

January 30, 2002

Facilities Planning and Construction  
Suzanne A. Marshall, Chief Facilities Officer (Construction)

**SUBJECT: AUTHORIZATION TO ACCEPT A DECLARATION OF RESTRICTIONS IN CONNECTION WITH ADMINISTRATIVE SITE PLAN REVIEW APPLICATION NO. 02-01, GULFSIDE DADELAND, LTD. (WILLIAMSON CADILLAC PROPERTY) FOR A CONTRIBUTION IN ADDITION TO EDUCATIONAL FACILITIES IMPACT FEES**

**Introduction**

Gulfside Dadeland, Ltd. (Applicant) is requesting an Administrative Site Plan Review for a mixed-use development on a 7.43-acre property currently occupied by Williamson Cadillac (Property). The property is located at the southeast corner of North Kendall Drive and Dadeland Boulevard.

**Background**

On April 15, 1999, the Property received County approval for a mixed-use development consisting of retail space, restaurants, movie theaters, office space and a residential component with 240 units (Miami-Dade County Resolution No. Z-12-99). Prior to that, on March 17, 1999, the School Board (Board) approved a Declaration of Restrictions (Declaration) establishing a contribution in addition to Educational Facilities Impact Fees (see Attachment "A" - Board item and Declaration) in the amount of \$79,000. Pursuant to that Declaration, this was based on a contribution of \$1,580 for each of the 50 estimated students generated by the proposed development. That project has been abandoned and substituted with a new mixed-use development consisting of a residential component of 373 units and office/retail, pursuant to the Downtown Kendall Urban Center Zoning Ordinance.

**Additional Information**

Based on a new estimated student population generation of 78 students (see Attachment "B"), the applicant wishes to establish a new Declaration (see Attachment "C") with a proportional adjustment in the contribution to \$123,240 (at \$1,580 per student) over and above Educational Facilities Impact Fees. Furthermore, the applicant has proffered in the Declaration that to the extent that more than 373 residential units are approved by Miami-Dade County, the amount of the contribution shall be increased on a pro rata basis of \$1,580 per student generated. To the extent that less than 373 residential units are approved by Miami-Dade County, the amount of the contribution shall be decreased on a pro rata basis of \$1,580 per student generated.

The new Declaration will be reviewed by the School Board Attorney's Office prior to the Board meeting.

Copies of the Board item will be placed on file in the Citizen Information Center and Recording Secretary's Office.

The owners of the subject property are George E. Williamson, II and Thomas W. Williamson. The contract purchasers are SJJW Investors, which is owned by Stefan Johansson and Jackson Ward and BDPB Dadeland, LLC, which is owned by Barry Brant.

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida, authorize the Superintendent to accept a new Declaration of Restrictions for Administrative Site Plan Review Application No. 02-01, Gulfside Dadeland, Ltd. (Williamson Cadillac Property) for a contribution in addition to educational facilities impact fees, under the terms and conditions set forth above.

ADA:lh

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PAGE 02

Office of Superintendent of Schools  
Board Meeting of March 17, 1999

February 24, 1999

Deputy Superintendent of Schools  
Henry C. Fraind

**SUBJECT: AUTHORIZATION TO ACCEPT A DECLARATION OF RESTRICTIONS FOR APPLICATION NO. 98-142, GEORGE E. WILLIAMSON, III, AND THOMAS W. WILLIAMSON, FOR A VOLUNTARY CONTRIBUTION IN ADDITION TO EDUCATIONAL FACILITIES IMPACT FEES**

George E. Williamson, II, and Thomas W. Williamson (applicants), are requesting a special exception for site plan approval for 7.43 acres located at the southeast corner of North Kendall Drive and Dadeland Boulevard (see attached location map). The proposed mixed-use development includes 240 residential units, and is consistent with the Miami-Dade County Comprehensive Development Master Plan (CDMP) and is within the current Urban Development Boundary.

The estimated student population generated by this application is 50 students. The schools that will be impacted are Kenwood Elementary School (27 students - permanent utilization of 123%), Glades Middle School (12 students - permanent utilization of 181%), and South Miami Senior High School (11 students - permanent utilization of 136%). The impacted feeder patterns are South Miami Senior High, with an overall feeder pattern utilization of 140% and Miami Killian Senior High, with an overall feeder pattern utilization of 121% (see attached analysis).

Pursuant to established negotiating procedures, Management Team meetings were held on December 11, 1998, January 8, 1999, and January 22, 1999, to negotiate with the applicant. Based on these negotiations and in order to mitigate the impact of this proposed 240-unit development, the applicant has proffered a Declaration of Restrictions (Declaration) to benefit the Board by donating funds in the amount of \$79,000. Should a different number of units ultimately be approved, the donation will be proportionately modified consistent with the impact. Such payment will be made in addition to impact fees (estimated to be \$432,000, based on the countywide average impact fee). The contribution will be paid prior to the issuance of the first residential building permit. The Declaration places no restriction on the expenditure of the contribution by the Board.

The Declaration will be reviewed by the School Board Attorney's Office.

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**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida, authorize the acceptance of a Declaration of Restrictions for Application No. 98-142, George E. Williamson, II, and Thomas W. Williamson, for a voluntary contribution in addition to educational facilities impact fees, under the terms and conditions set forth above.

PG:ada

### SCHOOL IMPACT REVIEW ANALYSIS

APPLICATION: No. 98-142, George E. Williamson, II, and Thomas W. Williamson  
REQUEST: Special exception for site plan approval for a mixed-use development  
ACRES: 7.43 acres  
LOCATION: Southeast corner of North Kendall Drive and Dadeland Boulevard  
NUMBER OF UNITS: 240 multifamily units  
ESTIMATED STUDENT POPULATION: 50 students  
ELEMENTARY: 27  
MIDDLE: 12  
SENIOR: 11

SCHOOLS SERVING AREA OF APPLICATION:

ELEMENTARY: Kenwood Elementary - 9300 S.W. 79 Avenue  
MIDDLE: Glades Middle - 9451 S.W. 64 Street  
SENIOR HIGH: South Miami Senior - 6856 S.W. 53 Street

**SCHOOL UTILIZATION:** The October 1998 FTE membership, permanent utilization, permanent/temporary utilization and program capacity utilization are as follows:

	MEMBERSHIP	PERMANENT UTILIZATION	PERMANENT/ TEMPORARY UTILIZATION	PROGRAM CAPACITY UTILIZATION
Kenwood Elem.	797	123%	97%	134%
Glades Middle	1554	181%	146%	130%
South Miami Sr.	2616	138%	128%	127%
Feeder Patterns:	South Miami Senior	140%		
	Miami Killian Sr.	121%		

**PLANNED RELIEF SCHOOLS IN THE AREA:**

School	Status	Occupancy Date
N/A		

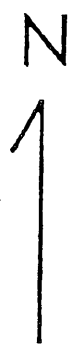
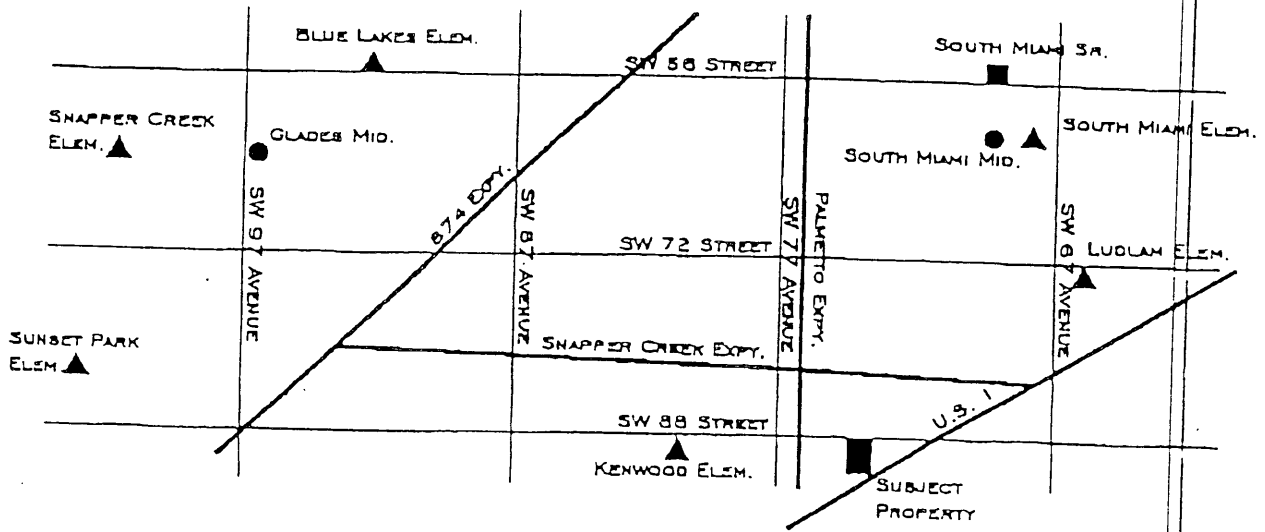
**OPERATING COSTS:** According to Financial Affairs, the average cost for K-12 grade students amounts to \$5,062 per student. The total annual operating cost for additional students residing in this development, if approved, would total \$253,100.

**CAPITAL COSTS:** Based on the 1994-95 Educational Facilities Impact Fee Study, construction costs for the estimated additional students to be generated by the proposed development are:

ELEMENTARY	27 x	\$ 11,790	=	\$ 318,330
MIDDLE	12 x	\$ 12,232	=	\$ 146,784
SENIOR	11 x	\$ 18,619	=	\$ 204,809
Total Potential Capital Cost			=	\$ 669,923

The School Board's estimated capital costs are based upon the actual costs of land acquisition, land development and construction of elementary, middle or senior high school facilities. Such costs do not include furniture, fixtures or equipment, buses or other capital costs.

# LOCATION MAP







OFF: 1861212087  
REC: 1861212087

This instrument was prepared by  
and when recorded return to:  
Michael Radell, Esq.  
Bercow & Radell, P.A.  
200 S. Biscayne Blvd.  
Miami, FL 33131-2385

99R256242 1999 MAY 18 09:44

(Space Above For Recorder's Use Only)

DECLARATION OF RESTRICTIONS

The undersigned, as Owner(s) of the following described real property (the "Property"), lying, being and situated in Miami-Dade County, Florida, and legally described as:

See Exhibit A

*IN ORDER TO ASSURE* the *Board of County Commissioners* that the representations made to them by the Owner will be abided by the Owner, its successors or assigns freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That this Declaration shall become final and shall be recorded in the Public Records of Miami-Dade County and is conditioned upon the approval of Public Hearing Application No. 98-142 by the Board of County Commissioners of Miami-Dade County, Florida and expiration of all applicable appeal periods.
- (2) That the Property shall be developed substantially in accordance with the spirit and intent of the plans previously submitted and entitled "Dadeland Junction" as prepared by Spillis Candella and Partners, Inc., dated 10/28/98 and updated 3/15/99, consisting of 36 sheets, along with plans entitled "Sketch of Boundary Survey" as prepared by E.R. Brownell and Associates, Inc., dated last revised 6/15/98, consisting of 3 sheets, a plan entitled "Liquor Survey" as prepared by E.R. Brownell and Associates, Inc., dated 10/27/98, consisting of (1) sheet, for a total of 40 sheets.
- (3) That the Owner shall contribute to the Dade County School Board \$79,000 based on 240 residential units, in addition to the school impact fees required by Section 33-K of the Miami-Dade County Code for the development of the Property and no impact fee credit shall be sought by the Owner for said contribution. To the extent that less than two hundred and forty (240) residential units are approved by the Board of County Commissioners or the Miami-Dade Plat Committee, the amount of the contribution shall be reduced on a pro rata basis of \$1,580 per student. No more than 240 residential units shall be developed on the Property.

## Declaration of Restrictions

## Page Two

- (4) That the payment of the contribution of \$79,000 shall be made prior to the issuance of the first residential building permit.
- (5) County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.
- (6) Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner'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 Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.
- (7) Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.
- (8) Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner or a majority of the owners of all of the Property provided that the same is also approved by the Board of County Commissioners or the Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing. No modification that affects the School Board shall be permitted unless prior approval is obtained from the School Board.
- Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.
- (10) Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This

Declaration of Restrictions  
Page Three

enforcement provision shall be in addition to any other remedies available at law or in equity or both.

- (11) Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event payments or improvements or donations are not made in accordance with the terms of this Declaration, in addition to any other remedies available, Miami-Dade County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.
- (12) Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
- (13) Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.
- (14) Severability. Invalidation of any one of these covenants, by judgment of Court, in no way shall affect any of the other provisions which shall remain in full force and effect.
- (15) Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the application.

ACKNOWLEDGMENT INDIVIDUAL

Signed, witnessed, executed and acknowledged on this 15 day of March, 1999.

WITNESSES:

Dorene Mitchell

Signature

DORENE MITCHELL

Print Name

Mirta Meireles

Signature

Mirta Meireles

Print Name

George E. Williamson, II

George E. Williamson, II

Address:

7250 North Kendall Drive

Miami, Florida 33156

STATE OF FLORIDA

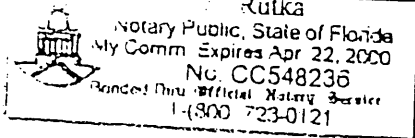
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by George E. Williamson, II, who is personally known to me or has produced Driver's License, as identification.

Witness my signature and official seal this 15 day of March, 1999, in the County and State aforesaid, the date and year last aforesaid.

took an oath

did not take an oath



Rutka  
Notary Public-State of Florida

Rutka

Print Name

My Commission Expires:

OFF: 18612PC2091  
REC: 18612PC2091

ACKNOWLEDGMENT  
INDIVIDUAL

Signed, witnessed, executed and acknowledged on this 15 day of March, 1999.

WITNESSES:

Darlene Mitchell

Signature

DARLENE MITCHELL

Print Name

[Signature]

Signature

Marta Meireles

Print Name

[Signature]

Thomas W. Williamson

Address:

7250 North Kendall Drive  
Miami, Florida 33156

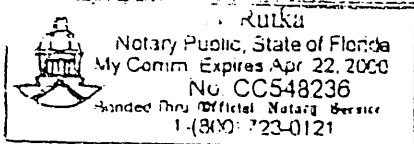
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Thomas W. Williamson, who is personally known to me or has produced [Signature] as identification.

Witness my signature and official seal this 15 day of March, 1999, in the County and State aforesaid, the date and year last aforesaid.

- took an oath
- did not take an oath



My Commission Expires:

[Signature]  
Notary Public-State of Florida

[Signature]  
Print Name

OFF: 1861272092  
REC: 1861272092

JOINDER BY MORTGAGEE

The undersigned, George Williamson Cadillac Company, a Florida corporation and Mortgagee under that certain mortgage from George E. Williamson, II and Thomas W. Williamson dated the 14<sup>th</sup> day of December, 1979, and recorded in Official Records Book 10602, Page 1623, of the Public Records of Miami-Dade County, Florida, in the original amount of \$ 1,000,000 covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 15 day of March, 1999.

Witnesses:

Doreen Mitchell  
Signature

Doreen Mitchell  
Print Name

[Signature]  
Signature

Mirta Meireles  
Print Name

Thomas W. Williamson

By: Thomas W. Williamson,  
Vice-President  
George Williamson Cadillac Company

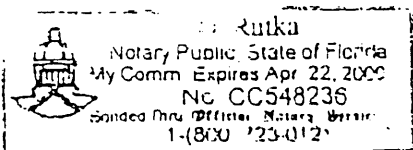
Address:  
7250 North Kendall Drive  
Miami, FL 33156

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Thomas W. Williamson, the Vice-President of George Williamson Cadillac Corporation Corporation, a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced drivers license, as identification.

Witness my signature and official seal this 15 day of March, 1999, in the County and State aforesaid, the date and year last aforesaid.



My Commission Expires:

[Signature]  
Notary Public - State of Florida  
Rutka  
Print Name

OFF REC 1861202093

### JOINDER BY MORTGAGEE

The undersigned, GENERAL MOTORS ACCEPTANCE CORPORATION, a New York corporation and Mortgagee under that certain mortgage from George E. Williamson, II and Thomas W. Williamson dated the 22<sup>nd</sup> day of April, 1998, and recorded in Official Records Book 13656, Page 577, of the Public Records of Miami-Dade County, Florida, in the original amount of \$ 17,361,271.00 and O.R. Book 14865, Page 2286 and Cross-Collateral and Cross-Default Agreement filed in O.R. Book 14865, Page 2296, as modified and consolidated by Mortgage Modification Agreement filed in O.R. Book 15996, Page 4791 and Future Advance Notices filed in O.R. Book 16004, Page 10859; O.R. Book 16945, Page 1863; and O.R. Book 17612, Page 1495, and Mortgage filed in O.R. Book 16601, Page 3909, and Cross-Collateralization and Cross-Default Agreements filed in O.R. Book 16617, Page 4011; O.R. Book 17941 Page 3029; and O.R. Book 18218, Page 904; and Mortgage dated July 10, 1998, recorded in O.R. Book 18184, Page 3654 and re-recorded in O.R. Book 18243, Page 4530, all of the Public Records of Miami-Dade County, Florida.

IN WITNESS WHEREOF, these presents have been executed this 15<sup>th</sup> day of March, 1999.

Witnesses:

[Signature]  
Signature  
JEFF K. JENKINS  
Print Name

[Signature]  
Signature  
Connie E. Garner  
Print Name

D H BORCHELT  
On behalf of  
General Motors Acceptance  
Corporation

Address:  
2859 Paces Ferry Rd St 800  
ATLANTA GA 30339

By [Signature]  
(President, Vice-President or CEO)  
Print Name and Title

STATE OF GEORGIA

COUNTY OF BARTOW

The foregoing instrument was acknowledged before me by D. H. BORCHELT, of General Motors Acceptance Corporation, a New York corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_, as identification.

Witness my signature and official seal this 15<sup>th</sup> day of March, 1999, in the County and State aforesaid, the date and year last aforesaid.

[Signature]  
Notary Public-State of Georgia - Bartow Co

NANCY ABERNATHY  
Print Name

My Commission Expires:

## EXHIBIT A

PARCEL I

Portions of Tract "C" of PALMETTO-KENDAL HEIGHTS, Plat Book 70 at Page 47 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the NE corner of Tract "C" of PALMETTO-KENDAL HEIGHTS, Plat Book 70 at Page 47 of the Public Records of Dade County, Florida; Thence South 4 degrees 11 minutes 23 seconds East, along the East line of the said Tract "C" for a distance of 3.0 feet to a point on the South right-of-way line of North Kendal Drive; Thence South 85 degrees 27 minutes 47 seconds West, along the south right-of-way line of North Kendal Drive for a distance of 723.27 feet to a point on the West line of the Florida State Road Department Easement shown in the said Tract "C" and the point of beginning of the parcel of land herein described; Thence continue South 85 degrees 27 minutes 47 seconds West, along the South right-of-way line of North Kendal Drive for a distance of 330.00 feet; Thence South 4 degrees 32 minutes 13 seconds East for a distance of 400.00 feet; Thence North 85 degrees 27 minutes 47 seconds East for a distance of 327.72 feet to a point on the West line of the said Florida State Road Department Easement; Thence North 4 degrees 12 minutes 37 seconds West along the West line of the said Florida State Road Department Easement for a distance of 400.01 feet to the point of beginning containing 131,544.00 square feet, more or less.

-AND-

PARCEL II

A portion of Tract "C" of PALMETTO-KENDAL HEIGHTS, Plat Book 70 at Page 47 of the Public Records of Dade County, Florida; being more particularly described as follows:

Commence at the NE corner of Tract "C" of PALMETTO-KENDAL HEIGHTS, Plat Book 70 at Page 47 of the Public Records of Dade County, Florida; Thence South 4 degrees 11 minutes 23 seconds East, along the East line of the said Tract "C" for a distance of 3.0 feet to a point on the south right-of-way line of North Kendal Drive; Thence South 85 degrees 27 minutes 47 seconds West, along the South right-of-way line of North Kendal Drive for a distance of 1,053.27 feet; Thence South 4 degrees 32 minutes 13 seconds East for a distance of 400.00 feet to the point of beginning of the parcel of land herein described; Thence continue South 4 degrees 32 minutes 13 seconds East for a distance of 200.00 feet; Thence North 85 degrees 27 minutes 47 seconds East for a distance of 326.58 feet to a point on the West line of the Florida State Road Department Easement shown in the said Tract "C"; Thence North 4 degrees 12 minutes 37 seconds West, along the West Line of the said Florida State Road Department Easement, for a distance of 200.00 feet to a point which is located 400.00 feet South of, as measured at right angles to, the South right-of-way line of North Kendal Drive; Thence South 85 degrees 27 minutes 47 second West for a distance of 327.72 feet to the point of beginning containing 65,430.00 square feet, more or less.

VERIFIED  
By *[Signature]* 2/17/99



-AND -

OFF. REC. 1861212095

PARCEL III

A portion of Tract "C" of PALMETTO-KENDAL HEIGHTS, according to the plat thereof recorded in Plat Book 70 at Page 47 of the Public Records of Dade County, Florida described as follows:

Commence at the NE corner of Tract "C" of PALMETTO-KENDAL HEIGHTS, according to the plat thereof recorded in Plat Book 70 at Page 47 of the Public Records of Dade County, Florida; Thence run South 4 degrees 11 minutes 23 seconds East along the East line of said Tract "C" for a distance of 3.0 feet to a point on the South right-of-way line of North Kendal Drive; Thence run South 85 degrees 27 minutes 47 seconds West along the South right-of-way line of North Kendal Drive for a distance of 723.27 feet to the point of beginning of the parcel of land herein described; Thence run South 4 degrees 12 minutes 37 seconds East for a distance of 600.01 feet to the point thence run North 85 degrees 27 minutes 47 seconds East for a distance of 25 feet to a point; Thence run North 4 degrees 12 minutes 37 seconds West for a distance of 600.01 feet to a point on the South right-of-way of North Kendal Drive; Thence run South 85 degrees 27 minutes 47 second West along said south right-of-way line of North Kendal Drive a distance of 25 feet to the point of beginning containing 15,000 square feet, more or less.

ALL LESS

A portion of Tract "C" of PALMETTO-KENDAL HEIGHTS, according to the plat thereof recorded in Plat Book 70 at Page 47 of the Public Records of Dade County, Florida, lying in the NW 1/4 of Section 2, Township 55 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "C"; Thence run South 02 degrees 10 minutes 35 seconds East along the East line of said Tract "C" for a distance of 3.00 feet to the point of intersection with the Southerly right-of-way line of North Kendal Drive (S.W. 88th Street); Thence run South 87 degrees 28 minutes 50 seconds West along the Southerly right-of-way line of North Kendal Drive (S.W. 88th Street) for a distance of 1053.27 feet to the Point of Beginning of the herein described parcel; Thence run South 02 degrees 31 minutes 10 seconds East for a distance of 600.00 feet to the point of intersection with a line that is 600.00 feet South of and parallel with the Southerly right-of-way line of North Kendal Drive (S.W. 88th Street); Thence run North 87 degrees 28 minutes 50 seconds East along the line that is 600.00 feet South of and parallel with the Southerly right-of-way line of North Kendal Drive (S.W. 88th Street) for a distance of 19.62 feet to a point; Thence run North 02 degrees 31 minutes 10 seconds West for a distance of 236.06 feet to the point of curvature of a circular curve to the left; Thence run Northerly along the arc of said circular curve to the left, having a radius of 1944.86 feet, through a central angle of 03. degrees 32 minutes 49.3 seconds, for an arc distance of 120.40 feet to the point of reverse curvature of a circular curve to the right; Thence run Northerly along the arc of said circular curve to the right, having a radius of 1874.86 feet, through a central

angle of 03 degrees 32 minutes 49.3 seconds, for an arc distance of 116.07 feet to a point Thence run North 02 degrees 31 minutes 10 seconds West along a line tangent to the previously described curve for a distance of 102.62 feet to the point of curvature of a circular curve to the right; Thence run Northeasterly along the arc of said circular curve to the right, having a radius of 25.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 39.27 feet to the point of tangency with the Southerly right-of-way line of North Kendal Drive (S.W. 88th Street); Thence run South 87 degrees 28 minutes 50 seconds West along the Southerly right-of-way line of North Kendal Drive (S.W. 88th Street) for a distance of 37.30 feet to the Point of Beginning containing 10,112 square feet more or less.

-AND-

#### PARCEL IV

A portion of Tract "C" of PALMETTO-KENDAL HEIGHTS, according to the plat thereof recorded in Plat Book 70 at Page 47 of the Public Records of Dade County, Florida, lying in the NW 1/4 of Section 2, Township 55 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "C"; thence run South 04 degrees 11 minutes 23 seconds W along the East line of said Tract "C" for a distance of 3.00 feet to the point of intersection with the Southerly Right-of-Way line of North Kendal Drive (S.W. 88th Street); thence run S 85 degrees 27 minutes 47 seconds W along the Southerly Right-of-Way line of North Kendal Drive (S.W. 88th Street) a distance of 1,053.27 feet to a point; thence S 04 degrees 32 minutes 13 seconds East for a distance of 600.00 feet to a point; thence run North 85 degrees 27 minutes 47 seconds East a distance of 19.62 feet to the Point of Beginning of the parcel of land herein described; thence continue North 85 degrees 27 minutes 47 seconds East a distance of 357.07 feet to a point on the Easterly line of the West 1/2 of the East 1/2 of the NE 1/4 of the NW 1/4 of Section 2, Township 55 South, Range 40 East; as shown on the aforesaid plat of PALMETTO-KENDAL HEIGHTS, Plat Book 70 Page 47; thence South 04 degrees 12 minutes 37 seconds East along the said Easterly line of said W 1/2, E 1/2, NE 1/4, NW 1/4, of Section 2, Township 55 South, Range 40 East, a distance of 122.58 feet to a point; thence run S 44 degrees 13 minutes 23 seconds E a distance of 50.00 feet to a point of intersection with the Northwestern Right-of-Way line of the Florida East Cost (F.E.C.) Railway; thence run S 45 degrees 46 minutes 37 seconds W along the Northwestern Right-of-Way line of said F.E.C. Railway a distance of 480.45 feet to a point of intersection with a nontangent curve concave to the right, having a radius of 422.46 feet and a central angle of 20 degrees 26 minutes 00 seconds, said curve also being the Easterly Right-of-Way line of DADELAND BOULEVARD, as recorded in Road Plat Book 101 Page 18 of the Public Records of Dade County, Florida; thence run Northwesterly along the arc of said curve a distance of 157.88 feet to the point of compound curvature of a circular curve to the right having a radius of 1,874.86 feet, and a central angle of 04 degrees 04 minutes 00 seconds; thence run Northwesterly along the arc of said curve a distance of 133.07 feet to the point of reverse curvature of a circular curve to the left having a radius of 1,944.86' and a central angle of 04

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degrees 04 minutes 00 seconds; thence run Northwestery along the arc of said curve a distance of 136.04 feet to a point of tangency; then run N 04 degrees 32 minutes 13 seconds W distance of 43.94 feet to the Point of Beginning subject to all conditions, restrictions and easements of records; the last described four courses being the Easterly Right-of-Way Dadeland Boulevard. Containing 121,806 square feet, more or less.



**SCHOOL IMPACT REVIEW ANALYSIS**

**APPLICATION:** No., George E. Williamson, II and Thomas W. Williamson

**REQUEST:** Administrative site plan approval for a mixed-use development

**ACRES:** 7.43 acres

**LOCATION:** Southeast corner of North Kendall Drive and Dadeland Boulevard

**NUMBER OF UNITS:**

Currently Approved 240 multi-family units	Proposed Modification 373 multi-family units	Net Increase 133 multi-family units
----------------------------------------------	-------------------------------------------------	----------------------------------------

**ESTIMATED STUDENT POPULATION:**

50 students	78 students	Additional students generated 28 students
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**ELEMENTARY:**

27	42	15
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**MIDDLE:**

12	19	7
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**SENIOR:**

11	17	6
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**SCHOOLS SERVING AREA OF APPLICATION:**

**ELEMENTARY:** Kenwood Elementary - 9300 SW 79 Avenue

**MIDDLE:** Glades Middle - 9451 SW 64 Street

**SENIOR HIGH:** South Miami Senior - 6856 SW 53 Street

The following population and facility capacity data are as reported by the Office of Information Technology, as of December 8, 2001:

	STUDENT POPULATION	PERMANENT UTILIZATION (1)	UTILIZATION FISH DESIGN CAPACITY (2)	UTILIZATION PERMANENT RELOCATABLE + PROGRAM CAPACITY (3)
Kenwood Elem.	911	89%	121%	101%
Glades Mid.	1694	200%	161%	105%
South Miami Sr.	2895	158%	141%	124%

1) Ratio of total students to permanent student stations

2) Ratio of total students to permanent and relocatable (portables) student stations

3) Ratio of total students to permanent and relocatable (portables) student stations after programmatic changes

**ADDITIONAL SCHOOL INFORMATION:** The following information was provided by school site personnel or other data sources in October 2001:

**Kenwood Elementary:**

Access to computers:	In each classroom, in special computer labs and media center
Capital Improvements since 1990:	An Annex Building was constructed
Recognition for Academic Achievement:	None
Special Programs:	Before and After-school care and Enrichment classes
Lunch schedule:	Begins at 10:30 a.m.
Non-instructional space utilized for instructional purposes:	None
Teachers required to float/travel:	None

**Glades Middle:**

Access to computers:	In each classroom, in special computer labs and in the Media Center
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Capital Improvements since 1990:

Classrooms, Media Center,  
Cafeteria, Art/Music Suites,  
Science Labs, and Auditorium

Recognition for Academic Achievement:

Improved rating from "C" to "A"

Special Programs:

After-school care, Vocational and  
Enrichment classes

Lunch schedule:

Begins at 11:11 a.m.

Non-instructional space utilized for  
instructional purposes:

Teacher's lounge

Teachers required to float/travel:

French and Spanish

**South Miami Senior High:**

Access to computers:

In each classroom, in special  
computer labs and in the Media  
Center

Capital Improvements since 1990:

Classrooms and Fire safety  
construction

Recognition for Academic Achievement:

Top 100 schools based on AP  
test scores

Special Programs:

Magnet programs, Vocational  
and Enrichment classes

Lunch schedule:

Begins at 10:45 a.m.

Non-instructional space utilized for  
instructional purposes:

Auditorium, Library, Cafeteria,  
Gym, Driver's Ed. Shelter,  
Storage rooms and Resource  
rooms

Teachers required to float/travel:

ESOL, Science, Math, English  
and Computer





LAW OFFICES

## BERCOW & RADELL

PROFESSIONAL ASSOCIATION

FIRST UNION FINANCIAL CENTER, SUITE 850  
200 SOUTH BISCAYNE BOULEVARD  
MIAMI, FLORIDA 33131

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JANA K. McDONALD  
OF COUNSEL

### VIA HAND DELIVERY

January 24, 2002

Mr. Alex David  
Dade County School Board  
1444 Biscayne Boulevard  
Suite 302  
Miami, Florida 33132

Re: Release of Declaration of Restrictions for Property Located at 7250 N. Kendall Drive, PH No. 01-344

Dear Mr. David:

As you know, our client, Gulfside Dadeland, Ltd. ("Gulfside" or the "Applicant") has requested several modifications to a Declaration of Restrictions governing development of the captioned property (the "Property"). The Declaration was proffered to Miami-Dade County in 1999 (the "1999 Declaration"). The 1999 Declaration was proffered pursuant to the terms enumerated in the Board of County Commissioners development approval for the Property (Resolution No. Z-12-99). The 1999 Declaration restricted development of the Property to 240 residential units, and provided for a voluntary contribution to the Dade County School Board in the amount of \$79,000. Moreover, the 1999 Declaration provided for a pro rata reduction of \$1,580 per student in the event that less than 240 residential units were developed.

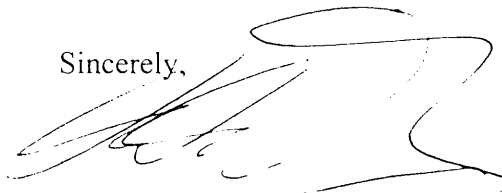
Section 33-284.57 of the Dade County Code provides that projects that comply with the development regulations contained within the Downtown Kendall Urban Center District shall be approved administratively. Accordingly, pursuant to Section 33-284.57, the Applicant has filed a request for Administrative Site Plan Review with Miami-Dade County for a new development plan that complies completely with the Downtown Kendall Urban Center District (the "Project"). Pursuant to the goals of the Downtown

Mr. Alex David  
January 24, 2002  
Page 2

Kendall Urban Center District, the Applicant is proposing development of the Project with 373 residential units. In order to accommodate changes to the development plan for the Property, the Applicant will be modifying its pending request before the Board of County Commissioners to release the 1999 Declaration in its entirety. Moreover, the Applicant will be proffering a new Declaration of Restrictions to the Dade County School Board which will maintain the School Board Contribution and will provide for a potential increase to the Contribution to accommodate the increase in residential density. For your convenience, please find a draft copy of the Applicant's Declaration of Restrictions to the Miami-Dade School Board enclosed.

We hope this addresses the School Board's concerns with regard to the Applicant's pending applications before the Board of County Commissioners and the Miami-Dade County Department of Planning and Zoning. As always, should you have any questions or concerns, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Rothenberg', with a large, sweeping flourish extending to the right.

Mark Rothenberg

cc: Ms. Ana Rijo-Conde  
Ms. Suzanne Marshall  
Mr. Jackson Ward  
Carey Lee Rawlinson, Jr. AICP  
Jeffrey Bercow, Esq.

This instrument was prepared by:

Name: Mark A. Rothenberg, Esq.

Address: Bercov & Radell, P.A.

200 S. Biscayne Boulevard, Suite 850

Miami, FL 33131

(Space reserved for Clerk)

### DECLARATION OF RESTRICTIONS

The undersigned is the owner ("Owner") of the following described real property (the "Property"), lying, being and situated in Miami-Dade County, Florida, and legally in Exhibit A attached hereto;

*WHEREAS*, The Owner proffered a Declaration of Restrictions to Miami-Dade County, as recorded in OR 18612, Pages 2087-2097 of the Public Records of Miami-Dade County on May 19, 1999 (the "1999 Declaration");

*WHEREAS*, The 1999 Declaration restricted development of the Property to 240 residential units and conditioned development on payment of a voluntary contribution of \$79,000 to the Miami-Dade County School Board (the "Contribution");

*WHEREAS*, The 1999 Declaration further provided for a pro rata reduction of the contribution by \$1,580 per student in the event that less than 240 residential units were ultimately approved;

*WHEREAS*, Subsequent to the 1999 Declaration, Miami-Dade County adopted the Downtown Kendall Urban Center Ordinance (Ordinance No. 99-166);

*WHEREAS*, The Downtown Kendall Urban Center Ordinance encourages and permits development of the Property above 240 residential units;

*WHEREAS*, An application has been filed with the Miami-Dade County Board of Commissioners to release the Declaration (the "Application");

*WHEREAS*, An application has been filed for Administrative Site Plan Review for development of the Property with (in pertinent part), 373 residential units;

*WHEREAS*, It is the intent of the Owner to maintain the Voluntary Contribution in a manner consistent with an increase in residential density above and beyond 240 residential units;

*IN ORDER TO ASSURE* the **Miami-Dade County School Board** (the "School Board"), that the representations made by the Owner during consideration of the Application will be abided by the Owner, its successors or assigns freely, voluntarily and without duress, the Owner makes the following Declaration of Restrictions covering and running with the Property:

- (1) In order to address the impact of the development of the Property on the Miami-Dade County Public Schools, the Owner shall contribute to the

**Declaration of Restrictions**

Page 2

Dade County School Board \$123,240 based on 373 residential units (the "Contribution"), in addition to the school impact fees required by Section 33-K of the Miami-Dade County Code for the development of the Property and no impact fee credit shall be sought by the Owner for the Contribution. To the extent that more than three hundred and seventy three (373) residential units are approved by Miami-Dade County, the amount of the contribution shall be increased on a pro rata basis of \$1,580 per student generated. To the extent that less than three hundred and seventy three (373) residential units are approved by Miami-Dade County, the amount of the contribution shall be reduced on a pro rata basis of \$1,580 per student.

- (2) That the payment of the Contribution shall be made prior to the issuance of the first residential building permit.
- (3) **County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations have been complied with.
- (4) **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the Owner, and its heirs, successors and assigns after it is recorded and until such time as it is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.
- (5) **Term.** This Declaration is to run with the land and shall be binding on all parties and persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of (10) years each, unless an instrument signed by a majority of the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the Miami-Dade County School Board.
- (6) **Modification, Amendment, or Release.** This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner or a majority of the owners of all of the Property provided that the same is also approved administratively by the Miami-Dade County Superintendent of Schools.

**Declaration of Restrictions**

Page 3

- (7) **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.
- (8) **Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, Miami-Dade County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.
- (9) **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
- (10) **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.
- (11) **Severability.** Invalidation of any one of the covenants contained in this Declaration, by judgment of a Court shall in no way affect any of the other provisions of said Declaration and the remaining provisions shall remain in full force and effect.
- (12) **Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the Owner's cost following approval by the Miami-Dade County Board of County Commissioners of the release of the 1999 Declaration, and the expiration of all applicable appellate periods without any appeal being filed.

[SIGNATURE PAGE FOLLOWS]

**ACKNOWLEDGMENT  
INDIVIDUAL**

Signed, witnessed, executed and acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
George E. Williamson, II.

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

Address:  
7250 North Kendall Drive  
Miami, Florida 33156

\_\_\_\_\_  
Signature

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_, as identification.

Witness my signature and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in the County and State aforesaid.

\_\_\_\_\_  
Notary Public-State of \_\_\_\_\_

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

My Commission Expires:

ACKNOWLEDGMENT  
INDIVIDUAL

Signed, witnessed, executed and acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Thomas W. Williamson

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

Address:  
7250 North Kendall Drive  
Miami, Florida 33156

\_\_\_\_\_  
Signature

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_, as identification.

Witness my signature and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in the County and State aforesaid.

\_\_\_\_\_  
Notary Public-State of \_\_\_\_\_

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

My Commission Expires:

