

RESOLUTION NO. 13 – 2165

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING AN AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, THE SURF CLUB, INC., (A FLORIDA FOR PROFIT CORPORATION) AND THE TOWN OF SURFSIDE, TO ADDRESS MITIGATION OF SCHOOL CONCURRENCY IMPACTS RELATED TO DEVELOPMENT PROPOSED ON PROPERTY LOCATED AT 9011 COLLINS AVENUE, SURFSIDE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School Board of Miami-Dade County (the “School Board”) and the Town entered into the Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County, dated February 12, 2008 (adopted and executed by the Town on February 12, 2008) to implement Public School Concurrency; and

WHEREAS, a Site Plan Resolution No. 13-Z-06 application for the development of no more than 285 residential dwelling units (the “Development”) on property located at 9011 Collins Avenue, Surfside, was approved by the Town Commission of Surfside on April 23, 2013, subject to compliance with Public School Concurrency requirements; and

WHEREAS, adequate school facility capacity is not available for eight (8) Senior High School students generated by the Development resulting in an inability to be at the level of service standard for School Facilities in the applicable concurrency service areas; and

WHEREAS, the School Facility level of service may be satisfied by the execution of a binding Proportionate Share Mitigation Development Agreement (the “Agreement”) between the School Board, The Surf Club, Inc. (the “Applicant”) and the Town requiring that the Applicant provide mitigation proportionate to the demand for public school facilities created by the Development and requiring that the Town withhold all building permits until such as the mitigation payments have been made by the Applicant.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Agreement. The Agreement between the School Board of Miami-Dade County, Florida, The Surf Club, Inc., and the Town of Surfside to address mitigation of school concurrency impacts related to development proposed on property located at 9011 Collins Avenue, Surfside, Florida, attached hereto as Exhibit "A", is hereby approved.

Section 3. Authorization and Direction. The Town Manager is authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Execution of Agreement. The Town Manager and Town Attorney are authorized to execute the Agreement on behalf of the Town Commission subject to the approval as to form.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of June 2013.

Motion by Commissioner Olchyk, second by Commissioner Graubart.

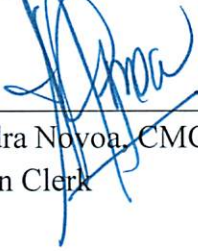
FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart	yes
Commissioner Michelle Kligman	yes
Commissioner Marta Olchyk	yes
Vice Mayor Michael Karukin	yes
Mayor Daniel Dietch	yes



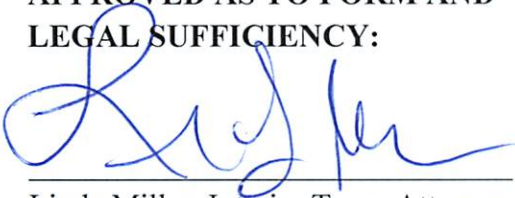
Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, CMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Linda Miller, Interim Town Attorney

**This instrument prepared by
and return to:**

Ana R. Craft, Esquire
School Board Attorney's Office
1450 NE 2nd Avenue, #430
Miami, FL 33132

**PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE
MITIGATION DEVELOPMENT AGREEMENT**

THIS PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT ("Agreement"), is made and entered this _____ day of _____, 20__, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, hereinafter referred to as "**School Board**" or "**School District**," whose address is 1450 NE 2ND Avenue, Miami, Florida 33132; **Town of Surfside**, a municipal corporation of the State of Florida, hereinafter referred to as **Town**, whose address is 9293 Harding Avenue, Surfside, Florida 33154; and The Surf Club, Inc., (a Florida for profit corporation, formerly a Florida non-profit corporation) hereinafter referred to as "**Applicant**," whose address is 9011 Collins Avenue, Surfside, Florida 33154 , collectively referred to herein as the "**Parties**."

RECITALS:

WHEREAS, the Applicant (also referred to herein as "**Property Owner**") is the fee simple owner of that certain tract of land (Folio # 1422350020010, 1422350020020 and 1422350010010 located in the **Town** , more particularly described on **Exhibit "A,"** attached hereto and incorporated herein by reference (the "**Property**"). The location of

the Property described in **Exhibit “A”** is further illustrated within a Sketch To Accompany A Legal Description, certified to the School Board, appearing in **Exhibit “B;”** and

WHEREAS, the Applicant has submitted an application seeking approval to develop no more than 285 residential dwelling units on the Property (the “**Development Proposal**”); and

WHEREAS, the School Board and the **Town** entered into that certain Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County, dated February 12, 2008, adopted and executed by the **Town** on February 12, 2008 to implement public school concurrency and to coordinate the approval of residential development with the provision of adequate public school facilities (“**ILA**”), incorporated herein by reference; and

WHEREAS, the Town Commission of the Town of Surfside , Florida, passed and adopted Resolution No. 2013-Z-06 on April 23, 2013 (incorporated herein by reference), approving Applicant’s Development Proposal, subject to conditions, one of which is Applicant’s compliance with school concurrency requirements; and

WHEREAS, the Parties agree that: (1) adequate School Facility Capacity is not available for eight (8) of the Senior High School students generated by the proposed residential dwelling units, at the Level of Service Standard within the Concurrency Service Area in which the Development Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will generate; (2) the needed School Facility Capacity for the applicable Concurrency Service

Area is not available in any contiguous Concurrency Service Areas within the same Geographic Area; and (3) available School Facility Capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, the Parties agree that authorizing these new residential dwelling units will result in a failure of the Level of Service Standard for School Facility Capacity in the applicable Concurrency Service Area, or will exacerbate existing deficiencies in Level of Service Standards; and

WHEREAS, the Parties agree that Public School Concurrency shall be satisfied by the Applicant's execution of this legally binding Agreement and full compliance therewith, to provide mitigation proportionate to the demand for Public School Facilities to be created by these new residential dwelling units; and

WHEREAS, the School Board, at its meeting of December 5, 2012 (Agenda Item F-2), authorized entering into a Public School Concurrency Proportionate Share Mitigation Development Agreement between the School Board and CLPF-NBV, L.P., which agreement is effective January 9, 2013, and is incorporated herein by reference (and hereinafter defined as "**CLPF-NBV, L.P. Agreement**"); and

WHEREAS, as a part of the CLPF-NBV, L.P. Agreement, the School Board authorized the creation and establishment of the CLPF-NBV, L.P. Mitigation Bank, hereinafter referred to as "**Mitigation Bank**" or "**Mitigation Bank #2012-001**"; and

WHEREAS, the Parties agree that the Applicant has selected as its Proportionate Share Mitigation option, the purchase of eight (8) banked seats (“**Monetary Proportionate Share Mitigation**”) from Mitigation Bank #2012-001, subject to contingencies set forth below; and

WHEREAS, the Parties further agree that the Applicant shall pay the Monetary Proportionate Share Mitigation funds as further required herein; and,

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized the execution of this Agreement in accordance with Board Item F-___, Board Action No. ___, at its meeting of _____; and

WHEREAS, the Town Commission of the Town of Surfside, Florida, at its meeting of _____, duly passed and adopted on that date, Resolution No. _____, authorizing th Town Manager or his/her designee to enter into this Agreement; and

WHEREAS, the Applicant has duly approved this Agreement, and represented to the School Board and to the **Town**, and hereby confirms, that Nadim Achi , has been and is hereby fully authorized to execute this Agreement on behalf of Applicant, pursuant to written consent issued May 28, 2013.

NOW, THEREFORE, in Consideration of the Sum of Ten Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **DEFINITION OF MATERIAL TERMS.** Any terms that are not defined herein are defined as set forth in the ILA or in the CLPF-NBV, L.P. Agreement. In the event of a conflict between the ILA, the CLPF-NBV, LP Agreement and this Agreement, the ILA shall control.

3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by the Applicant to provide Monetary Proportionate Share Mitigation for the Development Proposal for the Property sought to be approved by the **Town**.

4. **MONETARY PROPORTIONATE SHARE MITIGATION.** The Parties agree that the Applicant has elected to satisfy its Monetary Proportionate Share Mitigation requirement under this Agreement through the purchase of available student stations from the Mitigation Bank (“**Capacity Credits**” or “**Banked Seats**”) by the Applicant and transfer thereto. The purchase price of the Banked Seat(s) has been established at Thirty Thousand one hundred ninety two dollars (\$30,192) per seat. As such, the amount of the Monetary Proportionate Share Mitigation under this option shall be Two hundred forty one thousand five hundred thirty six dollars (\$241,536) (i.e. 8 seats x \$30,192 purchase price of a Banked Seat = Monetary Proportionate Share Mitigation payment).

A. **Payment:** The Parties to this Agreement covenant and agree that the Applicant will make its Monetary Proportionate Share Mitigation payment to the School Board within ten (10) days after approval of this Agreement by the School Board. Payment of the cost of the Banked Seats, in the amount of two hundred forty one thousand five hundred thirty six dollars (\$241,536), shall be by wire transfer or any other method of payment acceptable to the School Board's Office of Treasury Management ("**Capacity Credits Purchase Funds**"). The Monetary Proportionate Share Mitigation payment shall be non-refundable.

B. **Issuance of Finding:** Upon the full execution of this Agreement by all appropriate Parties and receipt by the School District of the Capacity Credits Purchase Funds, and transfer of Capacity Credits to the Applicant, the School District shall issue a Finding of Available School Facility Capacity ("**Finding**") pursuant to the ILA. The duration and effect of this Finding shall be in accordance with the ILA. However, in no event shall this Finding, or any allocation of student seats based on this Finding ("**School Concurrency Allocation**"), continue to be effective if the Applicant fails to perform his/her/its obligations under this Agreement. Conversely, once Applicant has completely performed his/her/its obligations under this Agreement, Applicant shall be entitled to rely on the Finding and School Concurrency Allocation, subject to the terms and conditions stated therein. In the event Applicant fails to pay the Monetary Proportionate Share Mitigation Payment as provided for herein, the School District, at its sole option, may cancel this Agreement and

return the Capacity Credit to the Mitigation Bank. Issuance of a Finding by the School District shall be a pre-condition to issuance of building permits by the **Town** for the subject Development Proposal.

5. **EDUCATIONAL FACILITIES IMPACT FEE CREDIT.** As consideration for the Applicant's Monetary Proportionate Share Mitigation specified herein, the Parties agree that the School District shall provide a credit toward any Educational Facilities Impact Fee(s) ("**Impact Fee**") imposed by Miami-Dade County ("**County**") ordinance for construction of the Development Proposal ("**Impact Fee Credit**"). The estimated value of the Impact Fee Credit shall be two hundred forty one thousand five hundred thirty six dollars (\$241,536), which is the result of multiplying Thirty Thousand one hundred ninety two dollars (\$30,192) (the purchase price of each Banked Seat, as established in Section 4 of this Agreement) by the number of seats purchased by the Applicant - eight (8), resulting in an estimated Impact Fee Credit amount of two hundred forty one thousand five hundred thirty six dollars (\$241,536) (i.e. \$30,192 purchase price of the Banked Seats x 8 purchased Banked Seats = \$241,536).

The final Impact Fee Credit amount shall be determined by the County, pursuant to the then current Miami-Dade County Educational Facilities Impact Fee Ordinance (Chapter 33K, of Miami-Dade County Code of Ordinances), the Interlocal Agreement Between Dade County and The School Board of Dade County, Florida, relating to Educational Facilities Impact Fee Monies, and the Metropolitan Dade County Educational Facilities Impact Fee Administrative Procedures Manual, as each may have been amended or may be amended from time to time. The amount of the Impact Fee

Credit will not include any administrative or other fees which the County may impose as part of its administrative process.

6. **EFFECTIVE DATE.** This Agreement shall take effect upon the last of the Parties signing this Agreement, but in no event later than July 1, 2013. Failure by the Parties to execute this Agreement by July 1, 2013 shall result in the revocation of the Concurrence Determination issued by the School District on November 26, 2012, incorporated herein by reference.

7. **TERM.** This Agreement shall expire upon the Parties' completion of their performance of all obligations herein or within six (6) years from Effective Date, whichever comes first.

8. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation agreement in Section 163.3180(6)(h)2, Florida Statutes and as provided for in the ILA.

9. **NOTICES AND DELIVERABLES.** All notices or communications and deliverables under this Agreement by any Party to the others shall be sufficiently given or delivered if dispatched by (a) certified U.S. mail, postage pre-paid, return receipt requested, (b) hand delivery, (c) Federal Express or other comparable overnight mail service, (d) telephone facsimile transmission with transmission receipt, or (e) electronic mail to the following addresses, or as the same may be changed in writing from time to time. Whenever any of the Parties desires to give notice to the others, such notice must be in writing, addressed to the Party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written

notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice (“Notice”):

In the case of Notice or communication to the School Board:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132

With copies to:

Miami-Dade County Public Schools
Facilities Planning
Attn: Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Arijo@dadeschools.net; and concurrency@dadeschools.net

The School Board of Miami-Dade County, Florida
c/o School Board Attorney
1450 NE 2 Avenue, Suite 400
Miami, Florida 33132
Walter.Harvey@dadeschools.net
and Acraft@dadeschools.net

In the case of Notice or communication to the Applicant:

The Surf Club, Inc.
c/o Fort Capital Management
176 NE 43rd Street
Miami, FL 33137
mconaghan@fortcapital.com

With copy to:

Alexander I. Tachmes, Esq.
Shutts & Bowen, LLP
201 South Biscayne Boulevard, Suite 1500
Miami, FL 33131
atachmes@shutts.com

In the case of Notice or communication to the Town:

Michael Crotty, Town Manager
9293 Harding Avenue
Surfside, FL 33154
mcrotty@townofsurfsidefl.gov

With a copy to:

Linda Miller, Interim Town Attorney
9293 Harding Avenue
Surfside, FL 33154
lmiller@townofsurfsidefl.gov

For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the Party designated by the School Board to grant or deny any and all approvals required under this Agreement, including, without limitation, issuance of reports, as provided herein.

Except as otherwise provided in this Agreement, any Notice or deliverable shall be deemed received only upon actual delivery at the address set forth above. Notices or deliverables delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. “Day” as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the School Board, counsel for the **Town** and counsel for the Applicant may deliver Notice on behalf of the School Board, the **Town** and the Applicant, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties of any

change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

10. **RELEASE.** When all of the Parties' obligations set forth herein are fully paid and performed, each Party shall release all other Parties from this Agreement, and all Parties shall release all other Parties from any and all future claims, costs or liabilities arising out of the provision of Monetary Proportionate Share Mitigation in accordance with this Agreement. These releases shall be simultaneously exchanged and shall be recorded in the Official Records of Miami-Dade County, Florida, evidencing such performance.

11. **VENUE; CHOICE OF LAW; ATTORNEY'S FEES.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of laws provisions. Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the State Court of the 11th Judicial Circuit, in and for, Miami-Dade County, Florida. The Parties agree that in the event of any dispute of whatever nature relating to this Agreement, venue shall be in Miami-Dade County, Florida. The Parties further agree that, in the event of a dispute among the Parties, each Party shall be responsible for its own attorney's fees and costs through all appeals.

12. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

13. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the Party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

14. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement, and are incorporated herein by reference.

15. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared, in recordable form, with the same formality as this Agreement and duly executed by all the Parties to this Agreement. Additionally, this Agreement may be modified only until the earliest of the following times: (a) issuance of the first principal building permit for the Development Project; or (b) six (6) months after the date that this Agreement is authorized by the School Board.

16. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a covenant running with the land and shall be recorded by the School Board, at the Applicant's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Applicant, and its heirs, successors and assigns, until such time as the same expires in accordance with the

provisions hereof, or is otherwise modified or released pursuant to an instrument executed on behalf of the Parties.

17. **ASSIGNMENT**. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior written consent of all of the Parties, such consent not to be unreasonably withheld. At the election of the School District, such consent may be conditioned upon the written agreement of the assignee to assume all of Applicant/Assignor's duties and obligations under this Agreement and to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Monetary Proportionate Share Mitigation under this Agreement. The Assignor under such assignment shall furnish the Parties with a copy of the duly executed assignment, in recordable form, within ten (10) days of the date of execution of same. The Parties further agree that an assignment of this Agreement shall only be permitted where (a) the Applicant/Assignor has mitigated for the public school impacts of the subject Property with Monetary Proportionate Share Mitigation payment having been made, (b) this Agreement is being assigned to the purchaser of the subject Property, and (c) the assigned Monetary Proportionate Share Mitigation continues to be used for the subject Property. Purchased Capacity Credits may not be sold, transferred or used in any way other than as provided for under this Section. Any attempt to sell, transfer or use Purchased Capacity Credits in violation of this Agreement shall deem said Purchased Capacity Credits null and void.

18. **DEFAULT.** If any Party fails to perform or observe any of the material terms and conditions of this Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from another Party, the Party giving notice of default may terminate this Agreement by providing the parties with ten (10) days additional written notice. Failure of any Party to exercise its rights in the event of any breach by one or more other Parties shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the other Parties. Such waiver shall be limited to the terms specifically contained therein.

19. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which when executed and delivered shall be deemed to be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

20. **RECORDING OF DOCUMENTS AND FEES** The School District shall record this Agreement and any related documentation, including without limitation, Assignments, if any, and Releases, within thirty (30) days after proper execution thereof, in the Public Records of Miami-Dade County, Florida. The Applicant shall pay all recordation costs to the School District. All duly executed documents and applicable fees shall be delivered to the designated School District staff by no later than 1st day of July, 2013.

21. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

22. **WAIVER OF TRIAL BY JURY. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR PARTIES WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT.**

23. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

24. **MERGER CLAUSE.** This Agreement and all Exhibits thereto set forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement
on the respective dates under each signature:

APPLICANT/PROPERTY OWNER

THE SURF CLUB, INC.
a Florida for profit corporation
(formerly a non-profit corporation)

By: _____
Name: Nadim Achi
Title: President

APPLICANT'S ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, on the _____ day of _____, 2013,
personally appeared

(write-in name of authorized representative(s))

, who _____ [] is personally known to me or [] has produced
_____ as identification, and who acknowledged before me that
he signed the above instrument with full authority as set forth therein, on behalf of the
Applicant, _____ . .

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

SCHOOL BOARD

**THE SCHOOL BOARD OF
MIAMI-DADE COUNTY,
FLORIDA**

By: _____
Alberto M. Carvalho
Superintendent of Schools

____ day of _____, 2013.

TO THE SCHOOL BOARD:
Approved as to Form and legal
sufficiency:

School Board Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE) **SS:**

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by ALBERTO M. CARVALHO, as Superintendent of Schools, acting on behalf of THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a public body corporate and politic existing under the laws of the State of Florida, who personally appeared before me, and is [x] personally known to me or [] produced _____ as identification, and who further acknowledged that he signed the above instrument with full authority, as set forth therein, on behalf of The School Board of Miami-Dade County, Florida.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

Town of Surfside:

WITNESSES:

Town of Surfside:

By: _____
_____, Manager
____ day of _____, 2013.

ATTEST:

_____, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By _____
Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as Village Manager, acting on behalf of **Town of Surfside**, a Municipal Corporation, existing under the laws of the State of Florida. They personally appeared before me, and are [x] personally known to me or [] produced _____ as identification, , and who acknowledged that he signed the above instrument with full authority, as set forth therein, on behalf of **Town of Surfside**, Florida.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____