential density to the Remaining Development Rights as set forth in Paragraph 3(b) above, taking into account the existing development rights that have already been used for As a condition of and prior to the actual deposit of the Settlement TDRs contemplated in Paragraph 3(a), the Temple and the City shall agree to the form and language of the irrevocable covenant discussed in this paragraph. The Temple agrees to record the agreedupon irrevocable covenant in the public records of Miami-Dade County within Five (5) business days following the deposit of the Settlement TDRs into a TDR sub-bank account designated and owned by the Temple.
- 4. **Process to Create TDR Bank Account for Temple**. Upon passage of an appropriate resolution, the City shall transfer the Settlement TDRs from its TDR bank to a designated TDR sub-bank account created for the benefit of the Temple.
- 5. <u>Dismissal of Litigation</u>. Upon the execution of this Agreement by all parties, satisfaction of the conditions set forth herein and consideration as set forth in Paragraphs 3 and 4 above, respectively, the parties shall execute and file a joint notice of dismissal with prejudice of the Lawsuit, with each party to bear its own costs and attorneys' fees.

6. Release of Claims.

- a. In consideration of the above-referenced payments and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Temple and any and all of its affiliated and related companies, successors, assigns, officers, directors, employees, agents, and attorneys (the "Temple Releasing Parties") agree to release, discharge and covenant not to sue the City, its successors and assigns, and all its respective present and former elected and appointed officials, employees, agents, and attorneys (the "City Released Parties"), from and for any and all claims, demands, damages, lawsuits, obligations, promises, administrative actions, charges and causes of action, both known or unknown, in law or in equity, of any kind whatsoever, which the Temple Releasing Parties ever had, now have, or may have against the City Released Parties upon or by reason of any matter, cause or thing whatsoever, up to and including the date of this Agreement, including but not limited any and all claims and causes of action founded in tort, contract (oral, written or implied) or any other common law, statutory or equitable basis of action.
- b. In consideration of the above-referenced payments and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and all its respective present and former elected and appointed officials, employees, agents, and attorneys (the "City Releasing Parties") agree to release, discharge and covenant not to sue the Temple and any and all of its affiliated and related companies, successors, assigns, officers, directors, employees, agents, and attorneys (the "Temple Released Parties"), from and for any and all claims, demands, damages, lawsuits, obligations, promises, administrative actions, charges and causes of action, both known or unknown, in law or in equity, of any kind whatsoever, which the City Releasing Parties ever had, now have, or may have against the Temple Released Parties upon or by reason of any matter, cause or thing whatsoever, up to and including the date of this Agreement, including but not limited any and all claims and causes of action founded in tort, contract (oral, written or implied) or any other common law, statutory or equitable basis of action.
- 7. Representations and Warranties of the Temple. The Temple hereby represents and warrants to the City as of the date of this Agreement:
- a. There are no legal actions, suits, or similar proceedings pending and served or threatened in writing against the Temple that would adversely affect its ability to consummate this Agreement; and
- b. The Temple has received all corporate and other approvals necessary to enter into this Agreement on its behalf and that the persons signing this Agreement on its behalf are fully authorized to commit and bind the Temple to each and all of the commitments, terms, and conditions hereof and to release the claims described herein, and that all documents and instruments relating thereto are or upon execution and delivery will be valid and binding obligations enforceable against it in accordance with their respective terms.
- 8. <u>Representations and Warranties of the City</u>. The City hereby represents and warrants to the Temple as of the date of this Agreement:

- a. The City's legal representatives will take all necessary steps to seek and recommend approval of this Agreement by the City Commission, and if approved by the City Commission, the City will take all necessary steps to effectuate the terms and conditions of this Agreement.
- b. To the best of the City's knowledge, no facts or circumstances exist that could cause the City Commission to not approve this Agreement or prevent the City from being able to timely effectuate the terms and conditions of this Agreement and the transactions contemplated hereunder.

9. Miscellaneous.

- a. <u>Entire Agreement</u>. This Agreement contains, and is intended as, a complete statement of all of the terms of the settlement agreement between the parties with respect to the Lawsuit and supersedes any previous agreements and understanding between the parties with respect to those matters and cannot be changed or terminated orally.
- b. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- c. <u>Headings</u>. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.
- d. <u>Severability</u>. If any non-material provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination of invalidity or unenforceability shall not by itself render the balance of this Agreement invalid or unenforceable.
- e. <u>Binding Effect Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.
- f. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. <u>Attorneys' Fees</u>. In any action or proceeding to enforce this Agreement or arising out of or in connection with this Agreement, the prevailing party shall be entitled to attorneys' fees and costs at all levels.
- h. <u>Construction</u>. No provision of this Agreement shall be construed against any party hereto because such party drafted or caused to be drafted such provision. Each provision of this Agreement shall be construed as if such provision had been proposed and drafted or caused to be drafted by all of the parties hereto.

- i. <u>Binding Mediation/Arbitration</u>. Any dispute arising under this Agreement shall first be subject to a mandatory mediation conference with Robert C. Josefsberg, Esq., or, if Mr. Josefsberg is unavailable, Amy Josefsberg Ederi, Esq., or her designee. If the parties are unable to resolve their dispute at the mandatory mediation conference, then the parties shall submit to a binding arbitration before Robert C. Josefsberg, Esq., or, if Mr. Josefsberg is unavailable, Amy Josefsberg Ederi, Esq., or her designee. The arbitrator will have the authority to establish the rules and procedures governing the arbitration, provided that such rules and procedures are consistent with general principles of due process. Any award, order, or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- j. <u>Implementation</u>. The parties hereto agree in good faith to execute such further documentation as may be required or recommended by their respective counsel to further implement the transactions contemplated hereby.
- k. <u>Binding and Enforceable Agreement</u>. Each party waives and relinquishes any and all rights, under principles of law and equity, to rescind, vacate, or otherwise challenge this Agreement (including its making or enforceability), including but not limited to duress, coercion, unilateral mistake, mutual mistake, fraud in the inducement, or breach of any obligations or duties which any party owed, or may have owed, any other party from the beginning of the world to the date of this Agreement, arising under statutory or common law or in equity, or rule of procedure, including but not limited to disclosure or discovery obligations in any litigation between or among the parties. The parties have freely entered into this Agreement and are not entering into this Agreement because of any duress, fear, or undue influence; this Agreement is being entered into in good faith; and the parties have, prior to the execution of this Agreement, obtained the advice of independent legal counsel of its own selection regarding the substance of this Agreement, and the claims released herein.

Signature Pages to Follow

Signed, sealed, and delivered in the pre-	esence of:
Date:	
WITNESSES	Temple B'Nai Zion, Inc. By: Rabbi Aaron Lankry, President
Signature	
Printed Name	
Street Address	<u> </u>
City, State, and Zip Code	
Signature	
Printed Name	
Street Address	
City, State, and Zip Code	

Signed, sealed, and delivered in the presen	ice of:
Date:	
WITNESSES	City of Sunny Isles Beach By: Norman S. Edelcup, Mayor
Signature	
Printed Name	
Street Address	
City, State, and Zip Code	
Signature	
Printed Name	
Street Address	
City, State, and Zip Code	
Attest:	Approved as to Form and Legal Sufficiency
Jane A. Hines, MMC, City Clerk	Hans Ottinot, City Attorney

Exhibit "B"

This Instrument Prepared by and Return to: Hans Ottinot, City Attorney c/o City Clerk's Office City of Sunny Isles Beach 18070 Collins Avenue Sunny Isles Beach, FL 33160

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made and entered into as of the ___ day of June, 2014, by TEMPLE B'NAI ZION, INC., its successors, assigns, heirs, ("Owner"), Owner of the property located at 200 178th Street, Sunny Isles Beach, FL 33160, in favor of the CITY OF SUNNY ISLES BEACH, Florida, a municipal corporation ("City"), whose address is 18070 Collins Avenue, Sunny Isles Beach, FL 33160.

RECITALS

WHEREAS, Owner holds fee simple title to certain real property ("Property") located in the City of Sunny Isles Beach, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Property is a historic property originally designated by the City and placed in the City of Sunny Isles Beach Register of Historic Places in accordance with Chapter 171, Historic Landmarks, of the City Code; and

WHEREAS, pursuant to a Settlement Agreement and Release in the matter of *Temple B'Nai Zion*, *Inc. v. City of Sunny Isles Beach*, *Florida*, *et al.* Case No. 10-24549-CIV-KMW, the Owner has agreed to execute and record this Restrictive Covenant in order to describe the adjusted development rights of the Property and the covenant to maintain the historic character of the Property as a religious institution, in exchange for the City transfer of development rights; and

WHEREAS, the Owner has agreed to maintain the Property as a religious institution in perpetuity and its historic integrity in perpetuity as set forth in City of Sunny Isles Beach Resolution No. 2010-1579 in order to protect and enhance those qualities that made the Property eligible for listing in the City of Sunny Isles Beach Register of Historic Places; and

WHEREAS, the City has agreed to permit the Owner to transfer up to Fifteen Thousand (15,000) square feet of floor area and five (5) dwelling units, of the existing allowable and unused development rights attributable to the Property in accordance with Resolution No. ______; and

NOW, THEREFORE, in consideration of the foregoing premises, and in exchange for the transfer of development rights as described above, the Owner hereby agrees as follows:

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and incorporated into this Restrictive Covenant by reference.
- 2. <u>Restrictive Covenant</u>. This Restrictive Covenant shall run with the land, is for the benefit of the City and shall be binding on all subsequent owners of the Property. Owner represents and warrants that there are no mortgages of record encumbering the Property.
- 3. <u>Adjusted Development Rights</u>. Upon the approval by the City Commission of a resolution permitting the transfer of 15,000 square feet of floor area and 5 dwelling units ("TDRs") to the Owner, the Property shall thereafter have the following adjusted development rights under the Code:

The maximum total floor area (as measured in square feet), including its equivalent in residential density, of structures hereafter located on the Property shall be reduced by 15,000 square feet of floor area and 5 dwelling units. The total additional maximum allowable on the Property after the reduction above shall be 40,000 square feet of floor area and 20 dwelling units plus the development rights that have been used for existing buildings on the Property.

- 4. <u>Historic Integrity</u>. Owner agrees to maintain the Property for use as a religious institution and its historic integrity in order to protect and enhance those qualities that made the Property eligible for listing in the City of Sunny Isles Beach Register of Historic Places. In the event of the non-performance or violation of the maintenance provision of this Covenant by the Owner or any successor in interest, the City shall be entitled to withhold any permit sought by Owner or any successor in interest until the Property is restored to the same or condition which made it eligible for listing.
- 5. <u>Enforcement</u>. Only the City will have the right to enforce this Restrictive Covenant. No other party will be deemed a third-party beneficiary for any purpose. This Restrictive Covenant may only be modified, amended or released by a document executed by the City and the Owner. The parties acknowledge that the City will be irreparably damaged if this Restrictive Covenant is not specifically enforced. Therefore, in the event of a breach or threatened breach by Owner as to any provision of this restrictive Covenant, then the City shall be entitled to all the rights and remedies, including injunctive relief, restraining such breach without being required to show any actual damage, irreparable harm, or to post any bond or other security.
- 6. <u>Entire Agreement</u>. This Restrictive Covenant sets forth the entire understanding and agreement between the City and the Owner with respect to its subject matter. No other agreements or obligations will be created or implied by virtue of this Restrictive Covenant. This instrument does not grant the City any use, possessory, easement or other rights with respect to the Property.
- 7. <u>Validity</u>. This Restrictive Covenant shall become valid and effective, and shall be recorded in the Public Records of Miami-Dade County, Florida, immediately upon deposit by the City of Transfer of Development Rights ("TDRs") in the amount of Fifteen Thousand (15,000)

square feet of floor area and Five (5) dwelling units as contemplated in the Settlement Agreement and Release.

- 8. Governing Law. This Restrictive Covenant shall be governed by and construed in accordance with the laws of the State of Florida.
- 9. Attorney's Fees. If any legal or equitable action or other proceeding is brought for the enforcement of the Restrictive Covenant, the successful and prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and all expenses incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the Owner has executed its hand and seal on the day and year first above written.

Temple B'Nai Zion, Inc., Owner

Rabbi Aaron Lankry, President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____ 2014, by _____ (Owner), who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print Name ____ Commission No.: _____

My Commission Expires:

EXHIBIT A

Location:

200 178th Street

Sunny Isles Beach, FL 33160

LEGAL DESCRIPTION

11 52 42 1.05 AC Sunny Isles Shores Sec B PB 65-47 TR C Block 7 Lot size 45738 Square feet F/A/U 30-2211-006-0350 OR 09785-1664 0777 01