

# MEMORANDUM

Agenda Item No. 8(K)(1)

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**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** April 4, 2023

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution authorizing the County Mayor to execute a joinder as mortgagee and consent as fee owner to an Amended and Restated Easement and Sublease Agreement between Lincoln Gardens, LLC, and Lincoln Gardens Elderly, LLC, which among other things, grants a non-exclusive perpetual easement between these entities and the residents for vehicular and pedestrian ingress and egress over, across and through the driveways and walkways constructed from time to time within the project, and for parking within and throughout the project

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The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



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Geri Bonzon-Keenan  
County Attorney

GBK/gh

MDC001

**Date:** April 4, 2023

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Consent as Fee Owner and Mortgagee to an Amended and Restated Easement and Sublease Agreement to Include Access, Walkway, Recreational and Utility Easements for the Lincoln Gardens and Lincoln Gardens Elderly Projects

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## **Executive Summary**

This item seeks the Miami-Dade Board of County Commissioners’ (“Board”) approval to execute a joinder as mortgagee and consent as fee owner (“joinder and consent”) to an Amended and Restated Easement and Sublease Agreement (“amended agreement”) between Lincoln Gardens LLC, a Florida limited liability company, and Lincoln Gardens Elderly LLC, a Florida limited liability company (“owner entities”), for the purpose of granting non-exclusive perpetual easements to the owner entities and the residents of Lincoln Gardens and Lincoln Gardens Elderly (project sites), which such easements grant the owner entities: (1) vehicular and pedestrian ingress and egress over, across and through the driveways and sidewalks on the owner entities’ respective properties, including any access control gates or devices leading to public rights-of-way; (2) parking of motor vehicles in parking areas within the owner entities respective properties; (3) access and connection to public or private utilities that do not have direct connections to the owner entities’ respective properties; and (4) the use and enjoyment of the exterior recreational amenities constructed on within the owner entities respective properties, including but not limited to car care areas, playgrounds, and similar exterior amenities. The owner entities were created by the developer RUDG, LLC (RUDG), which was awarded the right to develop the Liberty Square and Lincoln Gardens public housing sites when the Board adopted Resolution No. R-636-16.

## **Recommendation**

It is recommended that the Board authorize the County Mayor or County Mayor’s designee to execute the joinder and consent to the amended agreement between the owner entities”, for the purpose of granting non-exclusive perpetual easements to the owner entities and the residents of the project sites non-exclusive easement, which such easements grant the owner entities: (1) vehicular and pedestrian ingress and egress over, across and through the driveways and sidewalks on the owner entities respective properties, including any access control gates or devices leading to public rights-of-way; (2) parking of motor vehicles in parking areas within the owner entities respective properties; (3) access and connection to public or private utilities that do not have direct connections to the owner entities’ respective properties; and (4) the use and enjoyment of the exterior recreational amenities constructed on within the owner entities respective properties, including but not limited to car care areas, playgrounds, and similar exterior amenities.

## **Scope**

The project sites are located in District 3, which is represented by Commissioner Keon Hardemon.

## **Fiscal Impact/Funding Source**

This item does not have a fiscal impact.

## **Track Record/Monitor**

Public Housing and Community Development is the County department overseeing this project and the person responsible for monitoring is Interim Director Clarence D. Brown (or the County Mayor's designee).

**Delegated Authority**

Upon the adoption of the resolution, the County Mayor or the County Mayor's designee will be authorized to execute the joinder and consent.

**Background**

The Department issued a competitive solicitation on May 27, 2015, titled: Request for Applications No. 2015-01 to Developer Pool Pursuant to RFQ #794A, #794B and #794C for Redevelopment of Liberty Square and Lincoln Gardens "Liberty Square Rising" (RFA). Liberty Square is the County's largest and oldest public housing site. It contains approximately 57 acres and bounded by NW 67 Street and NW 62 Street, NW 15 Avenue and NW 12 Avenue. Lincoln Gardens is a vacant 9-acre site located at 4701 NW 24 Court (approximately two (2) miles from Liberty Square. The development of these (2) sites comprises the project commonly known as "Liberty Square Rising". On July 6, 2016, the Board adopted Resolution No. R-636-16, which approved the selection of RUDG as the developer of Liberty Square and Lincoln Gardens, also known as Liberty Square Rising. RUDG created the owner entities for the purpose of owning the two phases of the project sites. The planned development of Phase 1 encompassing Lincoln Gardens is completed. On September 21, 2022, the Ground Lease for Phase 2, which is Lincoln Gardens Elderly, was executed.

RUDG has requested that the County execute the joinder and consent to the amended agreement, which provides the following. The owner entities will grant to each other for their use and benefit, and the use and benefit of their successors and assigns who acquire an interest in their respective properties, and their tenants, agents, employees, customers and invitees, a non-exclusive perpetual easement, which such easement shall be for: (1) vehicular and pedestrian ingress and egress over, across and through the driveways and sidewalks on the owner entities respective properties, including any access control gates or devices leading to public rights-of-way; (2) parking of motor vehicles in parking areas within the owner entities respective properties; (3) access and connection to public or private utilities that do not have direct connections to the owner entities' respective properties; and (4) the use and enjoyment of the exterior recreational amenities constructed on within the owner entities respective properties, including but not limited to car care areas, playgrounds, and similar exterior amenities.



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Morris Copeland  
Chief Community Services Officer



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** April 4, 2023

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(K)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(K)(1)  
4-4-23

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A JOINDER AS MORTGAGEE AND CONSENT AS FEE OWNER TO AN AMENDED AND RESTATED EASEMENT AND SUBLEASE AGREEMENT BETWEEN LINCOLN GARDENS, LLC, AND LINCOLN GARDENS ELDERLY, LLC, WHICH AMONG OTHER THINGS, GRANTS A NON-EXCLUSIVE PERPETUAL EASEMENT BETWEEN THESE ENTITIES AND THE RESIDENTS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER, ACROSS AND THROUGH THE DRIVEWAYS AND WALKWAYS CONSTRUCTED FROM TIME TO TIME WITHIN THE PROJECT, AND FOR PARKING WITHIN AND THROUGHOUT THE PROJECT

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** This Board adopts the foregoing recital as if fully set forth herein.

**Section 2.** This Board authorizes the County Mayor or County Mayor's designee to execute the joinder as mortgagee and consent as fee owner to the Amended and Restated Easement and Sublease Agreement between Lincoln Gardens, LLC and Lincoln Gardens Elderly ("amended agreement"), in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference, which such agreement, among other things, grants a non-exclusive perpetual easement for the purpose of granting: (1) vehicular and pedestrian ingress and egress over, across and through the driveways and sidewalks on the owner entities respective properties, including any access control gates or devices leading to public rights-of-way; (2) parking of motor vehicles in

parking areas within the owner entities respective properties; (3) access and connection to public or private utilities that do not have direct connections to the owner entities' respective properties; and (4) the use and enjoyment of the exterior recreational amenities constructed on within the owner entities respective properties, including but not limited to car care areas, playgrounds, and similar exterior amenities.

**Section 3.** This Board, pursuant to Resolution No. R-974-09 hereby directs the County Mayor or County Mayor's designee to provide a recorded copy of the amended agreement to the Clerk of the Board within 30 days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy of said instrument together with this resolution.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ , who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 4<sup>th</sup> day of April, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

LUIS G. MONTALDO, CLERK AD INTERIM

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Terrence A. Smith

EXHIBIT 1

This instrument was prepared by:

Marc J. Sternbaum, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
150 West Flagler St., Suite 2200  
Miami, Florida 33130

Record and return to:  
Marc J. Sternbaum, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
150 West Flagler St., Suite 2200  
Miami, Florida 33130

**EASEMENT AGREEMENT**  
(Lincoln Gardens and Lincoln Gardens Elderly)

This Easement Agreement (the “Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2023 by and between:

LINCOLN GARDENS, LLC, a Florida limited liability company (“LG”); and

LINCOLN GARDENS ELDERLY, LLC, a Florida limited liability company (“LGE”);

each having its principal office located at 2850 Tigertail Avenue, Suite 800, Miami, FL 33133.

RECITALS

A. LG is the owner of a leasehold interest in the property legally described on Exhibit “A” attached hereto and made a part hereof (the “LG Property”) pursuant to that certain lease by and between LG, as lessee, and Miami-Dade County, a political subdivision of the State of Florida (the “County”) as lessor, a Memorandum of which is recorded in Official Records Book 32208, at Page 4750, of the Public Records of Miami-Dade County, Florida.

B. LGE is the owner of a leasehold interest in the property legally described on Exhibit “B” attached hereto and made a part hereof (the “LGE Property”) pursuant to that certain Ground Lease dated as of September 21, 2022 by and between the County, as lessor, and LGE, as lessee,

as evidenced by that certain Memorandum of Lease to be recorded in the Public Records of Miami-Dade County, Florida.

D. LG and LGE are sometimes herein collectively referred to as the “Parties” and each, individually, as a “Party”. The LG Property and the LGE Property are sometimes herein collectively referred to as the “Properties” and each, a “Property”.

E. For good and valuable consideration, each of the Parties has agreed to grant to the other Party as an appurtenance to their respective properties, the non-exclusive easements described herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. Access, Walkway, Recreational and Utility Easements.

a. LG hereby grants to LGE, for its use and benefit, and the use and benefit of its successors and assigns who acquire an interest in the LGE Property, and its tenants, agents, employees, customers and invitees, a non-exclusive perpetual easement (i) for vehicular and pedestrian ingress and egress over, across and through the driveways and sidewalks constructed from time to time within the LG Property, including any access control gates or devices leading to public rights-of-way, (ii) for parking of motor vehicles in parking areas within the LG Property, (iii) for the purpose of access and connection to public or private utilities that do not have direct connections to the LGE Property, and (iv) for the use and enjoyment of the exterior recreational amenities constructed on the LG Property now or in the future, including but not limited to car care areas, playgrounds, and similar exterior amenities (collectively, the “Recreational Facilities”).

b. LGE hereby grants to LG, for its use and benefit, and the use and benefit of its successors and assigns who acquire an interest in the LG Property, and its tenants, agents, employees, customers and invitees, a non-exclusive perpetual easement (i) for vehicular and pedestrian ingress and egress over, across and through the driveways and sidewalks constructed from time to time within the LGE Property, for parking of motor vehicles in parking areas within the LGE Property, (iii) for the purpose of access and connection to public or private utilities that do not have direct connections to the LG Property, and (iv) for the use and enjoyment of the exterior Recreational Facilities constructed on the LGE Property now or in the future.

3. Maintenance. Each of the Parties agrees to maintain the driveways, sidewalks, access control gates or devices, parking areas, and Recreational Facilities within its respective Property for the joint use thereof by the Parties hereto, in working condition and free of material defects, subject to occasional interruption of service due to (i) ordinary wear and tear and use thereof, (ii) routine or extraordinary maintenance or (iii) events beyond the reasonable control of each granting Party; provided, however, that any Party exercising the easement rights granted hereunder in any negligent or willful manner, which causes damage to or disturbance of the applicable Property shall be responsible for any extraordinary maintenance or repair associated with such damage or disturbance. Each Party shall have the right to perform all such maintenance and repairs itself through its management company, or to select the contractor(s) of its choice in connection with all aspects of maintenance, repair and operation of the driveways, sidewalks, parking spaces and Recreational Facilities. LG shall be responsible for 74% of the cost of such maintenance and repair, and LGE shall be responsible for 26% of the cost of such maintenance and repair.

4. Exercise of Utility Easements. With regard to the respective grants of easement rights for the purpose of access and connection to public or private utilities that do not have direct connections to the property owned by a Party, no Party shall exercise such rights in any way that will disturb any buildings, structures or other permanent improvements on the other Party's property or otherwise unduly interfere with the other Party's use and enjoyment of its own property. Any temporary disturbance of the surface required to install utility equipment shall be promptly repaired by the Party causing such disturbance, at its own expense.

5. Indemnity. Each of the Parties hereto agrees to indemnify the other and hold it harmless from and against any and all loss, cost, expense, claims or damages suffered by a Party as a result of the negligent or willful act or omission of the other, its employees, agents and contractors, as a result of the exercise of the rights and obligations of the Parties under this Agreement, except for any such liability, loss, damage, cost or expense as may arise in whole or in part from the acts of the Party seeking indemnification. Each Party shall obtain and maintain commercial general liability insurance which provides coverage for acts occurring not only on its own property but also on the other Property in connection with the exercise of any of the easement rights granted herein, and shall name the other Party as an additional insured. Further, each Party agrees to indemnify the others and hold them harmless from and against any and all loss, cost, expense, claims or damages arising from any construction liens placed on the other Property by any subcontractors or materialmen providing services or materials to them, respectively.

6. Successors and Assigns; No Merger. This Agreement shall bind, and the benefit thereof shall inure to, the respective successors and assigns of the Parties hereto. It is expressly intended that there shall be no merger of the interests created by this Agreement arising as a result of any future common ownership of any of the Properties.

7. No Public Dedication. Nothing contained in this Agreement shall, in any way, be deemed or constituted a gift of or dedication of any portion of any lands described herein to the general public or for the benefit of the general public whatsoever, it being the intention of the Parties hereto

that this Agreement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the persons herein named.

8. Remedies. Upon a default by any Party hereto the non-defaulting Party shall have any and all remedies available at law or in equity; provided, however, that no Party shall have the right to invoke any equitable remedy which would deny another Party physical access to its Property.

9. Enforcement. In the event it becomes necessary for any Party including the holder of any mortgage lien to defend or institute legal proceedings as a result of the failure of either Party to comply with the terms, covenants and conditions of this Agreement, the prevailing Party in such litigation shall recover from the other Party all costs and expenses incurred or expended in connection therewith, including, without limitation, reasonable attorneys' fees and costs, at all levels.

10. Notices to Mortgagees and Investor Members. Each of the Parties agrees to furnish duplicate copies of any notices of default delivered to the other, to the holder of any mortgage lien encumbering their respective Properties, provided that the identity and address of such mortgagees have been made known to the Party sending any such notice. Copies of such notices shall also be delivered to the respective investor members of the Parties, provided that the identity and address of such members have been made known to the Party sending any such notices.

11. Amendment. The Parties hereto agree that this Agreement may not be amended, released or terminated without the prior written consent of (i) respective investor members of the Parties and (ii) the holder of any mortgage encumbering the property to be affected by such amendment.

12. Third Party Beneficiary. So long as any mortgage loan remains outstanding with respect to any Property, or any amounts are owed to the holder(s) of such mortgages, such holder(s) shall be deemed an intended third-party beneficiary hereof and entitled to enforce the provisions hereof. In addition, the respective investor members of the Parties, together with their partners, members or shareholder, as applicable, shall be deemed an intended third-party beneficiary hereof and entitled to enforce the provisions hereof.

13. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so in this Agreement.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, either of the Parties hereto by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

16. Notices. All notices, demands, requests or other communications required or permitted to be given hereunder shall be deemed delivered and received upon actual receipt or refusal to receive same, and shall be made by United States certified or registered mail, return receipt requested, by nationally recognized overnight courier service such as Federal Express, or by hand delivery, and shall be addressed to (a) the respective Parties at the addresses set forth in the preamble to this Agreement, (b) the investor members of the Parties, as specified in Section 10 above, and (c) the holder of any mortgage lien encumbering their respective properties, as provided in Section 10 above.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating in any manner to the subject matter of this Agreement. No prior agreement or understanding pertaining to same shall be valid or of any force or effect, and the covenants and agreements herein contained cannot be altered, changed or supplemented except in writing and signed by the Parties hereto.

18. Severability. If any clause or provision of this Agreement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Agreement shall not be affected thereby and shall be legal, valid and enforceable.

19. Venue; Jurisdiction. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions. Further, the Parties hereto agree to avail themselves of and submit to the personal jurisdiction of the Courts of the State of Florida in Miami-Dade County.

20. Bankruptcy. In the event of any bankruptcy affecting any Party hereto this Agreement shall, to the maximum extent permitted by law, run with the land and not be capable of rejection by the bankrupt debtor.

SIGNATURES APPEAR ON FOLLOWING PAGES





EXHIBIT "A"

Lincoln Gardens

PORTIONS OF TRACTS 1, 2, 3 AND 4, "LINCOLN GARDENS", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48 AT PAGE 56 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. TOGETHER WITH THOSE PORTIONS OF THE PLATTED ALLEYS AND NW 24TH COURT AS VACATED PURSUANT TO RESOLUTION R-636-73, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWING:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (S.E. 1/4), SOUTHWEST QUARTER (S.W. 1/4), NORTHWEST QUARTER (N.W. 1/4) OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST; THENCE RUN NORTH 89°55'52" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (S.E. 1/4), SOUTHWEST QUARTER (S.W. 1/4), NORTHWEST QUARTER (N.W. 1/4) OF SAID SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, FOR 25.00 FEET; THENCE RUN SOUTH 00°06'50" WEST FOR A DISTANCE OF 75.02 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 00°06'50" WEST, ALONG THE EAST LINE OF SAID TRACT 2, FOR A DISTANCE OF 313.70 FEET TO A POINT; THENCE RUN NORTH 90°00'00" WEST FOR A DISTANCE OF 89.35 FEET TO A POINT; THENCE RUN SOUTH 00°00'06" WEST FOR A DISTANCE OF 142.12 FEET TO A POINT; THENCE RUN NORTH 89°59'43" WEST FOR A DISTANCE OF 184.61 FEET TO A POINT; THENCE RUN SOUTH 00°00'00" EAST FOR A DISTANCE OF 106.55 FEET TO A POINT ON THE SOUTH LINE OF TRACT 1; THENCE RUN NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF TRACT 1 AND TRACT 4, FOR A DISTANCE OF 321.12 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE RUN ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°13'20", FOR AN ARC DISTANCE OF 39.37 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°13'20" EAST ALONG THE WEST LINE OF TRACT 3 FOR A DISTANCE OF 140.45 FEET TO A POINT; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 90.00 FEET TO A POINT; THENCE RUN NORTH 00°00'00" EAST FOR A DISTANCE OF 282.55 FEET TO A POINT; THENCE RUN NORTH 90°00'00" WEST FOR A DISTANCE OF 88.90 FEET TO A POINT ON THE WEST LINE OF TRACT 3; THENCE RUN NORTH 00°13'20" EAST FOR A DISTANCE OF 115.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°50'48", FOR AN ARC DISTANCE OF 39.20 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°55'52" EAST, ALONG A LINE PARALLEL WITH, AND 50.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHEAST QUARTER (S.E. 1/4), SOUTHWEST QUARTER (S.W. 1/4), NORTHWEST QUARTER (N.W. 1/4) OF SAID SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, FOR A DISTANCE OF 568.62 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°02'42", FOR AN ARC DISTANCE OF 39.29 FEET TO A POINT OF TANGENCY, SAID POINT ALSO BEING THE POINT OF BEGINNING, ALL LYING AND BEING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"  
Lincoln Gardens Elderly

PORTIONS OF TRACTS 1 AND 2, "LINCOLN GARDENS", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48 AT PAGE 56 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. TOGETHER WITH THOSE PORTIONS OF THE PLATTED ALLEYS AND NW 24TH COURT AS VACATED PURSUANT TO RESOLUTION R-636-73, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWING:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (S.E. 1/4), SOUTHWEST QUARTER (S.W. 1/4), NORTHWEST QUARTER (N.W. 1/4) OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST; THENCE RUN NORTH 89°55'52" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (S.E. 1/4), SOUTHWEST QUARTER (S.W. 1/4), NORTHWEST QUARTER (N.W. 1/4) OF SAID SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, FOR 25.00 FEET; THENCE RUN SOUTH 00°06'50" WEST FOR A DISTANCE OF 75.02 FEET TO A POINT; THENCE CONTINUE SOUTH 00°06'50" WEST, ALONG THE EAST LINE OF SAID TRACT 2, FOR A DISTANCE OF 313.70 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 00°06'50" WEST, ALONG THE EAST LINE OF SAID TRACT 2, ITS SOUTHERLY EXTENSION AND THE EAST LINE OF SAID TRACT 1, FOR A DISTANCE OF 223.70 FEET TO POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°53'10", FOR AN ARC DISTANCE OF 39.22 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT 1, FOR A DISTANCE OF 248.52 FEET TO A POINT; THENCE RUN NORTH 00°00'00" EAST FOR A DISTANCE OF 106.55 FEET TO A POINT; THENCE RUN SOUTH 89°59'43" EAST FOR A DISTANCE OF 184.61 FEET TO A POINT; THENCE RUN NORTH 00°00'06" EAST FOR A DISTANCE OF 142.12 FEET TO A POINT; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 89.35 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

**JOINDER BY MORTGAGEE**  
**(HFA Loan)**

The undersigned, as Mortgagee under that certain Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing by Lincoln Gardens, LLC, a Florida limited liability company, as mortgagor, in favor of The Housing Finance Authority of Miami-Dade County, as mortgagee, recorded on November 24, 2020, in Official Records Book 32208, Page 4880 of the Public Records of Miami-Dade County, Florida, and assigned to the undersigned by Assignment of Leasehold Mortgage and Collateral Loan Documents recorded on November 24, 2020, in Official Records Book 32208, Page 4920 of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Easement does hereby acknowledge that the terms of the Easement shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**MORTGAGEE:**

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as Fiscal Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this \_\_\_ of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of The Bank of New York Mellon Trust Company, N.A., a national banking association, as Fiscal Agent, on behalf of the bank.

- Personally Known
- Produced Driver's License No. \_\_\_\_\_
- Produced: \_\_\_\_\_

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**JOINDER BY MORTGAGEE**  
**(County Loan)**

The undersigned, as Mortgagee under that certain Leasehold Mortgage and Security Agreement and Assignment of Leases, Rents and Profits by Lincoln Gardens, LLC, a Florida limited liability company, as mortgagor, in favor of Miami-Dade County, as mortgagee, recorded on December 3, 2020, in Official Records Book 32221, Page 329 of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Easement does hereby acknowledge that the terms of the Easement shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved as to  
form and legal sufficiency:

By: \_\_\_\_\_  
Terrence A. Smith  
Asst. County Attorney

**MORTGAGEE:**

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

By: \_\_\_\_\_  
Morris Copeland, Chief Community Services  
Officer

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this \_\_\_ of \_\_\_\_\_, 2023, by Morris Copeland, as Chief Community Services Officer of Miami-Dade County, a political subdivision of the State of Florida

- Personally Known
- Produced Driver's License No. \_\_\_\_\_
- Produced: \_\_\_\_\_

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**JOINDER BY MORTGAGEE**  
**(Lincoln Gardens Lenders loan)**

The undersigned, as Mortgagee under that certain Leasehold Mortgage and Security Agreement and Assignment of Leases by Lincoln Gardens, LLC, a Florida limited liability company, as mortgagor, in favor of Lincoln Gardens Lenders, LLC, a Florida limited liability company, as mortgagee, recorded on December 3, 2020, in Official Records Book 32221, Page 409 of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Easement does hereby acknowledge that the terms of the Easement shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**MORTGAGEE:**

LINCOLN GARDENS LENDERS, LLC, a Florida limited liability company

By:                     *TD*                      
Tony Del Pozzo, Vice President

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of  physical presence or ( ) online notarization this 21<sup>st</sup> of Dec., 2023, by Tony Del Pozzo, as Vice President of LINCOLN GARDENS LENDERS, LLC, a Florida limited liability company, on behalf of the company.

- Personally Known
- Produced Driver's License No. \_\_\_\_\_
- Produced: \_\_\_\_\_



                    *Vanessa Piloto*                      
Print or Stamp Name:                     *Vanessa Piloto*                      
Notary Public, State of Florida at Large  
Commission No.:                     *HH213353*                      
My Commission Expires:                     *2/18/24*

CONSENT BY FEE OWNER

MIAMI-DADE COUNTY, a political subdivision of the State of Florida, as the owner of fee simple title to the Property, hereby consents to the foregoing Easement and agrees to be bound thereby upon the expiration or termination of any applicable ground lease of any of the Parties. Nothing herein shall be deemed to alter the terms of any of the respective the ground leases between the County and the respective Parties.

Attest:  
Harvey Ruvin, County Clerk

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Morris Copeland, Chief Community  
Services Officer

Approved for legal sufficiency:

By: \_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

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

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023 by Morris Copeland, as Chief Community Services Officer of MIAMI-DADE COUNTY, a political subdivision of the State of Florida. He \_\_\_ is personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_