



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council

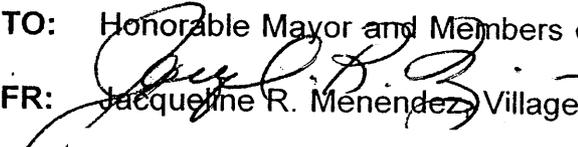
Robert Oldakowski, *Mayor*
Robert L. Vernon, *Vice Mayor*
Enrique Garcia
Steve Liedman
Jorge E. Mendia
Thomas Thornton
Patricia Weinman

Village Manager

Jacqueline R. Menendez

DT: June 1, 2006

TO: Honorable Mayor and Members of the Village Council

FR:  Jacqueline R. Menendez, Village Manager

RE: C.G. "Bebe" Rebozo Plaque at the Village Green

RECOMMENDATION

That the Village Council approve the attached resolution which replaces the current C. G. "Bebe Rebozo" Name Display Covenant. The new Name Display Covenant provides for one 18" x 24" plaque mounted on a 3 ft. x 4 ft. high limestone rock on the east side of the Village Green near the entrance plaza and bike path. The attached site plan shows the location and specifications for the plaque and limestone rock.

BACKGROUND

Covenant: On September 21, 2000, the Village purchased the property which presently contains the Village Hall and Fire Rescue Station from the Charles G. Rebozo Revokable Trust. As part of the transaction, the Village entered into the attached "Name Display Covenant" which required the following:

1. a 24 sq. ft. sign be placed on a building that was intended to be constructed on the property. If a building was not constructed, a monument sign was required to be placed in a courtyard or plaza
2. that the name C. G. "Bebe" Rebozo be placed on the sign.

The Covenant does not specify the size or the color of the letters. The Village Attorney has advised Staff that these decisions solely reside with the Village as long as the decision is reasonable.

The "Name Display" was not required until a building, courtyard, or plaza was constructed. Since the completion of the Village Hall and Fire Rescue Station, staff has had several conversation with represenatives from the Trust regarding an alternate location for name display. Attached is a "New Name Display Covenant" which provides for one 18" x 24" plaque to be mounted on a 3 ft. x 4 ft. high limestone rock on the east side of the Village Green near the entrance plaza and bike path. The attached site plan shows the location and specifications for the plaque and limestone rock.

RESOLUTION NO. _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING TERMINATION OF NAME DISPLAY COVENANT EXECUTED BY THE VILLAGE OF KEY BISCAYNE FOR THE BENEFIT OF THOMAS H. WAKEFIELD, CHARLES FRED REBOZO AND MARY R. BOUTERSE, AS SUCCESSOR TRUSTEES OF THE CHARLES G. REBOZO REVOCABLE TRUST UNDER REVOCABLE TRUST AGREEMENT DATED JANUARY 20, 1989, APPROVING EXECUTION OF NEW NAME DISPLAY COVENANT TO BE EXECUTED BY THE VILLAGE OF KEY BISCAYNE FOR THE BENEFIT OF THOMAS H. WAKEFIELD, CHARLES FRED REBOZO AND MARY R. BOUTERSE, AS SUCCESSOR TRUSTEES OF THE CHARLES G. REBOZO REVOCABLE TRUST UNDER REVOCABLE TRUST AGREEMENT DATED JANUARY 20, 1989, AND APPROVING SIGNAGE PURSUANT TO THE NEW NAME DISPLAY COVENANT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE TERMINATION OF NAME DISPLAY COVENANT AND THE NEW NAME DISPLAY COVENANT AND TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 21, 2000, the Village and Thomas H. Wakefield, Charles Fred Rebozo and Mary R. Bouterse, as Successor Trustees of the Charles G. Rebozo Trust Under Revocable Trust Agreement dated January 20, 1989 (the "Trustees"), entered into a Name Display Covenant, as recorded in Official Records Book 19293 at Page 2978 of the Public Records of Miami-Dade County, Florida (the "Name Display Covenant"), in which the Village agreed to the placement of limited signage on certain Village property; and

WHEREAS, the Village and the Trustees desire to terminate the Name Display Covenant pursuant to the terms and conditions of the Termination of Name Display Covenant, a form of which is attached hereto as Exhibit "A" ("Termination of Name Display Covenant"), and enter into the New Name Display Covenant, a form of which is attached hereto as Exhibit "B" ("New

Name Display Covenant”), for the placement of signage as described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, AS FOLLOWS:

Section 1. Approval and Execution of Termination of Name Display Covenant and New Name Display Covenant. The Village Council hereby approves the Termination of Name Display Covenant and the New Name Display Covenant, and approves the execution by the Village Manager of the Termination of Name Display Covenant and the New Name Display Covenant, and to the placement of the signage substantially in accordance with the plans and specifications in the New Name Display Covenant attached as Exhibit “B” to this Resolution.

Section 2. The Village Manager is authorized to take all action necessary for the execution of the Termination of Name Display Covenant and the New Name Display Covenant, and for the construction and placement of the approved signage and any other actions necessary to implement this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2006.

ROBERT OLDAKOWSKI
MAYOR

ATTEST:

Conchita Alvarez, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney

This instrument was prepared by
and record and return to:

John J. Kendrick III, Esq.
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.A.
2665 S. Bayshore Drive
Suite 420
Miami, Florida 33133

TERMINATION OF NAME DISPLAY COVENANT

THIS TERMINATION OF NAME DISPLAY COVENANT (this "Agreement"), is made as of the ____ day of _____, 2006, by and between the VILLAGE OF KEY BISCAYNE, a municipal corporation, having an address at 88 West McIntyre Street, Key Biscayne, FL 33149 (the "Village") and Thomas H. Wakefield, Charles Fred Rebozo and Mary R. Bouterse, as Successor Trustees of the Charles G. Rebozo Revocable Trust under Revocable Trust Agreement dated January 20, 1989, as modified and amended (collectively the "Trust"), having an address at c/o Olga Guilarte, 524 Fernwood Road, Key Biscayne, FL 33149.

WITNESSETH:

WHEREAS, the Village executed a Name Display Covenant for the benefit of the Trust, which Name Display Covenant was recorded in Official Records Book 19293 at Page 2978 of the Public Records of Miami-Dade County, Florida (the "Existing Covenant");

WHEREAS, the Village and Trust have agreed to replace the Existing Covenant with a new name display covenant; and

WHEREAS, Village and the Trust desire to cancel and terminate the Existing Covenant.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Village and the Trust agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. Termination. The Existing Covenant is hereby terminated and cancelled as of the date hereof and the parties to this Agreement hereby direct the Clerk of the Court to cancel the same of record.

3. Miscellaneous. This Agreement shall be binding upon the parties hereto, their successors and assigns, and shall be construed in accordance with the laws of the State of Florida. This Agreement may not be modified except by agreement in writing executed by the Village and Trust. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date hereof.

Signed, sealed and delivered
In the presence of:

VILLAGE:

VILLAGE OF KEY BISCAYNE,
a Florida municipal corporation

Print Name: _____

Print Name: _____

By: _____
Jacqueline Menendez, Village Manager

Attest:

By: _____
Village Clerk

Approved as to legal form and
sufficiency:

By: _____
Village Attorney

TRUST:

Witness Signature

Printed Name

Thomas H. Wakefield, as Successor Trustee
of the Charles G. Rebozo Revocable Trust
under Revocable Trust Agreement dated
January 20, 1989, as modified and amended

Charles Fred Rebozo, as Successor Trustee
of the Charles G. Rebozo Revocable Trust
under Revocable Trust Agreement dated
January 20, 1989, as modified and amended

Witness Signature

Printed Name

Witness Signature

Printed Name

Mary R. Bouterse, as Successor Trustee
of the Charles G. Rebozo Revocable Trust
under Revocable Trust Agreement dated
January 20, 1989, as modified and amended

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

The foregoing Agreement was acknowledged before me this _____ day of _____, 2006 by Jacqueline Menendez, as Village Manager of the Village of Key Biscayne, a Florida municipal corporation, on behalf of the municipal corporation.

Personally Known _____ or
Produced Identification _____
Type of Identification _____
Produced _____

Signature: _____
Name: [Print or type] _____
Title: Notary Public _____
Serial No., if any: _____
My commission expires _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2006 by Thomas H. Wakefield, as Successor Trustee of the Charles G. Rebozo Revocable Trust under Revocable Trust Agreement dated January 20, 1989, as modified and amended, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name of acknowledger typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2006 by Charles Fred Rebozo, as Successor Trustee of the Charles G. Rebozo Revocable Trust under Revocable Trust Agreement dated January 20, 1989, as modified and amended, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name of acknowledger typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2006 by Mary R. Bouterse, as Successor Trustee of the Charles G. Rebozo Revocable Trust under Revocable Trust Agreement dated January 20, 1989, as modified and amended, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name of acknowledger typed, printed or stamped)

(Title or rank)

(Serial number, if any)

This instrument was prepared by
and record and return to:

John J. Kendrick III, Esq.
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.A.
2665 S. Bayshore Drive
Suite 420
Miami, Florida 33133

NEW NAME DISPLAY COVENANT

This New Name Display Covenant dated as of the _____ day of _____, 2006
is made by the Village of Key Biscayne, a Florida municipal corporation (the "Village").

RECITALS:

WHEREAS, the Village is the owner of the real property described in the attached
Exhibit "A" (the "Village Green").

WHEREAS, on September 21, 2000, the Village purchased certain real property
located in the Village from Thomas H. Wakefield, Charles Fred Rebozo and Mary R.
Bouterse, as Successor Trustees of the Charles G. Rebozo Revocable Trust under Revocable
Trust Agreement dated January 20, 1989, as modified and amended (collectively the "Seller");

WHEREAS, in connection with said purchase, the Village executed a Name Display
Covenant which was recorded in Official Records Book 19293 at Page 2978 of the Public
Records of Miami-Dade County, Florida (the "Prior Name Display Covenant");

WHEREAS, the Prior Name Display Covenant has been terminated and cancelled of
record pursuant to that certain Termination of Name Display Covenant dated as of the date
hereof entered into between the Village and the Seller; and

WHEREAS, the Village and the Seller have agreed that the Prior Name Display Covenant
shall be replaced with this New Name Display Covenant.

NOW, THEREFORE, for valuable consideration, the Village covenants and agrees as
follows:

1. The above recitals are true and correct and are incorporated herein as if set forth
in full.

2. The Village hereby agrees to place a limerock monument at the Village Green
(the "Rebozo Monument") containing an 18" by 24" plaque with the words as set forth on
Exhibit "B" attached hereto. Subject to cessation for reasonable periods of time by reason of
force majeure, acts of god, fire or other casualty, repairs, restoration, renovation, alteration or
causes beyond the control of the Village, the Village agrees to construct and complete the
Rebozo Monument substantially in accordance with the specifications set forth on Exhibit "B"
attached hereto, including the approximate location and size of the Rebozo Monument, size of

the plaque, font, size of lettering and materials set forth on Exhibit "B" attached hereto; provided, however, in the event that the Village Green is redesigned by the Village, then the Rebozo Monument may be relocated by the Village to another location within the Village Green (or such other location within the Village) reasonably acceptable to the Seller.

3. Notwithstanding anything to the contrary contained in this New Name Display Covenant, if the improvements currently located at the Village Green are wholly or partially destroyed and the Village does not elect to rebuild, restore or repair such improvements, then the Village shall not be obligated to replace the Rebozo Monument thereon.

4. This New Name Display Covenant shall encumber the Village Green only for so long as the Village owns the Village Green. The terms, covenants, restrictions and provisions of this New Name Display Covenant shall automatically terminate and become null and void on the date that the Village Green is no longer owned by the Village.

5. This New Name Display Covenant is given for the benefit of the Seller and may be enforced by Seller or any heir-at-law of Charles G. Rebozo. This New Name Display Covenant may only be modified, rescinded or amended in whole or in part by an instrument executed by (i) the Village and (ii) the Seller or their successors' trustees.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Village has caused this instrument to be executed as of the day and year first above written.

Witnesses:

VILLAGE OF KEY BISCAYNE,
a Florida municipal corporation

Print Name: _____

By: _____
Jacqueline Menendez, Village Manger

Print Name: _____

Attest:

By: _____
Village Clerk

Approved as to legal form and
sufficiency:

By: _____
Village Attorney

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2006 by Jacqueline Menendez, Village Manager of the Village of Key Biscayne, a Florida municipal corporation, in the capacity aforestated; such person is personally known to me or has produced a driver's license as identification.

Notary Public, State of Florida

My Commission Expires:

Parcel A:

A portion of Tract 5, MATHESON ESTATE, according to the Plat thereof, as recorded in Plat Book 46, at Page 86, of the Public Records of Dade County, Florida, more particularly described as follows: From the Southeast corner of said Tract 5 run North 79 degrees 11 minutes 28 seconds West along the South line of said Tract 5 for a distance of 402.76 feet to the Southwest corner of said Tract 5; thence run Northward along the West line of said Tract 5, said West line of said Tract 5 being the arc of a curve to the left having for its elements a radius of 1365 feet and a central angle of 17 degrees 52 minutes 23 seconds for an arc distance of 425.80 feet to the Point of Beginning of the parcel of land herein described; thence run South 88 degrees 01 minutes 04 seconds East for a distance of 104.65 feet to a point; thence run South 77 degrees 59 minutes 50 seconds East for a distance of 300.24 feet to a point on the East line of said Tract 5; thence run Northward along the East line of said Tract 5, said East line of said Tract 5 being the arc of a curve to the left having for its elements a radius of 1765 feet and a central angle of 00 degrees 29 minutes 38 seconds for an arc distance of 15.21 feet to a point; thence run North 77 degrees 59 minutes 29 seconds West for a distance of 298.82 feet to a point; thence run North 88 degrees 01 minutes 04 seconds West for a distance of 106.60 feet to a point on the West line of said Tract 5, said West line of said Tract 5 being the arc of a curve to the left that has for its elements a radius of 2635 feet and a central angle of 00 degrees 01 minutes 36 seconds for an arc distance of 1.26 feet to a point of tangency with a circular curve to the right that has for its elements a radius of 1365 feet and a central angle of 00 degrees 34 minutes 39 seconds for an arc distance of 13.71 feet to the Point of Beginning.

Parcel B:

Commencing at the Southeast corner of Tract 5, MATHESON ESTATE, according to the Plat thereof, as recorded in Plat Book 46, at Page 86, of the Public Records of Dade County, Florida, run North 79 degrees 11 minutes 28 seconds West along the South line of said Tract 5 for a distance of 402.76 feet to the Southwest corner of said Tract 5; thence run Northward along the West line of said Tract 5, said West line of said Tract 5 being the arc of a curve to the left having for its elements a radius of 1365 feet and a central angle of 17 degrees 52 minutes 23 seconds for an arc distance of 425.80 feet to the Point of Beginning of the parcel of land herein described; thence run South 88 degrees 01 minutes 04 seconds East for a distance of 104.65 feet to a point; thence run South 77 degrees 59 minutes 50 seconds East for a distance of 300.24 feet to a point on the East line of said Tract 5; thence run Southward along the East line of said Tract 5, said East line of said Tract 5 being the arc of a curve to the right having for its elements a radius of 1765 feet and a central angle of 14 degrees 07 minutes 12 seconds for an arc distance of 434.97 feet to the Point of Beginning.

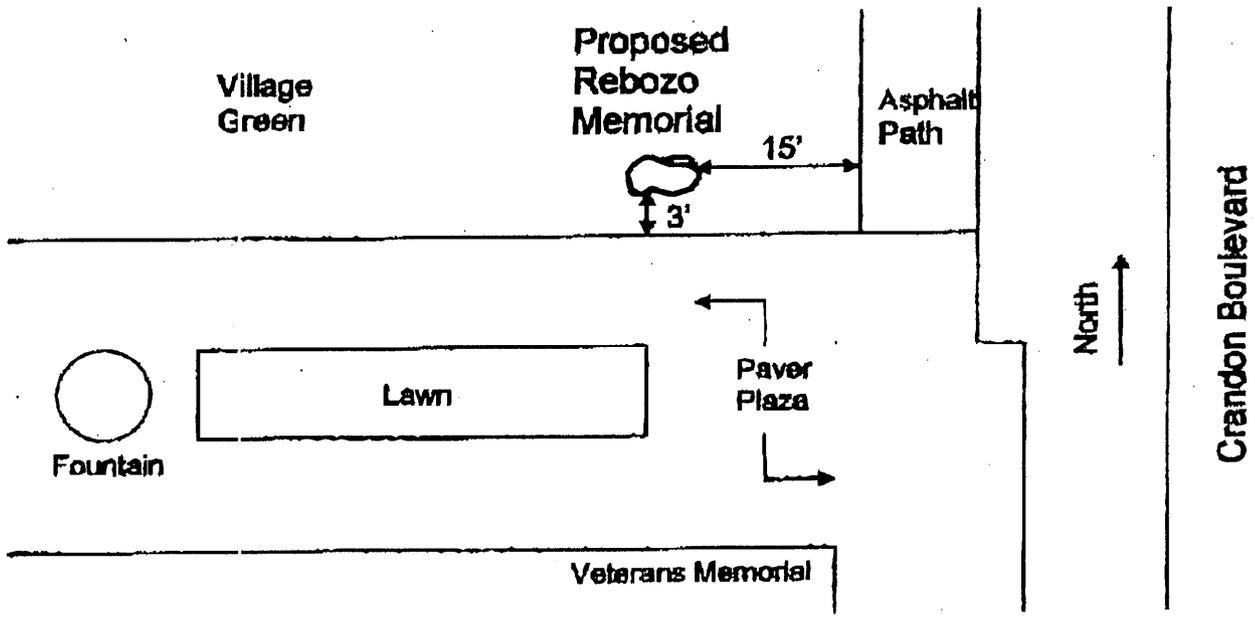
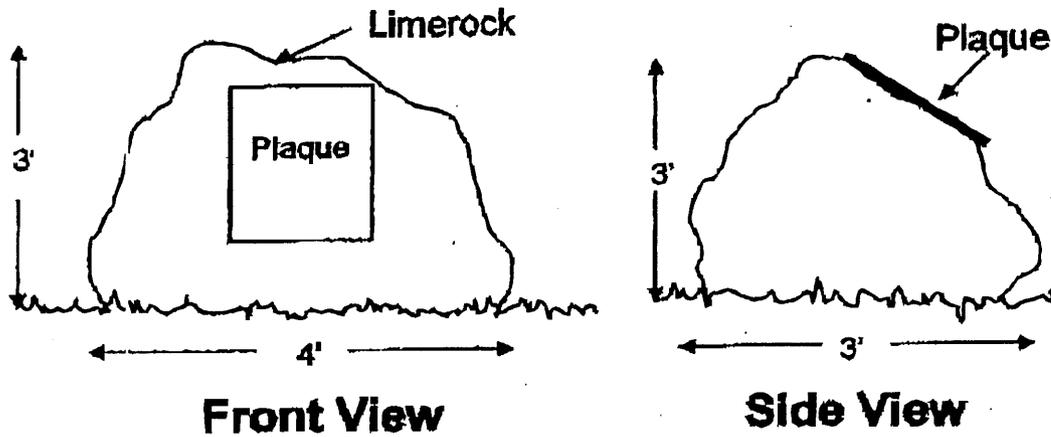
Parcel C:

Tract 7, of a Subdivision of a Portion of MATHESON ESTATE, according to the Plat thereof, as recorded in Plat Book 46, at Page 86, of the Public Records of Dade County, Florida, less the South 150 feet, as measured at right angles to the South line, and less the North 97.33 feet of the South 247.33 feet of Tract 7, as measured at right angles to the Southerly boundary of Tract 7.

EXHIBIT "A"

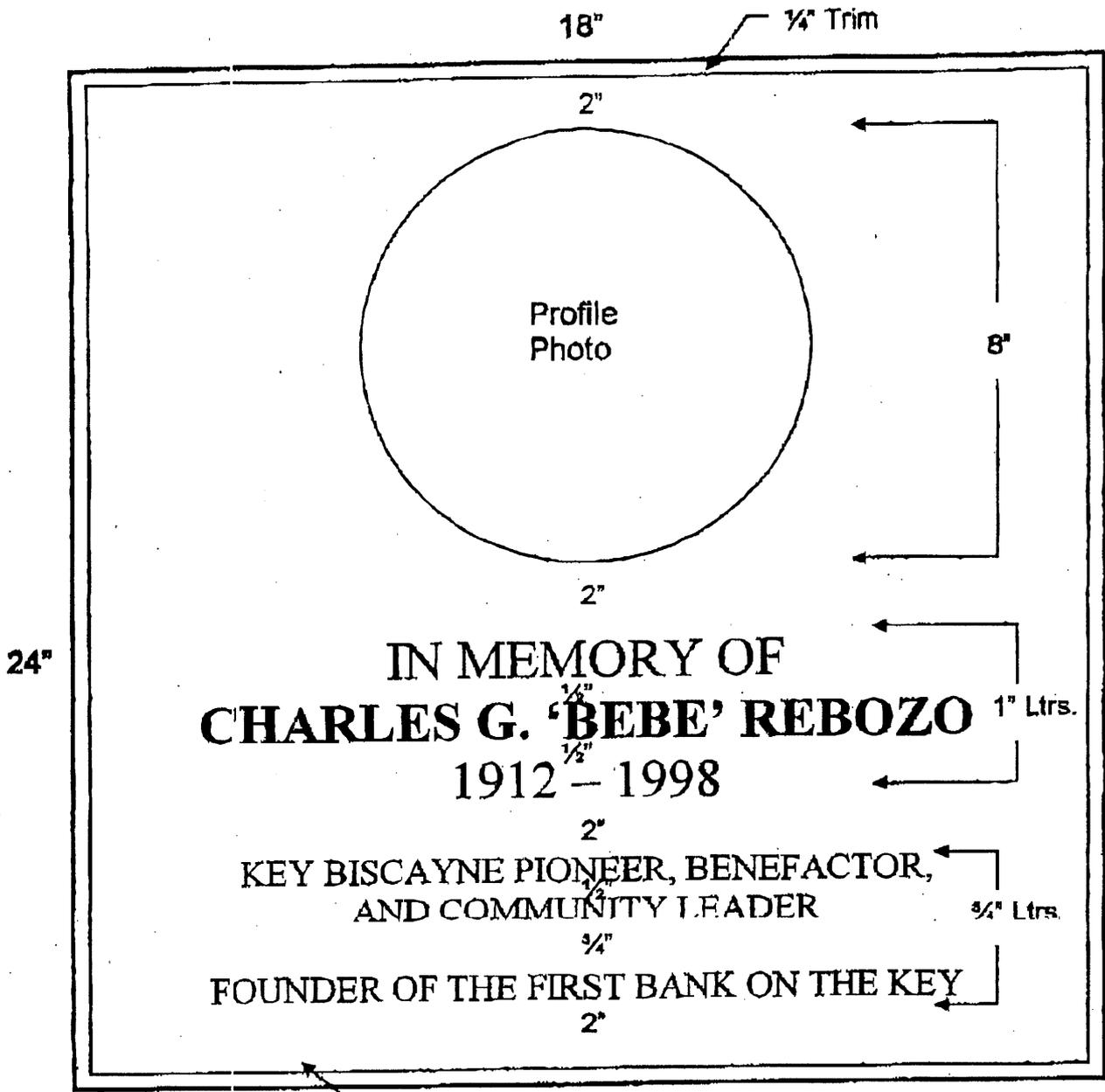
VILLAGE GREEN LEGAL DESCRIPTION

Option 2
Page 2



Memorial Location Plan (Option 2)

EXHIBIT "B" SITE PLAN



Weather-proofed, brushed bronze, dark background, raised light letters, reverse mount, letters New Times Roman

**Plaque Detail
(Option 2)**

LAW OFFICES
**WICKER, SMITH, O'HARA
McCOY, GRAHAM & FORD, P.A.**

GROVE PLAZA BUILDING, 5TH FLOOR
2900 MIDDLE STREET (S.W. 28TH TERRACE)

MIAMI, FLORIDA 33133

(305) 448-3939

FAX (305) 441-1745

WWW.WICKERSMITH.COM

FORT LAUDERDALE

(954) 847-4800

WEST PALM BEACH

(561) 689-3800

ORLANDO

(407) 843-3939

TAMPA

(813) 222-3939

NAPLES

(239) 430-1120

JACKSONVILLE

(904) 355-0225

May 22, 2006

John J. Kendrick, Esquire
Weiss Serota Helfman Pastoriza
& Guedes, P.A.
2665 South Bayshore Drive, Suite 420
Miami, FL 33133

RE: Estate of Charles G. Rebozo
Our File No.: 41633-2

Dear Mr. Kendrick:

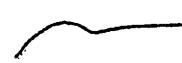
Thank you very much for your letter of May 15, 2006.

The Trustees of the Carmen Rebozo Foundation, Inc. have elected Option 2.

Please finalize the documents so that we might proceed to resolve this matter.

Thank you for your attention to this matter.

Very truly yours,


Nicholas E. Christin

NEC/kfp

cc: Mr. Charles Fréd Rebozo
Mrs. Olga Guilarte
Tina Gilbert
Craig L. Rickert, C.P.A.