

EXHIBIT "1"  
TO  
CITY COMMISSION MEMORANDUM

**REPLY TO:** Room 6219  
1000 N.W. 111 Avenue  
Miami, Florida 33172  
Tel: (305) 470-5435  
Fax: (305) 470-5552

November 16, 2001

**SENT VIA FACSIMILE TO: 305-673-7470**

Raul J. Aguila, Esq.  
First Assistant City Attorney  
City of Miami Beach  
1700 Convention Center Drive, Fourth Floor  
Miami Beach, Florida 33139

RE: Vacation Agreement between The City of Miami Beach and Hotelarama Associates, LTD.,  
dated December 1, 1999.

Dear Mr. Aguila:

I have learned from Mr. Carter McDowell that the escrowed closing pursuant to the above referenced agreement is scheduled to take place today. Mr. McDowell has requested that the Department of Transportation execute a quit claim deed to convey to Hotelarama any interest that the Department may have in the property that the City of Miami will be conveying pursuant to the Vacation Agreement. Accordingly, the Department has executed a quit claim deed in the form provided as Exhibit "F" to the Vacation Agreement. I am herewith delivering said quit claim deed to the City Attorney's Office, as escrow agent, pursuant to paragraph 7 of the Vacation Agreement. I request that the quit claim deed not be delivered until the requirements of the Vacation Agreement have been met.

Please be advised that I have not independently verified that the conditions of the Vacation Agreement have been met. As an example, I note that under paragraph 3, Hotelarama is responsible for the relocation of utilities, including the provision of replacement easements, if applicable.

It is my understanding, that pursuant to paragraph 2.c of the Vacation Agreement, the City has directed Hotelarama to convey Parcel C to FDOT instead of to the City. FDOT is willing to accept fee simple conveyance of the new roadway (Parcel C). A deed in the form provided as Exhibit "H" to the Vacation Agreement is acceptable to the Department.<sup>1</sup> However, there must be no "easements of record", or other encumbrances on the property.<sup>2</sup> Additionally, any outstanding taxes must be paid.

I have only had one day of notice regarding this proposed closing. I am not able to prepare for

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1 Please scrutinize the deed to ensure that a reverter clause has not been inserted.

2 Obviously, an updated title search must be performed before closing.

closing with such short notice.<sup>3</sup> Accordingly, I request that you close the transaction on behalf of the City, **accepting title in the name of the City**, and assuming all responsibility for the condition of title accepted. The Department will subsequently accept a deed from the City, after it has had an opportunity to perform a title search, and to verify the legal description.

Sincerely,

Alicia Trujillo-Legott, Esq.  
Assistant General Counsel

cc: Carter N. McDowell, Esq. (fax: 305-374-7593)

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<sup>3</sup> I left messages on your voice mail yesterday, as well as on your assistant's voice mail, but my calls were not returned. I wanted to arrange to review the title information on the property. I will need to do so, before accepting title on behalf of the Department.