

RESOLUTION NO. 11-892

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES PROVIDING FOR QUALITY NEIGHBORHOOD IMPROVEMENTS PROGRAM PAYMENTS AND TRANSFERRING LOCAL PARKS TO THE TOWN; AUTHORIZING THE TOWN MANAGER TO FINALIZE THE TERMS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County (the “County”) currently owns parks in the Town (the “Parks”) that are part of the Miami Lakes Special Tax District (the “Taxing District”) within the Town of Miami Lakes (the “Town”); and

WHEREAS, the Town currently maintains and funds the operation of the Parks; and

WHEREAS, the County wishes to convey to the Town the Parks; and

WHEREAS, it is in the best interest of the Town to provide recreational facilities and opportunities to residents of the Town; and

WHEREAS, prior to the Town’s incorporation (1999), the County issued a Quality Neighborhood Improvements Program (QNIP) Bond which funds were used to complete many projects within the Town; and

WHEREAS, based on the revenue pledge issued by the County, the County has asserted that the Town is responsible for a payment of approximately \$153,423 per year through fiscal year 2023/24; and

WHEREAS, the County has agreed that payment by the Town of \$1,195,933 would satisfy the Town’s QNIP obligation for prior years including the current fiscal year and would allow the County to release to the Town approximately \$346,000 in SNP grants and \$206,226 in General Obligation Bond (GOB) monies being withheld by the County pending the settlement of the QNIP issue, as well as the aforementioned Parks and future GOB monies; and

WHEREAS, the Town Council finds that the approval of this Interlocal Agreement Between Miami-Dade County and the Town of Miami Lakes providing addressing QNIP issues and transferring local parks to the Town (the “Agreement”) is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by this reference

Section 2. Approval of Interlocal Agreement. The Interlocal Agreement between Miami-Dade County and the Town of Miami Lakes transferring the Parks to the Town, a copy of which is attached as Exhibit “A,” is approved. Subject to approval by the Town Attorney as to form and legality, the Town Manager is authorized to approve non-material changes to the Agreement and to also approve additional text pertaining to the interpretation of the legal restrictions imposed by the County Charter.

Section 3. Authorization of Funds Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 4. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all action necessary to implement the terms and conditions of the

Agreement, including the preparation, execution and recordation of any documents required to effectuate the transfer of the Parks.

Section 5. Execution of Contract. The Mayor is authorized to execute the Agreement on behalf of the Town and to execute such other documents that may be necessary to transfer of the Parks.

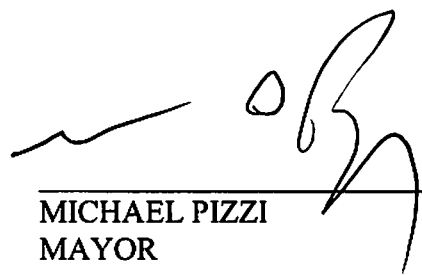
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 27th day of April, 2011.

Motion to adopt by Mayor Michael Pizzi, second by Councilmember Mary Collins.

FINAL VOTE AT ADOPTION

| | |
|--------------------------------|--------|
| Mayor Michael Pizzi | yes |
| Vice Mayor Nick Perdomo | absent |
| Councilmember Mary Collins | yes |
| Councilmember Tim Daubert | yes |
| Councilmember Nelson Hernandez | yes |
| Councilmember Ceasar Mestre | yes |
| Councilmember Richard Pulido | yes |




MICHAEL PIZZI
MAYOR

ATTEST:



Marjorie Tejada
TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L.
TOWN ATTORNEY



**INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY AND
TOWN OF MIAMI LAKES**

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida ("COUNTY") and the Town of Miami Lakes, a municipal corporation of the State of Florida ("TOWN"), entered into this 31st day of MAY, 2011 (the "Agreement").

WITNESSETH

WHEREAS, the COUNTY owns local parks that were previously part of the Miami Lakes Special Tax District within the TOWN boundaries, (Exhibit A); and

WHEREAS, the COUNTY ceased funding the Miami Lakes Special Tax District; and

WHEREAS, the COUNTY wishes to convey to the TOWN and the TOWN wishes to receive said local parks ("Parks"), including Miami Lakes West Park (P-74), within the former Miami Lakes Special Tax District, and

WHEREAS, it is in the best interest of the COUNTY and the TOWN to provide recreational facilities and opportunities to residents of the TOWN and the COUNTY,

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS THE COUNTY AND THE TOWN AGREE AS FOLLOWS:

1. Conveyance of Real Property

- 1.1 The COUNTY shall convey to the TOWN the Parks currently under COUNTY ownership listed in the "Miami Lakes Special Tax District Parks Legal Descriptions" attached to and incorporated herein as Exhibit "A". The transfer of the Parks shall be by execution and delivery to the Town of a County Deed(s) in a form approved by the County Attorney.
- 1.2 The properties and facilities are conveyed in an as-is condition, and subject to all easements and restrictions of record.
- 1.3 Prior to conveyance of the Parks, the COUNTY shall take all steps necessary to transfer and/or assign any warranties or guarantees the COUNTY may have for Park improvements, fixtures or equipment to the TOWN.
- 1.4 The Town Manager and the County Mayor or Mayor's designee shall mutually agree to the date of the transfer to the TOWN and execution of the conveyance documents, provided further that the transfer of the Parks shall occur no later than 120 days from the date of execution of this Agreement.

- 1.5 The conveyance from the COUNTY to the TOWN may include the conveyance of County-owned personal property, fixtures and equipment located at or in use at the Parks, which shall be determined solely by the COUNTY during a walk through examination by staff designated by the County Mayor or Mayor's designee and the Town Manager.
- 1.6 Upon conveyance of the Parks, the COUNTY shall provide the TOWN, at the TOWN's expense, a copy of all permits, plans, and any other documents pertaining to the COUNTY's operation of the Parks that the COUNTY may have in its possession. The COUNTY shall have no obligation, however, to create, recreate, construct, or reconstruct any permit, plan, or any other document (e.g. "as-builts") not in its possession as of the date of conveyance.

2. Restrictions Related to the TOWN's Use of the Property

As a condition to the acceptance of the Property, the TOWN agrees that:

- 2.1 The Parks shall be used as public parks, and the Parks shall be open to all members of the public.
- 2.2 The TOWN shall not discriminate against Miami-Dade County residents in program registration, pricing or other policies as they relate to the use of the Parks.
- 2.3 Except as specifically exempted, Article 7 of the Miami-Dade County Home Rule Charter shall apply to the Parks.

Should the TOWN violate any of the restrictions or conditions listed in Sections 2.1 through 2.3 and Sections 3.1 through 3.4, the COUNTY shall provide the TOWN with written notice of the alleged violations including a statement that "The COUNTY may exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN shall notify the COUNTY in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the Board of County Commissioners. If the TOWN fails to cure the violation within the specified time period, as determined within the sole discretion of the COUNTY, then the COUNTY shall have the right, but not the obligation to exercise an immediate right of re-entry by providing notice of same and title to the subject Park and any improvements thereon shall revert to and vest in the COUNTY, without the necessity of obtaining a court order therefore. Upon same, the TOWN shall deed the Park by Warranty Deed to the COUNTY and the TOWN specifically waives, by acceptance of the Deed and execution of this Agreement, any entitlement to or right to seek any compensation whatsoever for said Park, and any monetary investments and improvements made to the subject Park shall be forfeited without any right to compensation.

3. Further conditions

- 3.1 The COUNTY issued Public Service Tax Revenue Bonds, Series 1999, [also known as, and referred to herein as, Quality Neighborhood Improvement Program ("QNIP") bonds] prior to the TOWN's incorporation, which are currently outstanding. The QNIP bonds are payable from Public Service Taxes for electrical, water and gas services. The TOWN recognizes and agrees that, through and including fiscal year 2009-2010, it owes the County \$1,042,511.00 in past due payments of its pro-rata share of debt service on the QNIP bonds ("Debt Service Share"). The TOWN agrees to pay the past due amount of \$1,042,511.00 plus its 2010-2011 Debt Service Share of \$153,423.00, for a total payment of \$1,195,934.00 within thirty (30) days of the approval of this Agreement by the Board of County Commissioners. Further, the TOWN agrees to timely pay its Debt Service Share until such time as the debt service on the QNIP bonds has been legally defeased and/or paid in full.

Commencing in fiscal year 2011-2012, the TOWN shall annually remit to the COUNTY, on or before September 30th of each fiscal year, its annual Debt Service Share in the amount of \$153,423.00, based on the current debt-service schedule attached hereto as Exhibit "B", through FY 2023-24.

- 3.2 The TOWN's Debt Service Share shall be determined by expressing the Public Service Taxes collected within the TOWN at the time of incorporation as a percentage of the total Public Service Taxes collected within the unincorporated area of Miami-Dade County at the time of the TOWN's incorporation and apply that percentage to the total annual debt service on the QNIP bonds. Thus, the TOWN recognizes and agrees that its Debt Service Share is 2.9%. The TOWN may prepay its proportionate share of the aforementioned bonds at any time during the life of the bonds without penalty.
- 3.3 By accepting this Agreement, the TOWN agrees that it will make every good faith effort to operate and maintain the Parks in a manner that provides appropriate active and passive recreational opportunities to park users.
- 3.4 The Parks will be operated and maintained in a manner equal to or better than existing conditions.
- 3.5 Any permits and agreements between the COUNTY and non-profit or for-profit organizations within Parks will be terminated upon execution of this Agreement.

4. Indemnification

- 4.1 Prior to the execution of this agreement, the COUNTY shall provide the TOWN with any known claims, litigation or other proceedings that may be pending regarding the COUNTY's operation of the Parks.

- 4.2 Prior to the conveyance of the Parks, the COUNTY does hereby agree to indemnify and hold harmless the TOWN to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the COUNTY. However, nothing herein shall be deemed to indemnify the TOWN from any liability or claim arising out of the negligent performance or failure of performance of the TOWN or any unrelated third party. Notwithstanding the foregoing, the COUNTY's indemnification obligations shall be limited to personal injuries and/or property damage claims, liabilities, losses, causes of action or judgments that occurred prior to the date of conveyance.
- 4.3 After the conveyance of the Parks, the TOWN does hereby agree to indemnify and hold harmless the COUNTY to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the TOWN shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the TOWN. However, nothing herein shall be deemed to indemnify the COUNTY from any liability or claim arising out of the negligent performance or failure of performance of the COUNTY or any unrelated third party.
- 4.4 The indemnification provided in Section 4.2 shall additionally include any claims that were filed before the date of conveyance for alleged violations of the Americans with Disabilities Act.

5. Notices

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by hand delivery, or by overnight delivery to the addresses as follow (or any other address that the party to be notified may have designated to the sender by like notice):

County: Miami-Dade County Mayor
111 N.W. First Street, Suite 2910
Miami, Florida 33128

Copied to: County Attorney, Miami-Dade County

111 N.W. First Street, Suite 2810
Miami, Florida 33128

and Director, Miami-Dade County Parks and
Recreation Department
275 NW 2nd Street, 5th Floor
Miami, Florida 33128

TOWN: TOWN Manager,
Town of Miami Lakes
15150 NW 79th Court, 1st Floor
Miami Lakes, Florida 33016

Copied to: Town Attorney
c/o Weiss Serota et al
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

6. Entire Agreement

The Town and the County agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

7. Amendments

This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document. Notwithstanding any provision herein, this Agreement in no way obviates or nullifies the obligations of the TOWN under the Town Charter.

8. Severability

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9. Assignment

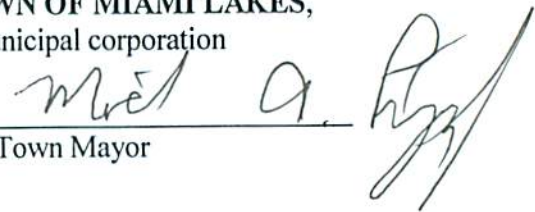
Neither this Agreement nor any term nor provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

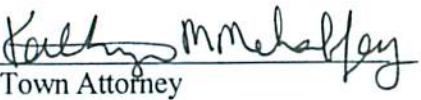
10. Governing Law

This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

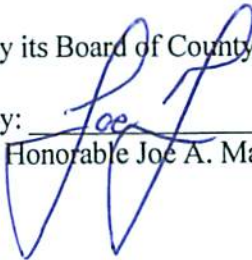
TOWN OF MIAMI LAKES,
a municipal corporation

By: 
Town Mayor

By: 
Town Attorney

MIAMI-DADE COUNTY
a political subdivision of
the State of Florida

By its Board of County Commissioners:

By: 
Honorable Joe A. Martinez, Chairman

ATTEST:
By: 
Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

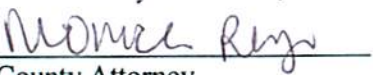

County Attorney

Exhibit A
Miami Lakes Special Tax District Parks
Legal Descriptions

| PARCEL NAME | PLAT NAME | PB | PB PG | ID # |
|-------------|---|-----|-------|---------|
| LOT "D" | FIRST ADDN TO MIAMI LAKES SEC SIX | 85 | 90 | 2023-33 |
| LOT 22 | MIAMI LAKES-LAKE GLENN ELLEN | 113 | 99 | 2022-01 |
| LOT 41 | MIAMI LAKES-LAKE GLENN ELLEN | 113 | 99 | 2022-02 |
| P-01 | MIAMI LAKES-LOCH LOMOND | 76 | 91 | 2014-01 |
| P-02 | MIAMI LAKES SEC ONE | 75 | 35 | 2024-01 |
| P-02 | MIAMI LAKES-LOCH LOMOND | 76 | 91 | 2014-02 |
| P-03 | MIAMI LAKES SEC ONE | 75 | 35 | 2024-02 |
| P-03 | MIAMI LAKES-LOCH LOMOND | 76 | 91 | 2014-03 |
| P-04 | MIAMI LAKES SEC ONE | 75 | 35 | 2024-03 |
| P-05 | MIAMI LAKES SEC ONE | 75 | 35 | 2024-04 |
| P-06 | MIAMI LAKES SEC ONE | 75 | 35 | 2024-05 |
| P-07 | MIAMI LAKES SEC ONE | 75 | 35 | 2024-06 |
| P-08 | MIAMI LAKES SEC ONE & RIP RIGHTS | 75 | 35 | 2024-07 |
| P-10 | MIAMI LAKES SEC 2 | 76 | 70 | 2024-08 |
| P-11 | MIAMI LAKES SEC 2 | 76 | 70 | 2024-09 |
| P-12 | MIAMI LAKES SEC 3 | 78 | 47 | 2024-10 |
| P-13 | MIAMI LAKES SEC 3 | 78 | 47 | 2024-11 |
| P-14 | MIAMI LAKES SEC 3 | 78 | 47 | 2024-12 |
| P-15 | MIAMI LAKES SEC 4 | 79 | 8 | 2023-01 |
| P-16 | MIAMI LAKES SEC 4 | 79 | 8 | 2023-02 |
| P-17 | MIAMI LAKES SEC 4 | 79 | 8 | 2023-03 |
| P-18 | MIAMI LAKES SEC 4 | 79 | 8 | 2023-04 |
| P-19 | MIAMI LAKES SEC 4 | 79 | 8 | 2023-05 |
| P-20 | MIAMI LAKES SEC 4 | 79 | 8 | 2023-35 |
| P-21 | MIAMI LAKES SEC 5 | 79 | 81 | 2023-06 |
| P-22 | MIAMI LAKES SEC 5 | 79 | 81 | 2023-07 |
| P-23 | MIAMI LAKES SEC 5 | 79 | 81 | 2023-08 |
| P-24 | MIAMI LAKES SEC 6 | 81 | 66 | 2023-09 |
| P-25 | MIAMI LAKES-LOCH LOMOND WEST | 91 | 95 | 2023-10 |
| P-26 | MIAMI LAKES HILDA TOWNHOUSE SECTION | 81 | 72 | 2023-11 |
| P-27 | MIAMI LAKES HILDA TOWNHOUSE SECTION | 81 | 72 | 2023-12 |
| P-28 | MIAMI LAKES SEC 6 | 84 | 34 | 2023-13 |
| P-29 | MIAMI LAKES SEC 7 | 84 | 34 | 2023-14 |
| P-30 | MIAMI LAKES SEC 7 | 84 | 34 | 2023-15 |
| P-31 | MIAMI LAKES SEC 7 | 84 | 34 | 2023-16 |
| P-32 | MIAMI LAKES SEC 7 | 84 | 34 | 2023-17 |
| P-33 | MIAMI LAKES IND PARK SEC 3 | 85 | 62 | 2024-13 |
| P-34 | MIAMI LAKES IND PARK SEC 5 | 93 | 96 | 2024-14 |
| P-35 | MIAMI LAKES -LAKE MARTHA SEC | 86 | 76 | 2023-18 |
| P-36 | MIAMI LAKES -LAKE MARTHA SEC | 86 | 76 | 2023-19 |
| P-37 | MIAMI LAKES PARK ADDITIONS | 89 | 73 | 2023-20 |
| P-38 | MIAMI LAKES PARK ADDITIONS & RIP RIGHTS | 89 | 73 | 2023-21 |
| P-39 | MIAMI LAKES PARK ADDITIONS & RIP RIGHTS | 89 | 73 | 2023-22 |
| P-40 | MIAMI LAKES-LOCH LOMOND WEST | 91 | 95 | 2023-23 |
| P-41 | MIAMI LAKES-LOCH LOMOND WEST | 91 | 95 | 2014-04 |
| P-42 | MIAMI LAKES CYPRESS VILLAS SECTION | 92 | 26 | 2023-24 |
| P-43 | MIAMI LAKES CYPRESS VILLAS SECTION | 92 | 26 | 2023-25 |
| P-44 | MIAMI LAKES-LAKE KATHERINE | 93 | 43 | 2024-15 |
| P-44 | MASON-SMITH OF MIAMI LAKES | 93 | 100 | 2023-26 |
| P-45 | MIAMI LAKES KATHARINE VILLAS | 93 | 43 | 2024-16 |
| P-46 | MIAMI LAKES KATHARINE VILLAS | 93 | 43 | 2024-17 |
| P-47 | MIAMI LAKES KATHARINE VILLAS | 93 | 43 | 2024-18 |
| P-48 | MIAMI LAKES-LOCH LOMOND EAST | 93 | 44 | 2014-05 |

Exhibit A
Miami Lakes Special Tax District Parks
Legal Descriptions

| | | | | |
|-----------------|---|-----|-----|---------|
| P-49 | MIAMI LAKES-LOCH LOMOND EAST | 93 | 44 | 2014-06 |
| P-50 | MIAMI LAKES LOCH NESS SECTION | 93 | 45 | 2014-07 |
| P-51 | MIAMI LAKES LOCH NESS SECTION | 93 | 45 | 2014-08 |
| P-52 | MIAMI LAKES LOCH NESS SECTION | 93 | 45 | 2014-09 |
| P-53 | MIAMI LAKES LOCH ANDREWS | 99 | 92 | 2023-27 |
| P-54 | MIAMI LAKES IND PARK SEC 6 | 100 | 21 | 2024-19 |
| P-56 | MIAMI LAKES WINDMILL GATE SEC | 103 | 41 | 2013-02 |
| P-57 | MIAMI LAKES WINDMILL GATE SEC | 103 | 41 | 2013-03 |
| P-58 | MIAMI LAKES WINDMILL GATE SEC | 103 | 41 | 2013-04 |
| P-59 | MIAMI LAKES EAGLE NEST SEC PT 1 | 106 | 14 | 2024-20 |
| P-60 | MIAMI LAKES EAGLE NEST SEC PT 1 | 106 | 14 | 2024-21 |
| P-61 | MIAMI LAKES EAGLE NEST SEC PT 2 | 106 | 22 | 2013-05 |
| P-62 | MIAMI LAKES LOCH ISLE | 110 | 19 | 2023-28 |
| P-63 | MIAMI LAKES LOCH ISLE | 110 | 19 | 2023-29 |
| P-64 | MIAMI LAKES LOCH ISLE | 110 | 19 | 2023-30 |
| P-65 | MIAMI LAKES LOCH ISLE | 110 | 19 | 2023-31 |
| P-66 | MIAMI LAKES-LAKE GLENN ELLEN | 113 | 99 | 2022-03 |
| P-67 | MIAMI LAKES-LAKE GLENN ELLEN | 113 | 99 | 2022-04 |
| P-68 | MIAMI LAKES-LAKE GLENN ELLEN | 113 | 99 | 2022-05 |
| P-69 | MIAMI LAKES-LAKE SANDRA | 115 | 6 | 2022-06 |
| P-70 | MIAMI LAKES-LAKE SANDRA | 115 | 6 | 2022-07 |
| P-71 | MIAMI LAKES-LAKE SANDRA | 115 | 6 | 2022-08 |
| P-72 | MIAMI LAKES-LAKE SANDRA | 115 | 6 | 2022-09 |
| P-73 | MIAMI LAKES-LAKE SANDRA | 115 | 6 | 2022-10 |
| P-74 | MIAMI LAKES MEADOW WALK | 116 | 13 | 2014-10 |
| P-74 | MIAMI LAKES IND PARK SEC 9 | 117 | 76 | 2022-11 |
| P-75 | MIAMI LAKES-LAKE CYNTHIA SECTION ONE | 125 | 29 | 2022-12 |
| P-76 | MIAMI LAKES-LAKE CAROL | 127 | 31 | 2022-13 |
| P-77 | MIAMI LAKES-LAKE CAROL | 127 | 31 | 2022-14 |
| P-78 | MIAMI LAKES-LAKE CAROL REPLT 4 | 134 | 41 | 2022-15 |
| P-79 | MIAMI LAKES-LAKE CAROL | 127 | 31 | 2022-16 |
| P-80 | MIAMI LAKES-LAKE CYNTHIA SECTION 2 | 127 | 35 | 2022-17 |
| P-81 | MIAMI LAKES-LAKE CYNTHIA SECTION 2 | 127 | 35 | 2022-18 |
| P-82 | MIAMI LAKES-LAKE ELIZABETH SECTION ONE | 128 | 71 | 2022-19 |
| P-83 | MIAMI LAKES-LAKE ELIZABETH SECTION 4 | 134 | 40 | 2022-20 |
| TRACT "A" | MIAMI LAKES LOCH ISLE | 110 | 19 | 2023-32 |
| TRACT "A" | As per BCC RESOLUTION # 10319, NOVEMBER 30, 1964 | N/A | N/A | 2024-22 |
| | | | | |
| **NOTE** | This listing does not include various cul-de-sacs and greenways, formerly maintained by the Special Taxing District, but contained within the rights-of-way | | | |

\$77,640,000
Miami-Dade County, Florida
Public Service Tax Revenue Bonds (UMSA Public Improvements)
Series 1999
Debt Service Schedule

| Fiscal Year Ending September 30, | Type | Interest Rate | Principal | Interest | Total Debt Service | Miami Lakes Yearly Payments |
|-------------------------------------|--------|---------------|------------|------------|-----------------------|-----------------------------------|
| 2012 | Serial | 4.38% | 2,860,000 | 2,471,975 | 5,331,975 | 153,423 |
| 2013 | Serial | 5.00% | 2,995,000 | 2,334,537 | 5,329,537 | 153,423 |
| 2014 | Serial | 5.13% | 3,140,000 | 2,179,200 | 5,319,200 | 153,423 |
| 2015 | Serial | 5.13% | 3,290,000 | 2,014,432 | 5,304,432 | 153,423 |
| 2016 | Serial | 5.13% | 3,450,000 | 1,841,719 | 5,291,719 | 153,423 |
| 2017 | Serial | 5.25% | 3,620,000 | 1,658,288 | 5,278,288 | 153,423 |
| 2018 | Serial | 5.25% | 3,805,000 | 1,463,381 | 5,268,381 | 153,423 |
| 2019 | Term 1 | 5.00% | 3,995,000 | 1,263,625 | 5,258,625 | 153,423 |
| 2020 | Term 1 | 5.00% | 4,200,000 | 1,058,750 | 5,258,750 | 153,423 |
| 2021 | Term 2 | 5.00% | 4,415,000 | 843,375 | 5,258,375 | 153,423 |
| 2022 | Term 2 | 5.00% | 4,645,000 | 616,875 | 5,261,875 | 153,423 |
| 2023 | Term 2 | 5.00% | 4,880,000 | 378,750 | 5,258,750 | 153,423 |
| 2024 | Term 2 | 5.00% | 5,135,000 | 128,375 | 5,263,375 | 153,423 |
| | | | 72,290,000 | 51,310,802 | 123,600,802 | 1,994,499 |



CFN 2011R0370105
 DR Bk 27713 Pgs 2240 - 2244; (5pgs)
 RECORDED 06/07/2011 14:14:47
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Instrument prepared under the direction of
 Monica Rizo, Assistant County Attorney:
 111 N.W. 1 Street, 28 Floor
 Miami, Florida 33128-1907

COUNTY DEED

THIS DEED, made this ^{6th} day of July, 2011 A.D. by MIAMI-DADE COUNTY, FLORIDA (the "County"), a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the TOWN OF MIAMI LAKES (the "Town"), party of the second part, whose address is 8004 N.W.154th Street, PMB #378, Miami Lakes, Florida 33016.

WITNESSETH:

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, Miami Lakes Special Tax District Parks, to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

EXHIBIT A

The Town shall: a) maintain the properties in perpetuity as public parks, b) agree to govern itself, in regards to the subject property, in accordance with Article 7 of the County Charter, c) keep the parks open to all Miami-Dade County residents, d) allow Miami-Dade County residents equal access and use of the parks and not discriminate in program registration, pricing and other policies, (e) timely pay its pro-rata share of debt service on Quality Neighborhood Improvement Program (QNIP) bonds ("Debt Service Shares") until such time as the debt service on the QNIP bonds has been legally defeased and/or paid in full and timely pay its past due amounts of Debt Service Share, all in accordance with the Interlocal Agreement dated [] by and between the County and the Town, and (f) make every good faith effort to develop, operate and maintain the parks in a manner that provides appropriate active and

passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the Town to abide by any of the restrictions listed in (a) through (f), the County shall provide the Town with written notice of the alleged violations including a statement that "The County may exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the Town shall cure the violation. If the violation is of a type that cannot be cured within this time period, the Town shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the Board of County Commissioners. If the Town fails to cure the violation within the specified time period, as determined within the sole discretion of the County, then the County shall have the right, but not the obligation to exercise an immediate right of re-entry by providing notice of same and title to the subject park and any improvements thereon shall revert to and vest in the County, without the necessity of obtaining a court order therefore. Upon same, the Town shall deed the park by Warranty Deed to the County and the Town specifically waives, by acceptance of this County Deed, any entitlement to or right to seek any compensation whatsoever for said park, and any monetary investments and improvements made to the subject park shall be forfeited without any right to compensation.

This grant conveys only the interest of the County and its Board of County Commissioners in the properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)



ATTEST:

HARVEY RUVIN, CLERK

By:

Clayton Adams
Deputy Clerk

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

By:

Joe A. Martinez
Honorable Joe A. Martinez
Chairman, Board of County
Commissioners

Approved for legal sufficiency: MM

The foregoing was authorized and approved by Resolution No. R- 355-11 of the Board of County Commissioners of Miami-Dade County, Florida, on the 3rd day of May, 20 11.

Exhibit A
Miami Lakes Special Tax District Parks
Legal Descriptions

| PARCEL NAME | PLAT NAME | PB | PB PG | ID # |
|--------------------|---|-----------|--------------|-------------|
| LOT "D" | FIRST ADDN TO MIAMI LAKES SEC SIX | 85 | 90 | 2023-33 |
| LOT 22 | MIAMI LAKES-LAKE GLENN ELLĒN | 113 | 99 | 2022-01 |
| LOT 41 | MIAMI LAKES-LAKE GLENN ELLĒN | 113 | 99 | 2022-02 |
| P-01 | MIAMI LAKES-LOCH LOMOND | 76 | 91 | 2014-01 |
| P-02 | MIAMI LAKES SEC ONE | 75 | 35 | 2024-01 |
| P-02 | MIAMI LAKES-LOCH LOMOND | 76 | 91 | 2014-02 |
| P-03 | MIAMI LAKES SEC ONE | 75 | 35 | 2024-02 |
| P-03 | MIAMI LAKES-LOCH LOMOND | 76 | 91 | 2014-03 |
| P-04 | MIAMI LAKES SEC ONE | 75 | 35 | 2024-03 |
| P-05 | MIAMI LAKES SEC ONE | 75 | 35 | 2024-04 |
| P-06 | MIAMI LAKES SEC ONE | 75 | 35 | 2024-05 |
| P-07 | MIAMI LAKES SEC ONE | 75 | 35 | 2024-06 |
| P-08 | MIAMI LAKES SEC ONE & RIP RIGHTS | 75 | 35 | 2024-07 |
| P-10 | MIAMI LAKES SEC 2 | 76 | 70 | 2024-08 |
| P-11 | MIAMI LAKES SEC 2 | 76 | 70 | 2024-09 |
| P-12 | MIAMI LAKES SEC 3 | 78 | 47 | 2024-10 |
| P-13 | MIAMI LAKES SEC 3 | 78 | 47 | 2024-11 |
| P-14 | MIAMI LAKES SEC 3 | 78 | 47 | 2024-12 |
| P-15 | MIAMI LAKES SEC 4 | 79 | 8 | 2023-01 |
| P-16 | MIAMI LAKES SEC 4 | 79 | 8 | 2023-02 |
| P-17 | MIAMI LAKES SEC 4 | 79 | 8 | 2023-03 |
| P-18 | MIAMI LAKES SEC 4 | 79 | 8 | 2023-04 |
| P-19 | MIAMI LAKES SEC 4 | 79 | 8 | 2023-05 |
| P-20 | MIAMI LAKES SEC 4 | 79 | 8 | 2023-35 |
| P-21 | MIAMI LAKES SEC 5 | 79 | 81 | 2023-06 |
| P-22 | MIAMI LAKES SEC 5 | 79 | 81 | 2023-07 |
| P-23 | MIAMI LAKES SEC 5 | 79 | 81 | 2023-08 |
| P-24 | MIAMI LAKES SEC 6 | 81 | 66 | 2023-09 |
| P-25 | MIAMI LAKES-LOCH LOMOND WEST | 91 | 95 | 2023-10 |
| P-26 | MIAMI LAKES HILDA TOWNHOUSE SECTION | 81 | 72 | 2023-11 |
| P-27 | MIAMI LAKES HILDA TOWNHOUSE SECTION | 81 | 72 | 2023-12 |
| P-28 | MIAMI LAKES SEC 6 | 84 | 34 | 2023-13 |
| P-29 | MIAMI LAKES SEC 7 | 84 | 34 | 2023-14 |
| P-30 | MIAMI LAKES SEC 7 | 84 | 34 | 2023-15 |
| P-31 | MIAMI LAKES SEC 7 | 84 | 34 | 2023-16 |
| P-32 | MIAMI LAKES SEC 7 | 84 | 34 | 2023-17 |
| P-33 | MIAMI LAKES IND PARK SEC 3 | 85 | 62 | 2024-13 |
| P-34 | MIAMI LAKES IND PARK SEC 5 | 93 | 98 | 2024-14 |
| P-35 | MIAMI LAKES -LAKE MARTHA SEC | 86 | 76 | 2023-18 |
| P-36 | MIAMI LAKES -LAKE MARTHA SEC | 86 | 76 | 2023-19 |
| P-37 | MIAMI LAKES PARK ADDITIONS | 89 | 73 | 2023-20 |
| P-38 | MIAMI LAKES PARK ADDITIONS & RIP RIGHTS | 89 | 73 | 2023-21 |
| P-39 | MIAMI LAKES PARK ADDITIONS & RIP RIGHTS | 89 | 73 | 2023-22 |
| P-40 | MIAMI LAKES-LOCH LOMOND WEST | 91 | 95 | 2023-23 |
| P-41 | MIAMI LAKES-LOCH LOMOND WEST | 91 | 95 | 2014-04 |
| P-42 | MIAMI LAKES CYPRESS VILLAS SECTION | 92 | 26 | 2023-24 |
| P-43 | MIAMI LAKES CYPRESS VILLAS SECTION | 92 | 26 | 2023-25 |
| P-44 | MIAMI LAKES-LAKE KATHERINE | 93 | 43 | 2024-15 |
| P-44 | MASON-SMITH OF MIAMI LAKES | 93 | 100 | 2023-26 |
| P-45 | MIAMI LAKES KATHARINE VILLAS | 93 | 43 | 2024-16 |
| P-46 | MIAMI LAKES KATHARINE VILLAS | 93 | 43 | 2024-17 |
| P-47 | MIAMI LAKES KATHARINE VILLAS | 93 | 43 | 2024-18 |
| P-48 | MIAMI LAKES-LOCH LOMOND EAST | 93 | 44 | 2014-05 |

Exhibit A
 Miami Lakes Special Tax District Parks
 Legal Descriptions

| | | | | |
|---|---|-----|-----|---------|
| P-49 | MIAMI LAKES-LOCH LOMOND EAST | 93 | 44 | 2014-06 |
| P-50 | MIAMI LAKES LOCH NESS SECTION | 93 | 45 | 2014-07 |
| P-51 | MIAMI LAKES LOCH NESS SECTION | 93 | 45 | 2014-08 |
| P-52 | MIAMI LAKES LOCH NESS SECTION | 93 | 45 | 2014-09 |
| P-53 | MIAMI LAKES LOCH ANDREWS | 99 | 92 | 2023-27 |
| P-54 | MIAMI LAKES IND PARK SEC 6 | 100 | 21 | 2024-19 |
| P-56 | MIAMI LAKES WINDMILL GATE SEC | 103 | 41 | 2013-02 |
| P-57 | MIAMI LAKES WINDMILL GATE SEC | 103 | 41 | 2013-03 |
| P-58 | MIAMI LAKES WINDMILL GATE SEC | 103 | 41 | 2013-04 |
| P-59 | MIAMI LAKES EAGLE NEST SEC PT 1 | 106 | 14 | 2024-20 |
| P-60 | MIAMI LAKES EAGLE NEST SEC PT 1 | 106 | 14 | 2024-21 |
| P-61 | MIAMI LAKES EAGLE NEST SEC PT 2 | 106 | 22 | 2013-05 |
| P-62 | MIAMI LAKES LOCH ISLE | 110 | 19 | 2023-28 |
| P-63 | MIAMI LAKES LOCH ISLE | 110 | 19 | 2023-29 |
| P-64 | MIAMI LAKES LOCH ISLE | 110 | 19 | 2023-30 |
| P-65 | MIAMI LAKES LOCH ISLE | 110 | 19 | 2023-31 |
| P-66 | MIAMI LAKES-LAKE GLENN ELLEN | 113 | 99 | 2022-03 |
| P-67 | MIAMI LAKES-LAKE GLENN ELLEN | 113 | 99 | 2022-04 |
| P-68 | MIAMI LAKES-LAKE GLENN ELLEN | 113 | 99 | 2022-05 |
| P-69 | MIAMI LAKES-LAKE SANDRA | 115 | 6 | 2022-06 |
| P-70 | MIAMI LAKES-LAKE SANDRA | 115 | 6 | 2022-07 |
| P-71 | MIAMI LAKES-LAKE SANDRA | 115 | 6 | 2022-08 |
| P-72 | MIAMI LAKES-LAKE SANDRA | 115 | 6 | 2022-09 |
| P-73 | MIAMI LAKES-LAKE SANDRA | 115 | 6 | 2022-10 |
| P-74 | MIAMI LAKES MEADOW WALK | 116 | 13 | 2014-10 |
| P-74 | MIAMI LAKES IND PARK SEC 9 | 117 | 76 | 2022-11 |
| P-75 | MIAMI LAKES-LAKE CYNTHIA SECTION ONE | 125 | 29 | 2022-12 |
| P-76 | MIAMI LAKES-LAKE CAROL | 127 | 31 | 2022-13 |
| P-77 | MIAMI LAKES-LAKE CAROL | 127 | 31 | 2022-14 |
| P-78 | MIAMI LAKES-LAKE CAROL REPLT 4 | 134 | 41 | 2022-15 |
| P-79 | MIAMI LAKES-LAKE CAROL | 127 | 31 | 2022-16 |
| P-80 | MIAMI LAKES-LAKE CYNTHIA SECTION 2 | 127 | 35 | 2022-17 |
| P-81 | MIAMI LAKES-LAKE CYNTHIA SECTION 2 | 127 | 35 | 2022-18 |
| P-82 | MIAMI LAKES-LAKE ELIZABETH SECTION ONE | 128 | 71 | 2022-19 |
| P-83 | MIAMI LAKES-LAKE ELIZABETH SECTION 4 | 134 | 40 | 2022-20 |
| TRACT "A" | MIAMI LAKES LOCH ISLE | 110 | 19 | 2023-32 |
| TRACT "A" | As per BCC RESOLUTION # 10319, NOVEMBER 30,1964 | N/A | N/A | 2024-22 |
| **NOTE** This listing does not include various cul-de-sacs and greenways, formerly maintained by the Special Taxing District, but contained within the rights-of-way | | | | |