

**This instrument prepared by**  
Victor Alonso  
Miami-Dade County Public Schools  
1450 NE 2 Avenue, Room 525  
Miami, FL 33132

**After Recording return to:**  
Ana R. Craft, Esquire  
School Board Attorney's Office  
1450 NE 2<sup>nd</sup> 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 \_\_\_\_\_, 2020, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and political, existing under the laws of the State of Florida, hereinafter referred to as "**School Board**" or "**School District**," whose address is 1450 NE Second Avenue, Miami, Florida 33132; **CITY OF MIAMI BEACH**, a municipal corporation of the State of Florida, hereinafter referred to as "**City**", whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139; and **KGTC, LLC, a Florida limited liability company**, hereinafter referred to collectively as "**Applicant**" or "**Property Owner**," whose address is 7100-7108-7118-7134-7144 Byron Ave 7135-7145 Carlyle Ave 527 71 Street Miami Beach, FL 33141; the School Board, City and Applicant are collectively referred to in this agreement as "**Party**", and collectively 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 (consisting of, collectively, folio #s 0232110020290,

0232110020280, 0232110020270, 0232110020260, 0232110020300, 0232110020310, 0232110020320, 0232110020340, 0232110020350) located in the City of Miami Beach and as further illustrated within a Sketch To Accompany A Legal Description, certified to the School Board (**Exhibit “B”**), with both Exhibits attached hereto and incorporated herein; and

**WHEREAS**, the City has approved 270 dwelling units on the Property, which are composed of 121 microunits (counted as 61 for density calculations) and 149 regular units, less the credit of 47 existing units to be demolished, for a net total of 163 residential units for school concurrency calculation purposes. Thus the Applicant has submitted an application seeking approval to develop no more than 163 residential dwelling units on the Property (the **“Development Proposal”**); and

**WHEREAS**, the School Board and the City entered into that certain Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County, dated December 12, 2007 (adopted and executed by the City on February 13, 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 Applicant has filed an application with the Design Review Board for Design Review Approval application with the City Planning Department, incorporated herein by reference, which requires School Facility Capacity availability for each student generated by the Development Proposal at each of the three school levels (i.e. elementary, middle and senior high school); and

**WHEREAS**, the Parties agree that: (1) adequate School Facility Capacity is not available for three (3) senior high 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 March 9, 2016 (Agenda Item F-1), authorized entering into a Public School Concurrency Proportionate Share Mitigation Development Agreement between the School Board, the City of Miami Beach and 3425 Collins, LLC, a Delaware Limited Liability Company (hereinafter referred to as "**3425 Collins**"), which agreement is incorporated herein by reference (the "**3425 Collins Agreement**"); and

**WHEREAS**, as a part of the 3425 COLLINS Agreement, the School Board authorized the creation and establishment of the 3425 COLLINS Mitigation Bank, hereinafter referred to as "**Mitigation Bank**" or "**Mitigation Bank #2016-004**"; and

**WHEREAS**, the Parties agree that the Applicant has selected as its Proportionate Share Mitigation option, the purchase of three (3) banked seats (“**Monetary Proportionate Share Mitigation**”) from Mitigation Bank #2016-004, 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 \_\_\_\_\_, 2020; and

**WHEREAS**, the City of Miami Beach, at its meeting of \_\_\_\_\_, 2020, duly passed and adopted on that date, Resolution No. \_\_\_\_\_, authorizing the appropriate City officials to enter into this Agreement; and

**WHEREAS**, the Applicant has duly approved this Agreement, and represented to the School Board and to the City, and hereby confirms, that Mathis Cohen, Manager, has been and is hereby fully authorized to execute this Agreement on behalf of KGTC, LLC, a Florida limited liability company; and

**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 3425 COLLINS Agreement. In the event of a conflict between the ILA, the 3425 COLLINS 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 Applicant.

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-Three Thousand One Hundred Fifty-Four Dollars (\$33,154) per seat. As such, the amount of the Monetary Proportionate Share Mitigation under this option shall be Ninety-Nine Thousand Four Hundred Sixty-Two Dollars (\$99,462) (i.e. 3 seats x \$33,154 purchase price of a Banked Seat = Monetary Proportionate Share Mitigation payment of \$99,462).

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 thirty (30) calendar days following the full and proper execution of this Agreement, unless otherwise extended at the sole and absolute discretion of the School Board or designee (defined hereinafter as Effective Date). Payment of the cost of the Banked Seats, in the amount of Ninety-Nine Thousand Four Hundred Sixty-Two Dollars (\$99,462), shall be by cashier check, 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 after issuance of the Finding, as defined under Section 4B hereof.

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 City for the subject Development Proposal. Furthermore, the Applicant must obtain the Finding prior to issuance and recordation of the Design Review Final Order by the City.

C. **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(s)**”) imposed by Miami-Dade County Ordinance for construction of the Development Proposal (“**Impact Fee Credit**”). The Impact Fee Credit for this Development Proposal has been estimated at a not-to-exceed amount of Twenty Three Thousand Two Hundred Seventeen Dollars (\$23,217), derived by subtracting the cost of the three banked seats (\$99,462), less the Reimbursable Value to be paid to the owner of Bank #2016-004 for the sale of three banked seats ( $\$25,415 \times 3 = \$76,245$ ), resulting in  $\$99,462 - \$76,245 = \$23,217$ . The final Impact Fee Credit amount shall be determined after the County provides the actual Impact Fee amount, 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.

5. **EFFECTIVE DATE.** This Agreement shall take effect upon the last of the Parties signing this Agreement, but in no event later than March 27, 2020 (“**Effective Date**”). Failure to deliver this Agreement to the School Board executed by the Applicant by January 31, 2020 and by the City by February 21, 2020 may, in the sole discretion of the School District, result in the revocation of the Concurrency Determination issued by the School District on July 24, 2019 and revised on September 16, 2019, incorporated herein by reference.

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

7. **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.

8. **NOTICES AND GENERAL CONDITIONS.**

A. All notices or communications and deliverables under this Agreement by any Party to the others (“**Notice**”) 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:

**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 NE Second Avenue, Room 912  
Miami, Florida 33132



With copies to:

Miami-Dade County Public Schools Facilities Planning  
Attn: Eco-Sustainability Officer  
1450 NE 2 Avenue, Room 525  
Miami, Florida 33132  
[valonso2@dadeschools.net](mailto:valonso2@dadeschools.net); and [concurrency@dadeschools.net](mailto: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](mailto:Walter.Harvey@dadeschools.net) and [Acraft@dadeschools.net](mailto:Acraft@dadeschools.net)

**In the case of Notice or communication to the Applicant:**

KGTC, LLC  
Attn: Mathis Cohen, Manager  
1193 Street  
Miami Beach, FL 33141  
Phone: (646) 715-7795  
[mc@kahunah.net](mailto:mc@kahunah.net)

With copy to:

Ethan B. Wasserman, Esquire.  
Greenberg Traurig, P.A.  
333 SE 2 Avenue, 41st Floor  
Miami, Florida 33131  
Phone: (305) 579-0784  
Fax: (305) 579-0717  
[wassermane@gtlaw.com](mailto:wassermane@gtlaw.com)

**In the case of Notice or communication to the City:**

Michael Belush, AICP, Principal Planner  
Planning Department, City of Miami Beach  
1700 Convention Center Dr., Miami Beach, FL 33139  
Fax: (305) 673-7559  
Email: [michaelbelush@miamibeachfl.gov](mailto:michaelbelush@miamibeachfl.gov)

With a copy to:

Raul Aguila, City Attorney  
OFFICE OF THE CITY ATTORNEY  
1700 Convention Center Dr., Miami Beach, FL 33139  
[RaulAguila@miamibeachfl.gov](mailto:RaulAguila@miamibeachfl.gov)

B 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 and Releases, and placing the Applicant in default, as provided herein.

C. 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 City and Counsel for the Applicant may deliver Notice on behalf of the School Board, the City 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.

9. **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.

10. **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 11<sup>th</sup> 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.

11. **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.

12. **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.

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

14. **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.

15. **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.

16. **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, subject to the terms and conditions contained herein. 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, and (b) this Agreement is being assigned to the purchaser of 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 sale, transfer or use of Purchased Capacity Credits in violation of this Agreement shall be deemed null and void.

17. **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.

18. **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. The School Board shall be the last party to execute this Agreement.

19. **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.

20. **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.

21. **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.**

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

23. **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.

24. **PUBLIC RECORDS LAWS.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The Parties acknowledge and accept the authority of the School Board and the City to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access the Applicant's records, its/their legal representatives' and contractors' records with respect to this Agreement and the obligation of the Applicant to retain and to make those records available upon request, and in accordance with all applicable laws. Applicant shall keep records to show its/their

compliance with this Agreement. In addition, Applicant's contractors and subcontractors must make available, upon School Board's and City's request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Applicant, its contractors and sub-contractors shall (i) retain all records for five (5) years after the Effective Date of this Agreement; and (ii) the School Board and the City shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement. The Applicant shall incorporate this Section 24 into every contract that it enters into relating to the subject Property.

**IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, [pr@dadeschools.net](mailto:pr@dadeschools.net), and 1450 NE Second Avenue, Miami, Florida 33132.**

**[INDIVIDUAL SIGNATURE PAGES FOLLOW]**

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

**APPLICANT/PROPERTY OWNER**

WITNESSES:

**KGTC, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Mathis Cohen, Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**APPLICANT'S ACKNOWLEDGMENT**

**STATE OF FLORIDA**       )  
  ) **SS:**  
**COUNTY OF** \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Mathis Cohen, as Manager of KGTC, LLC, a Florida limited liability company, on behalf of the Company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

**[NOTARY SEAL]**

**Notary:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**My Commission expires:** \_\_\_\_\_



**SCHOOL BOARD**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**THE SCHOOL BOARD OF MIAMI-DADE  
COUNTY, FLORIDA**, a body corporate and  
politic existing under the laws of the State of  
Florida

By: \_\_\_\_\_  
Name: Alberto M. Carvalho  
Title: Superintendent of Schools  
Date: \_\_\_\_\_

Recommended by:

\_\_\_\_\_  
Name: Raul F. Perez  
Title: Chief Design and Construction Officer  
Date: \_\_\_\_\_

Approved as to Risk Management Issues:

By: \_\_\_\_\_  
Risk & Benefits Management Officer  
Date: \_\_\_\_\_

Approved as to Treasury Management Issues:

By: \_\_\_\_\_  
Treasurer  
Date: \_\_\_\_\_

To the School Board:

Approved as to form and legal sufficiency

\_\_\_\_\_  
Name: Ana R. Craft  
Assistant School Board Attorney  
Date: \_\_\_\_\_

## ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by ALBERTO M. CARVALHO, Superintendent of Schools, acting on behalf of THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida, who personally appeared before me, and is [ ] 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: \_\_\_\_\_

**CITY OF MIAMI BEACH:**

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

**City of Miami Beach:**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ Clerk

By: \_\_\_\_\_  
Planning Director

\_\_\_\_\_  
**ATTEST**

**APPROVED AS TO FORM AND  
LANGUAGE AND FOR  
EXECUTION:**

By \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as Mayor, acting on behalf of City of Miami Beach, a Municipal Corporation, existing under the laws of the State of Florida. He/she personally appeared before me, and is [ x ] personally known to me or [    ] produced \_\_\_\_\_ as identification, , and who acknowledged that he/she signed the above instrument with full authority, as set forth therein, on behalf of City of Miami Beach, Florida.

**[NOTARY SEAL]**

**Notary:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**My Commission expires:** \_\_\_\_\_

**EXHIBIT “A”**

**TO PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION  
DEVELOPMENT AGREEMENT AMONG THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FL;  
CITY OF MIAMI BEACH; AND KGTC, LLC**

**Legal Description**

Lots 1 through 3, inclusive and 7 through 12 inclusive, Block 5 of NORMANDY BEACH SOUTH, according to the Plat thereof, as recorded in Plat Book 21, at Page 54, Public Records of Miami-Dade County, Florida.

[illegible]