

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2011-01

RESOLUTION AUTHORIZING THE EXECUTION OF ADDENDUM NO. 1 TO THE MAINTENANCE AGREEMENT DATED SEPTEMBER 17, 2007 WITH THE SUNRISE HARBOUR HOMEOWNERS' ASSOCIATION FOR INSTALLATION OF IRRIGATION SYSTEMS AT THREE CUL-DE-SACS IN THE SUNRISE HARBOUR SUBDIVISION; ADDING SAID IRRIGATION SYSTEMS TO THE CITY'S RESPONSIBILITY FOR MAINTENANCE; REAFFIRMING THE SUNRISE HARBOUR HOMEOWNERS ASSOCIATION'S RESPONSIBILITY TO MAINTAIN THE EXISTING AND NEW PLANT MATERIALS AND OTHER ENCROACHMENTS PREVIOUSLY APPROVED; AND FURTHER AUTHORIZING AN APPROPRIATION OF FUNDS.

WHEREAS, on January 23rd, 2007, the Commission of the City of Coral Gables passed and adopted Resolution No. 2007-12 approving encroachments consisting of the installation of pavers and landscaping plant upgrades at several locations within the Sunrise Harbour Subdivision; and

WHEREAS, the Sunrise Harbour Homeowner's Association is requesting approval to upgrade the landscaping, at its expense, within the cul-de-sac areas of Sunrise Terrace, Sunrise Court and Sunrise Place as described in Exhibit "B"; and

WHEREAS, the City of Coral Gables agrees to provide irrigation to the Sunrise Terrace, Sunrise Court and Sunrise Place cul-de-sacs; and

WHEREAS, the Sunrise Harbour Homeowner's Association shall contribute to the City of Coral Gables 50% of the actual cost for the installation of the irrigation systems and water meters;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the City Commission does hereby authorize the City Manager to approve the Sunrise Harbour Homeowners Association upgrade of the landscape and plant materials located within the cul-de-sac areas of Sunrise Terrace, Sunrise Court and Sunrise Place within the Sunrise Harbour Subdivision, at the Association's expense.

SECTION 3. That the City of Coral Gables will install irrigation systems to the Sunrise Terrace, Sunrise Court and Sunrise Place cul-de-sacs located in the Sunrise Harbour Subdivision and the Sunrise Harbour Homeowners Association shall pay 50% of the actual costs of the irrigation system and water meters which are estimated at \$12,600.00.

SECTION 4. That the 2010-2011 Annual Budget is hereby amended to include appropriations of funds paid to the City by the Sunrise Harbour Homeowners' Association in the amount of \$6,300.00 for the purpose of the aforementioned irrigation improvements.

SECTION 5. That the proposed irrigation systems will be maintained by the City of Coral Gables.

SECTION 6. That the City Commission does hereby authorize the City Manager to execute Addendum No.1 to the maintenance agreement dated September 17, 2007 with the Sunrise Harbour Homeowners' Association.

SECTION 7. That the Sunrise Harbour Homeowners' Association will maintain the encroachments and all new plant materials pursuant to the Maintenance Agreement and Addendum No. 1 thereto.

SECTION 8. That this Resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED THIS ELEVENTH DAY OF JANUARY, A.D.,
2011.

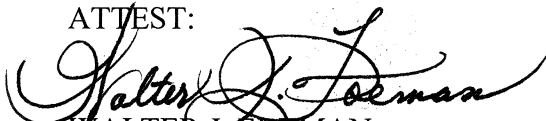
(Moved: Kerdyk / Seconded: Withers)
(Yeas: Kerdyk, Withers, Cabrera, Slesnick)
(Majority: (4-0) Vote)
(Absent: Anderson)
(Agenda Item: C-1)

APPROVED:



DONALD D. SLESNICK II
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



LOURDES ALFONSIN RUIZ
INTERIM CITY ATTORNEY

ADDENDUM NO. 1

This Addendum No. 1 dated this _____ day of January, 2011, is attached to, supplements, and is incorporated into the "Maintenance Agreement" ("AGREEMENT") dated 17th day of September, 2007, between the City of Coral Gables ("CITY") and Sunrise Harbour Homeowners Association ("ASSOCIATION").

RECITALS

WHEREAS, the CITY entered into the AGREEMENT with ASSOCIATION on September 17, 2007, for the placement of pavers and landscaping in CITY owned property/rights-of-way located at the triangular area at E. Sunrise Avenue and the cul-de-sac areas of Sunrise Terrace, Sunrise Court and Sunrise Place in the Sunrise Harbour Subdivision; and

WHEREAS, the ASSOCIATION agreed to maintain the aforementioned encroachments in good repair at all times, at the ASSOCIATION'S expense; and

WHEREAS, the ASSOCIATION wishes to upgrade the landscaping, at its expense, within the cul-de-sac areas of Sunrise Terrace, Sunrise Court and Sunrise Place as described in Exhibit "B"; and

WHEREAS, the ASSOCIATION has agreed to maintain the upgraded plant materials in accordance with the AGREEMENT dated September 17, 2007, and recorded in Official Records Book 26009 at pages 4847 through 4859 of the Public Records of Miami-Dade County; and

WHEREAS, the ASSOCIATION has agreed to grant a matching fund contribution to the CITY for the purpose of installing irrigation systems and water meters in the public rights-of-way of the cul-de-sac areas of Sunrise Terrace, Sunrise Court and Sunrise Place in the Sunrise Harbour Subdivision; and

WHEREAS, The ASSOCIATION agrees to make payment to the CITY for fifty (50%) percent of the construction costs of the irrigation systems installation estimated at \$12,600.00, including but not limited to directional boring and/or open trench excavation construction, all irrigation components, and meter fees for the purpose of accelerating the irrigation installations in response to seasonal dry weather conditions. The CITY agrees to complete the irrigation system installation work by May 31, 2011, in consideration for the matching funds contribution.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, the CITY and ASSOCIATION agree as follows:

1. The recitals and findings contained in the Preamble to this Addendum No. 1 are adopted by reference and incorporated as if fully set forth in this Section.
2. The ASSOCIATION agrees to install, at its expense, the new landscaping plant upgrades as described in Exhibit "B".
3. The ASSOCIATION agrees to maintain the upgraded plant materials in accordance with the AGREEMENT dated September 17, 2007, and recorded in Official Records Book 26009 at pages 4847 through 4859 of the Public Records of Miami-Dade County.

4. The ASSOCIATION agrees to grant a matching fund contribution to the CITY for the purpose of installing irrigation systems and water meters in the public rights-of-way at the cul-de-sac areas of Sunrise Terrace, Sunrise Court and Sunrise Place in the Sunrise Harbour Subdivision.

5. The irrigation installations and modifications shall be designed, constructed and maintained by the CITY.

6. The ASSOCIATION agrees to make payment to the CITY for fifty (50%) percent of the construction costs of the irrigation systems installation estimated at \$12,600.00, including but not limited to directional boring and/or open trench excavation construction, all irrigation components, and meter fees for the purpose of accelerating the irrigation installations in response to seasonal dry weather conditions. The CITY agrees to complete the irrigation system installation work by May 31, 2011, in consideration for the matching funds contribution.

7. The CITY shall commence construction of the irrigation system improvements upon receipt of payment from the ASSOCIATION in the amount of \$6,300.00, which represents 50% of the total estimated construction cost, including water meter fees. Upon completion of the project, the CITY will prepare and submit to the ASSOCIATION a final invoice reflecting the actual final cost and amount due by the ASSOCIATION for fifty (50%) percent of the costs in excess of \$12,600.00, if any. The ASSOCIATION shall pay to the CITY the total amount due within thirty (30) days from the date of the invoice. If the total costs are less than the estimated \$12,600.00, the CITY shall reimburse the ASSOCIATION the amount of overpayment.

8. Upon completed execution of this Addendum No. 1, this document, including Exhibit "B", shall be filed and recorded with Miami-Dade County Public Records.

9. The AGREEMENT and this Addendum No. 1 set forth all the covenants, conditions, and promises between the CITY and the ASSOCIATION,

10. The terms of the AGREEMENT and Addendum No. 1 may only be modified, amended or supplemented by the written agreement of both parties.

11. This Addendum shall be effective as of the date it is fully executed.

IN WITNESS WHEREOF, the Parties have duly executed this Addendum No. 1 as of the date and year first above written.

AS TO CITY:

Patrick Salerno
City Manager

ATTEST:

Walter J. Foeman
City Clerk

Approved as to form and legal sufficiency:

Lourdes Alfonsin Ruiz
Interim City Attorney

ATTEST:

Association Secretary
Print Name: _____
(SEAL)

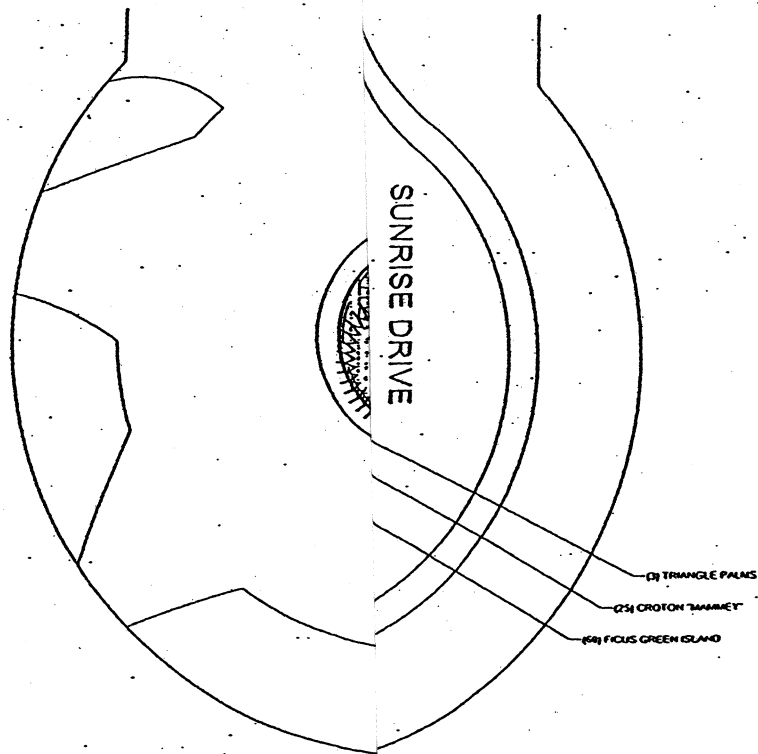
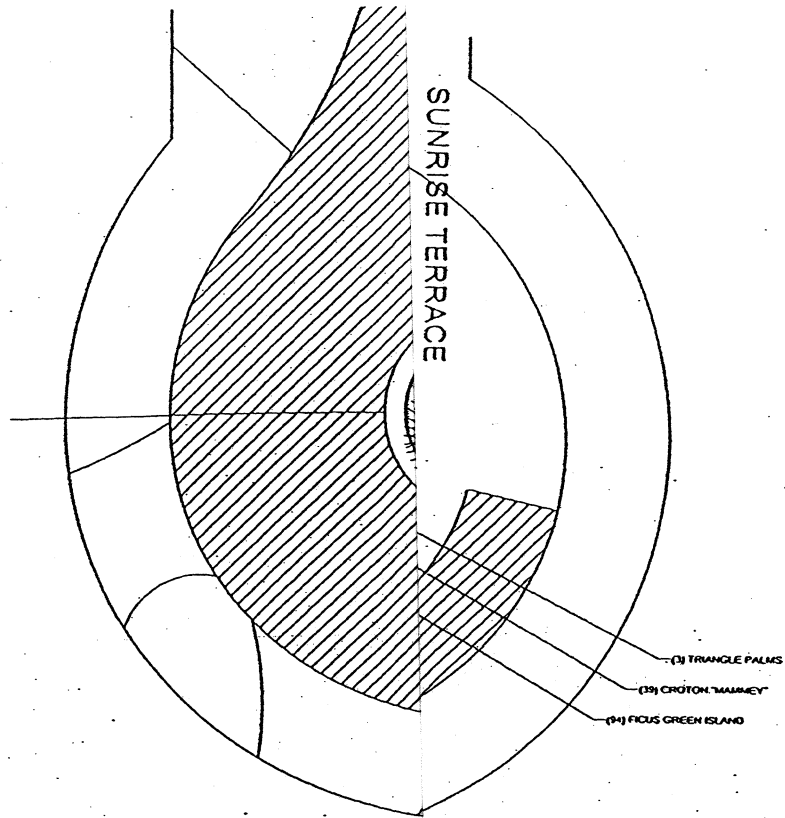
(OR)
WITNESSESS (2):

Print Name: _____

Print Name: _____

AS TO ASSOCIATION

President
Print Name: _____



SUNRISE HARBO
CITY OF CORAL GABLES
DADE COUNTY, FLORIDA

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2007-12

A RESOLUTION OF THE CITY COMMISSION APPROVING BRICK PAVER AND LANDSCAPING ENCROACHMENT AT SUNRISE HARBOUR SUBDIVISION, SUBJECT TO THE REQUIREMENTS OF THE PUBLIC WORKS DEPARTMENT.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That the request for encroachment consisting of the installation of pavers and landscaping at the E. Sunrise Avenue triangles and at the cul-de-sacs on Sunrise Terrace, Sunrise Court, Sunrise Drive and Sunrise Place, shall be and it is hereby approved subject to the following requirements of the Public Works Department:

- a) That the City of Coral Gables reserves the right to remove, add, maintain, or have the Owner remove any of the improvements within the right-of-way, and at the Sunrise Harbour Homeowners Association's expense;
- b) That the Sunrise Harbour Homeowners Association maintains the proposed encroachment in good condition at all times, and at their expense;
- c) That the Sunrise Harbour Homeowners Association meet with the City Attorney's office for the purpose of providing all the information necessary for the office to prepare a maintenance agreement to be executed by the Association, and which states in addition to the above mentioned, that the Sunrise Harbour Homeowners Association will provide Public Liability Insurance coverage for the encroachment in the minimum limits required by the City, and naming the City as an additional insured under the policy;
- d) That copies of the maintenance agreement, when fully executed and filed, together with certification of required insurance, shall be presented to the Public Works Department and permits thereafter be obtained from this Department;
- e) That the proposed encroachments be constructed in accordance to the Florida Building Code, and all other pertinent Codes;
- f) That in the event the Public Works Department must issue a permit for a utility cut in the future, in the area in which the encroachments are approved, the Sunrise Harbour Homeowners Association shall replace the proposed encroachments so cut by the utility, at the Sunrise Harbour Homeowners Association expense.

SECTION 2. That this Resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED THIS TWENTY-THIRD DAY OF JANUARY, A. D., 2007.

(Moved: Cabrera / Seconded: Kerdyk)

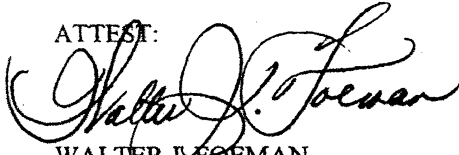
(Yeas: Withers, Anderson, Cabrera, Kerdyk, Slesnick)

(Unanimous/ 5-0 Vote)

(Agenda Item D-1)


APPROVED:

ATTEST:


WALTER J. POEMAN
CITY CLERK


DONALD D. SLESNICK II
MAYOR

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


ELIZABETH M. HERNANDEZ
CITY ATTORNEY



CFN 2007R1035244
OR Bk 26009 Pgs 4847 - 48598 (13pgs)
RECORDED 10/25/2007 14:16:11
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA



NOV - 5 2007
RECEIVED
CITY ATTORNEY'S
OFFICE

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT, made and entered into this 17th day of September 2007, by and between the CITY OF CORAL GABLES, a municipal corporation of the State of Florida, (hereinafter called the "CITY"), and SUNRISE HARBOUR HOMEOWNERS ASSOCIATION, (hereinafter called the "ASSOCIATION").

1. STATEMENT OF BACKGROUND AND PURPOSE:

1. The CITY is the fee title owner of certain rights-of-way located in the City of Coral Gables, Miami-Dade County, Florida, which property is more particularly described as the triangular area at E. Sunrise Avenue and the cul-de-sac areas of Sunrise Terrace, Sunrise Court and Sunrise Place in the Sunrise Harbour Subdivision; and
2. The ASSOCIATION wishes to place pavers and landscaping in the triangular area at E. Sunrise Avenue and the cul-de-sac areas of Sunrise Terrace, Sunrise Court and Sunrise Place as described in Exhibit "A"; and
3. The ASSOCIATION is requesting that the CITY approve the pavers and landscaping

encroachments, which the ASSOCIATION recognizes may subject the CITY to certain liabilities. As consideration for the CITY's actions in taking such actions, the ASSOCIATION is entering into this Maintenance Agreement. By entering into this Agreement, the ASSOCIATION agrees that sufficient consideration exists to bind it to this Agreement and, should a dispute between the parties arise concerning this Agreement, the ASSOCIATION agrees not to contest the adequacy or legality of the consideration. After full and complete review of existing law, the ASSOCIATION also waives any defense to enforcement of the Agreement based on an argument that this Maintenance Agreement is illegal, void or contrary to public policy; and

4. The CITY will allow these improvements only if the ASSOCIATION will agree:
 - to maintain the proposed encroachment in good repair at all times, and at the ASSOCIATION's expense;
 - ii. that the design and construction of facilities improvement or alterations shall be owned by the ASSOCIATION, but conform to the CITY's standards and regulations. The CITY shall have the right, but not the obligation to make engineering inspections of all the construction work performed by the ASSOCIATION under the terms of this Agreement. Such inspections shall not be construed to constitute any guarantee on the part of the CITY as to the quality and condition of materials and workmanship. Any inspections by the CITY shall not relieve the ASSOCIATION of any responsibility for proper construction of said facilities in accordance with approved plans and

specifications. Furthermore, any inspections by the CITY shall not relieve the ASSOCIATION of any responsibility for the quality and condition of materials and workmanship;

- iii. that the ASSOCIATION shall be fully responsible for obtaining all required approvals from all appropriate governmental and regulatory agencies and all necessary permits for all facilities contemplated in this Agreement;
- iv. that certain federal, state and county agencies may require that CITY be named as permittee for certain construction activities even though the ASSOCIATION's contractor will actually perform the work. To insure that the CITY will incur no costs or liability as a result of being named permittee on such permits, the ASSOCIATION shall provide sufficient security as acceptable to the CITY which shall indemnify and protect the CITY from all claims, actions, judgments, liability, loss, cost and expense, including reasonable attorney's fees, related to work performed by the ASSOCIATION pursuant to such permits. The security shall be furnished prior to the start of construction and shall be in an amount equal to the CITY's cost estimate for the permit work. The ASSOCIATION shall have sixty (60) days to resolve any claims by a permittor. Otherwise, the CITY shall be entitled to pay said claims for the security. The ASSOCIATION shall be liable for all costs in excess of the security.

NOW, THEREFORE, for good and valuable consideration, receipt of which is

hereby acknowledged, the parties hereto hereby agree as follows:

1. The foregoing statement of background and purpose is incorporated herein in its entirety.
2. The ASSOCIATION hereby agrees that it shall be responsible for the maintenance of the landscaping and pavers as approved by the City Commission of the City of Coral Gables pursuant to Resolution No. 2007-12 at Sunrise Harbour Subdivision, at the E. Sunrise Avenue triangles and at the cul-de-sacs on Sunrise Terrace, Sunrise Court and Sunrise Place, which provides in pertinent part:
 - A. That the encroachments are to be approved by the Public Works Department or the Landscape Encroachment Review Committee;
 - B. That the ASSOCIATION maintain the encroachments in good condition at all times, at its expense;
 - C. That the ASSOCIATION replace the encroachments at its expense in the event the Public Works Department must issue a permit for utility cut in that area;
 - D. That the proposed encroachments shall be constructed in accordance with the Florida Building Code, and all other pertinent codes;
 - E. That the ASSOCIATION reserve unto the CITY the right to remove, add, maintain or have the ASSOCIATION remove any of the improvements within the right-of-way, at the ASSOCIATION's expense;
 - F. That the ASSOCIATION saves the CITY harmless against claims against the

CITY resulting from the negligent acts or omissions of the Sunrise Harbour Homeowners Association.

2. The ASSOCIATION shall give the CITY thirty (30) days prior written notice of its intention to remove all or any part of said improvements and propose the replacement material therefore, and the CITY shall within ten (10) days from the receipt of said notice either approve the plan as submitted or designate both the items to remain and/or an alternate material acceptable to the CITY, the cost of which shall not exceed the cost of sod, and upon the completion of the removal and replacement so designated, the ASSOCIATION shall be released from all duties and liabilities hereunder related to the items covered in the above notice. All work shall be preceded by the required permits being obtained from the CITY by the ASSOCIATION, or its qualified agent. A returnable bond shall be posted by the permittee to protect other existing improvements if any.

3. **HOLD HARMLESS**

The ASSOCIATION shall save the City of Coral Gables harmless from any liability or damage arising out of the maintenance, usage or operation of the above mentioned improvements. In addition to saving the CITY harmless as herein provided, the ASSOCIATION shall provide the CITY with a Certificate of Insurance naming the CITY as an additional insured in the following amounts:

- A. Commercial General Liability Insurance, including completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with

limits of \$500,000 combined single limit per occurrence for bodily injury and property damage. Said policy or policies shall name the CITY as additional insured and shall reflect the hold harmless provision contained herein.

- B. Other (or increased amounts of) insurance which the CITY shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of 90 days after notice thereof or the next annual renewal of any policy being increased (as applicable).
- C. All policies shall contain waiver of subrogation against the CITY where applicable and shall expressly provide that such policy or policies are primary over any other collectable insurance that the CITY may have.
- D. All of the above insurance is to be placed with Best-rated (A-) VI, or better insurance companies, qualified to do business under the laws of the State of Florida.
- E. The CITY shall be named as an additional insured under all policies. Said policies shall contain a severability of intent or a cross liability clause without obligation for premium payment by the CITY. The CITY reserves the right to request a copy of the required policies for review.
- F. All policies shall provide for 30 days notice to the CITY prior to cancellation or material changes. Said notice shall be made to:

City Manager
City of Coral Gables
City Hall
405 Biltmore Way

Coral Gables, Florida 33134

With a copy to:

City Attorney
405 Biltmore Way
Coral Gables, Florida 33134

Risk Management Division
2801 Salzedo Street
Coral Gables, FL 33134

- G. The ASSOCIATION shall furnish Certificates of Insurance to the Risk Management Division and the Office of the City Attorney, prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the CITY is named as an additional Insured and that the ASSOCIATION has obtained insurance in the type, amount, and classification required for strict compliance with this Section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the CITY as provided in subsection F.
- H. Compliance with the foregoing requirements shall not relieve or limit the ASSOCIATION of its liability and obligations under this Section or under any other portion of this Agreement.

4. INDEMNIFICATION

The ASSOCIATION does hereby agree to fully indemnify and save harmless the CITY, its Mayor, Commissioners, employees and agents, from any and all liability claims, losses, causes of action or damages, including attorney's fees and costs, which may arise

as a result of the ASSOCIATION's omissions, willful, unlawful or negligent act(s) in its use, maintenance or operation of the prescribed property, and shall obtain insurance to satisfy the indemnification provisions in this section. The ASSOCIATION shall pay all claims and losses of any nature whatsoever in connection herewith and shall defend all suits in the name of the CITY, when applicable, and shall pay all costs and judgments including attorney's fees which may issue thereupon including all administrative trial and appellate proceedings brought by any person or entity. The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- A. Damages awarded to any person or party.
- B. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the ASSOCIATION will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that the ASSOCIATION pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, the ASSOCIATION will reimburse the CITY at the prevailing market rate for similar legal services.
- C. Attorney's fees and costs of any party that a court orders the CITY to pay.

5. NOTICE

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by registered

mail addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

In the case of notice or communication to the CITY:

The City of Coral Gables
Office of the City Manager
405 Biltmore Way
Coral Gables, Florida 33134

In the case of notice or communication to the ASSOCIATION:

Sunrise Harbour Homeowners Association,
c/o Omar Pasalodos
100 East Sunrise Avenue
Coral Gables, Florida 33133

6. FORCE MAJEURE

Should either party be prevented from performing any obligations herein, including but not limited to water service, due to or resulting from a force majeure or inevitable accident or occurrence, such party shall be excused from performance. As used herein, force majeure shall mean an act of God which includes but is not limited to: sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are un-preventable by either party and shall include but not be limited to: strikes, lockouts, other industrial disturbances, wars,

blockades, acts of public enemies, insurrections, riots, federal, state, county and local governmental restraints and restrictions, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, or otherwise, and other causes reasonable beyond the control of either party, whether or not specifically enumerated herein.

7. NON-DISCRIMINATION

The ASSOCIATION agrees that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical disability, in the use of the DEMISED PREMISES and improvements thereof.

8. AMENDMENTS

The CITY and the ASSOCIATION, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Any and all amendments shall be effective only if in writing and signed by the CITY and the ASSOCIATION and shall be incorporated as part of this Agreement.

9. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida.

10. SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment is declared invalid by a court of competent jurisdiction, such paragraph, clause

or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by the deletion thereof.

11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

All parties hereby agree to comply with all applicable laws, ordinances and codes of Federal, State and Local Governments, including the Americans with Disabilities Act, as applied to this Agreement.

12. WAIVER

No waiver of any provision hereof shall be deemed to have been made unless such waiver is in writing and signed by the CITY and the ASSOCIATION. The failure of any party to insist upon strict performance of any of the provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants or conditions, but the same shall continue and remain in full force and effect.

ASSIGNMENT OF AGREEMENT

This Agreement shall not be transferred, assigned or otherwise conveyed to any other party without the express written consent of the CITY or its designee.

ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties.

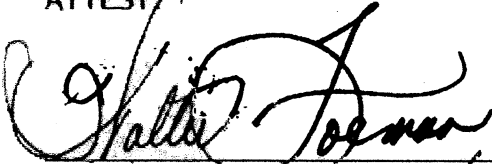
15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

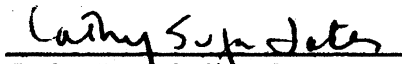
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the

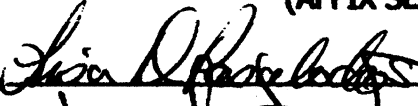

day and year first written.

ATTEST:


Walter Foeman, City Clerk 9/27/01

ATTEST:


Cathy Sugarbaker, Secretary
(AFFIX SEAL)

 (Witness)
 (Witness)

As to:


CITY OF CORAL GABLES

By: 

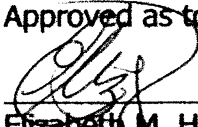
David L. Brown, City Manager

As to:

**SUNRISE HARBOUR
HOMEOWNERS
ASSOCIATION**


Omar Pasalodos
President

Approved as to form


Elizabeth M. Hernandez,
City Attorney

Prepared By: Elizabeth M. Hernandez, City Attorney
405 Biltmore Way, Coral Gables, Florida 33134

Exhibit "A"

Those portions of right-of-way of East Sunrise Avenue which lie at its intersections with both Sunrise Court and Sunrise Terrace; together with those portions of right-of-way of Sunrise Place, Sunrise Court, and Sunrise Terrace, which lie within the cul-de-sacs that are at the southerly terminus of each one, as they appear on the Revised Plat of Sunrise Harbour, as recorded in Plat Book 65, at page 22, of the Public Records of Miami-Dade County, Florida.