

MEMORANDUM

Agenda Item No. 8(K)(5)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 4, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution amending Resolution No. R-1059-19 to clarify that the sources of funding of the \$14.7 million in loans invested in certain public housing projects redeveloped by Related Urban Development Group, LLC or its affiliate (Related Urban), and that have been prepaid authorizing the County Mayor to loan \$13,015,223.00 of the repaid loans to Related Urban or its affiliate for the substantial rehabilitation of the Robert King High public housing site; retroactively authorizing the County Mayor's action in lending and executing loan and related documents in the amount of \$1,700,000.00 for the substantial rehabilitation of Joe Moretti Phase 2B; authorizing the County Mayor to execute a conditional loan commitment and standard shell contracts, standard shell documents, amendments and other documents or agreements necessary related to the Robert King High project; and authorizing the County Mayor to subordinate or modify the terms of contracts, agreements, amendments and loan documents, and to exercise the termination, waiver, acceleration and other provisions

Resolution No. R-431-21

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



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: May 4, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Amendment to Resolution No. R-1059-19 to Clarify Sources of Funds to be Repaid in Full by Related Urban Development Group and Related Loans for the Substantial Rehabilitation of Robert King High and Joe Moretti Phase 2B Public Housing Sites

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board):

1. Approve an amendment to Resolution No. R-1059-19 to clarify that in addition to Documentary Stamp Surtax funds (Surtax), State Housing Initiatives Partnership (SHIP) program funds, Community Development Block Grant (CDBG) funds and other federal funds were included as additional sources of funding of loans totaling \$14.7 million to Related Urban Development Group, LLC or its affiliates (Related Urban), for the redevelopment of the public housing projects, which include Jack Orr, Joe Moretti Phase I, Joe Moretti Phase II A, Stirrup Plaza, South Miami Plaza, Dante Fascell, Collins Park, and Three Round Tower A public housing sites (public housing sites);
2. Authorize the County Mayor or the County Mayor’s designee, in accordance with Resolution No. R-1059-19 and section 17-02 of the Code of Miami Dade County, to loan to Related Urban or its affiliate entity a total of \$13,015,223.00 of the repaid loans for the substantial rehabilitation of Robert King High public housing site;
3. Retroactively authorize the County Mayor’s designee’s action in loaning to Related Urban or its affiliate entity \$1,700,000.00 of CDBG funds that were repaid by Related Urban for the substantial rehabilitation of Joe Moretti Phase 2B, which such loan amount was comprised entirely of CDBG funds that were repaid by Related Urban;
4. Authorize the County Mayor or the County Mayor’s designee to execute loan and other related documents for the Robert King High project and retroactively authorize the County Mayor or the County Mayor’s designee’s action in executing loan documents and other related documents for the Joe Moretti Phase 2B project, including the execution of (a) conditional loan commitments, (b) all standard shell contracts, standard shell loan documents, amendments and other agreements, (c) upon a determination that such actions are in the best interest of the County, subordination agreements; and (d) Rental Assistance Demonstration (RAD)-related documents required by the United States Department of Housing and Urban Development (HUD); and

5. Authorize the County Mayor or the County Mayor’s designee to modify the terms of contracts, agreements, amendments and loan documents so long as such modifications are approved by the County Attorney’s Office and are not substantially inconsistent with the Board’s resolution, and to exercise the termination, waiver, acceleration, or other provisions set forth therein.

Scope

This item has a countywide impact. Robert King High, Joe Moretti Phase 2B, Jack Orr, Joe Moretti Phase I and Joe Moretti Phase II A are located within County Commission District 5 represented by Commissioner Eileen Higgins; Stirrup Plaza and South Miami Plaza are located in County Commission District 7 represented by Commissioner Raquel A. Regalado; and Dante Fascell, Collins Park, and Three Round Tower A are located in County Commission District 3 represented by Commissioner Keon Hardemon.

Delegation of Authority

This item requests a delegation of authority to the County Mayor or the County Mayor’s designee to execute loan and other related documents related to Robert King High and Joe Moretti Phase 2B, including the execution of: (a) conditional loan commitments; (b) all standard shell contracts; standard shell loan documents, amendments, and other agreements; (c) upon a determination that such actions are in the best interest of the County, subordination agreements; and (d) RAD-related documents required by HUD. Further, the County Mayor or the County Mayor’s designee will have the authority to modify the terms of contracts, agreements, amendments, and loan documents so long as such modifications are approved by the County Attorney’s Office and are not substantially inconsistent with the Board’s resolution, and to exercise the termination, waiver, acceleration, or other provisions set forth therein.

Fiscal Impact/Funding Source

There is no additional fiscal impact to the County. The \$14.7 million loan has been repaid in full by Related Urban. Miami-Dade Public Housing and Community Development Department (Department) intends to use these funds for the substantial rehabilitation of Robert King High and Joe Moretti Phase 2B projects.

Track Record/Monitor

The projects will be monitored by Michael Liu, Department Director.

Background

On October 3, 2019, the Board adopted Resolution No. R 1059-19, authorizing the submission of the RAD application and any other necessary documents to HUD for the conversion of certain public housing projects to Section 8 project-based housing through the RAD program. In addition, the resolution directed that in the event Related Urban repaid in full the Surtax loans in the approximate amount of \$14.7 million, associated with the public housing sites, before the date on which such loans were due in full, the County Mayor or the County Mayor’s designee is authorized to re-loan such funds, in part, for the substantial rehabilitation of Robert King High, a 315-unit elderly public housing site, and Joe Moretti 2B, a 96-unit public housing site, as authorized by section 17-02 of the Code of Miami-Dade County. However, the County Mayor’s memorandum did not disclose to the Board that there were additional sources of funding that comprised the \$1.4

million. The Board item should have disclosed that \$6,179,039.00 was from Surtax, \$3,718,750.00 from SHIP, \$1,292,434.00 from CDBG and \$1,825,000.00 from other federal funds. It should also be noted that the CDBG loan funding for the Robert King High project was also addressed by Resolution No. R-1118-20, which approved the County’s Fiscal Year 2020-2024 Consolidated Plan and Fiscal Year 2020 Action Plan. Subsequent to the Board’s adoption of Resolution No. R-1059-19, Related Urban repaid the entire amount owed to the County. Thereafter, the County recorded in the public record a satisfaction of the mortgages, as evidenced by the attached instrument (Attachment 1).

In order to fund the substantial rehabilitation of Robert King High, the Department recommends that the County Mayor or the County Mayor’s designee be authorized to loan to Related Urban or its affiliate entity \$13,015,223.00 from the repaid loans, of which \$6,179,039.00 will be from Surtax, \$3,718,750.00 will be from SHIP, \$1,292,434.00 from CDBG and \$1,825,000.00 from other federal funds. Additionally, in an effort to meet HUD’s RAD conversion schedule for the County’s public housing projects, on September 25, 2020, the County, HUD and other lenders closed on the financing for the Joe Moretti Phase 2B project. This included the execution by the County of the loan documents and the HUD-related RAD documents. As noted above, \$1,700,000.00 in repaid CDBG funds were used to finance the substantial rehabilitation of this project.



Morris Copeland
Chief Community Services Officer

Attachment



CFN 2020R0490751
 OR BK 32078 Pgs 2804-2806 (3Pgs)
 RECORDED 08/31/2020 14:52:45
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

SATISFACTION OF LEASEHOLD MORTGAGE AND RELATED LOAN DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS: ("Security Instrument") That Miami-Dade County, a political subdivision of the State of Florida, existing under the laws of the State of Florida is the owner and holder of a certain mortgage deed executed by **Three Round Tower A, LLC**, a Florida limited liability company to Miami-Dade County, Florida bearing date the 16th day of **October, 2017** and recorded in Official Records Book 30720, Page 2606, Collateral Assignment of Leases, Rents and Contract Rights recorded in Official Records Book 30720 Page 2633, and UCC-1 Financing Statement recorded in Official Records Book 30720, Page 2646 in the office of the Clerk of the Circuit Court of 11th Judicial Circuit Miami-Dade County, Florida, securing certain note(s) in the principal sum of **Four Million and No/100 Dollars (U.S. \$4,000,000.00)** and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows to wit:

"EXHIBIT A"

hereby acknowledges full payment and satisfaction of said note and mortgage deed, and surrenders the same as canceled, and hereby directs the clerk of the said Circuit Court to cancel the same of record.

IN WITNESS WHEREOF Miami-Dade County, a political subdivision of the State of Florida, by and through its County Mayor, has caused these presents to be executed in its name and its official seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 26 day of August 2020

ATTEST:
Clerk/Deputy Clerk



Signed, sealed and delivered in the presence of:

Olga Calabrese

MIAMI-DADE COUNTY

A political subdivision of the State of Florida
MAURICE L. KEMP
 DEPUTY MAYOR
 MIAMI-DADE CTY. FL

By [Signature]
 COUNTY MAYOR

The foregoing instrument was acknowledged before me this 26th day of August, A.D. 2020, by Maurice L. Kemp, the Deputy Mayor of Miami-Dade County, Florida, on behalf of the Board of County Commissioners. He/She is personally known to me or has produced the following type of identification _____, and did not take an oath.

Printed Name: Yvonne Ramirez
 Notary Public, State of Florida

This Instrument prepared by:
 Public Housing and Community Development
 Leyani Sosa
 701 NW 1st Court, 14th Floor
 Miami, FL 33136

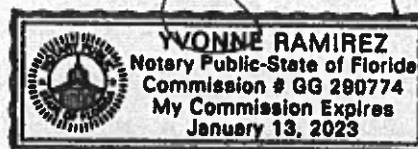


EXHIBIT A
LEGAL DESCRIPTION

See attached

Parcel 1 (Leasehold Parcel):

The South 360 feet of Tract "A" in FORMAN SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 90, Page 99, of the Public Records of Miami-Dade County, Florida.

And

Parcel 2 (Easement Parcel):

Together with those certain easements for the benefit of Parcel 1 as set forth in that certain Access, Amenities and Parking Agreement and Easement by and among Three Round Tower A, LLC, a Florida limited liability company, Three Round Tower B and C, LLC, a Florida limited liability company, and Brisas Del Este Apartments, LLC, a Florida limited liability company, over, under and across the following described property:

Tract "A", in FORMAN SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 90, Page 99, of the Public Records of Miami-Dade County, Florida, LESS AND EXCEPT the South 360 feet thereof AND LESS AND EXCEPT the North 241 feet thereof; and

The North 241 feet of Tract "A", in FORMAN SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 90, Page 99, of the Public Records of Miami-Dade County, Florida.



CFN 2020R0473620
 OR BK 32066 Pg 4614 (1Pgs)
 RECORDED 08/25/2020 09:04:29
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

SATISFACTION OF LEASEHOLD MORTGAGE AND RELATED LOAN DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS: ("Security Instrument") That Miami-Dade County, a political subdivision of the State of Florida, existing under the laws of the State of Florida is the owner and holder of a certain mortgage deed executed by Joe Moretti Phase Two, LLC., a Florida limited liability company to Miami-Dade County, Florida bearing date the 22nd day of September, 2015 and recorded in Official Records Book 29787, Page 2532, Collateral Assignment of Leases, Rents and Contract Rights recorded in Official Records Book 29787 Page 2558, and UCC-1 Financing Statement recorded in Official Records Book 29787, Page 2571 in the office of the Clerk of the Circuit Court of 11th Judicial Circuit Miami-Dade County, Florida, securing certain note(s) in the principal sum of One Million One Hundred Ninety Thousand Ninety-One and No/100 Dollars (U.S. \$1,190,091.00) and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows to wit:

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Block 35 South, of CITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

hereby acknowledges full payment and satisfaction of said note and mortgage deed, and surrenders the same as canceled, and hereby directs the clerk of the said Circuit Court to cancel the same of record.

IN WITNESS WHEREOF Miami-Dade County, a political subdivision of the State of Florida, by and through its County Mayor, has caused these presents to be executed in its name and its official seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 18 day of August 2020.

ATTEST:
Clerk/Deputy Clerk

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

Signed, sealed and delivered in the presence of

Olga Velazquez

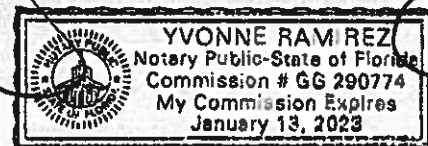


By M. F.
COUNTY MAYOR

The foregoing instrument was acknowledged before me this 18th day of August, A.D. 2020, by Maurice C. Kemp, the Deputy Mayor of Miami-Dade County, Florida, on behalf of the Board of County Commissioners. He/She is personally known to me or has produced the following type of identification _____, and did not take an oath.

Printed Name: Yvonne Ramirez
Notary Public, State of Florida

This Instrument prepared by:
Public Housing and Community Development
Leyani Sosa
701 NW 1st Court, 14th Floor
Miami, Fl. 33136





CFN 2020R0514349
 OR BK 32095 Pg 2408 (1Pg)
 RECORDED 09/11/2020 14:46:16
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

SATISFACTION OF LEASEHOLD MORTGAGE AND RELATED LOAN DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS: ("Security Instrument") That Miami-Dade County, a political subdivision of the State of Florida, existing under the laws of the State of Florida is the owner and holder of a certain mortgage deed executed by Collins Park Apartments, LLC a Florida limited liability company to Miami-Dade County, Florida bearing date the 15th day of April, 2015 and recorded in Official Records Book 29586, Page 0702, Collateral Assignment of Leases, Rents and Contract Rights recorded in Official Records Book 29586, Page 0730, and UCC-1 Financing Statement recorded in Official Records Book 29586, Page 0743 in the office of the Clerk of the Circuit Court of 11th Judicial Circuit Miami-Dade County, Florida, securing certain note(s) in the principal sum of One Million Eight Hundred Twenty Five Thousand and No/100 Dollars (U.S. \$1,825,000.00) and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows to wit:

Lots 4, 5, 6, 7, 8, 9, 10, 14, 15 and 16, COLLINS PARK, according to the plat thereof as recorded in Plat Book 9, Page 102, of the Public Records of Miami-Dade County, Florida.

hereby acknowledges full payment and satisfaction of said note and mortgage deed, and surrenders the same as canceled, and hereby directs the clerk of the said Circuit Court to cancel the same of record.

IN WITNESS WHEREOF Miami-Dade County, a political subdivision of the State of Florida, by and through its County Mayor, has caused these presents to be executed in its name and its official seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 10 day of September 2020.

ATTEST:
Clerk/Deputy Clerk

Signed, sealed and delivered in the presence of

[Signature]
9/10/2020



MIAMI-DADE COUNTY

A political subdivision
of the State of Florida

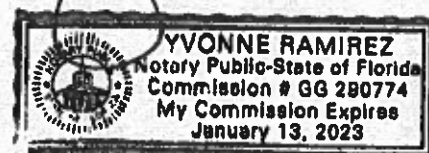
JACK OSTERHOLT
DEPUTY MAYOR
MIAMI-DADE CTY. FL

By *[Signature]*
COUNTY MAYOR

The foregoing instrument was acknowledged before me this 10th day of Sept, A.D. 2020, by Jack Osterholt, the Deputy Mayor of Miami-Dade County, Florida, on behalf of the Board of County Commissioners. He/She is personally known to me or has produced the following type of identification _____, and did not take an oath.

Printed Name: Yvonne Ramirez
Notary Public, State of Florida

This Instrument prepared by:
Public Housing and Community Development
Leyani Sosa
701 NW 1st Court, 14th Floor
Miami, FL 33136



This Instrument Was Prepared By:

Patricia K. Green, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

CFN: 20200420194 BOOK 32031 PAGE 371
DATE 07/30/2020 04:28:48 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Record and Return To:

Patricia K. Green, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

SATISFACTION OF MORTGAGE
(County Loan-Stirrup Plaza)

1. STIRRUP PLAZA PRESERVATION PHASE ONE LLC, a Florida limited liability company (the "Mortgagor"), by Leasehold Mortgage and Security Agreement and Assignment of Leases, Rents and Profits dated December 27, 2012 by Mortgagor, in favor of Miami-Dade County, as mortgagee, recorded on January 15, 2013, in Official Records Book 28444, Page 2569, of the Public Records of Miami-Dade County, mortgaged unto MIAMI-DADE COUNTY (the "Mortgagee"), the premises described in Exhibit "A" hereto.
2. Mortgagee hereby acknowledges full payment and satisfaction of the indebtedness secured by the Mortgage, and releases and surrenders the same as cancelled and terminated.
3. The following security documents are also released and surrendered:
 - a. Collateral Assignment of Leases, Rents and Contract Rights dated as of December 27, 2012, by Stirrup Plaza Preservation Phase One, LLC, a Florida limited liability company, as assignor, to Miami-Dade County, a political subdivision of the State of Florida, as assignee, recorded on January 15, 2013, in Official Records Book 28444, Page 2597; and
 - b. UCC-1 Financing Statement from Dante Fascell Preservation, LLC, a Florida limited liability company, as debtor, in favor of Miami-Dade County, a political subdivision of the State of Florida, as secured party, recorded on January 15, 2013, in Official Records Book 28444, Page 2136.

RECORDING REFERENCES HEREIN ARE TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

-I-

#8618837 v1
30364-1116

CFN: 20200420194 BOOK 32031 PAGE 372

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in its name by its duly authorized and appointed corporate officers and have caused its corporate seal to be unto affixed this 22 day of July, 2020.

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

Attest:

By: [Signature]
Miami-Dade County Clerk



By: [Signature]
Name: Maurice L. Kemp
Title: Deputy Mayor

Approved as to form and legal sufficiency:

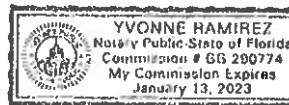
[Signature]
Terrence A. Smith
Assistant County Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ audio visual means, this 22 day of July, 2020, by Maurice L. Kemp, as Deputy Mayor of MIAMI-DADE COUNTY, a political subdivision of the State of Florida, who is personally known to me or has produced _____, as identification.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires:



#8618237 v1
30364-1116

-2-

CFN: 20200420194 BOOK 32031 PAGE 373

EXHIBIT A

LEGAL DESCRIPTION

That portion of Lots 1, 2 and Lot 3 LESS the West 20.00 feet thereof, E.W.F. STIRRUP SUBDIVISION, according to the plat thereof as recorded in Plat Book 1, Page 12, of the Public Records of Miami - Dade County, Florida, and that portion of Lots 29 and 30, MUNDY'S ADDITION, according to the plat thereof as recorded in Plat Book 15, Page 29, of the Public Records of Miami - Dade County, Florida, lying South of the Southeasterly Right of Way line of State Road No. 5 (U.S. Highway No. 1), as it now exist and Lots 4, 5, 6 and 7 of said E.W.F. STIRRUP SUBDIVISION, LESS the West 20.00 feet thereof and the East 20.00 feet of Lots 8, 9, 10 and 11 AND LESS the South 20 feet of said Lot 11, E.W.F. STIRRUP SUBDIVISION, and Lots 1, 2, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40 of said MUNDY'S ADDITION.

LESS AND EXCEPT the external area of a 25.00 foot radius curve on the Southeast corner of Lot 2 of said MUNDY'S ADDITION, concave to the Northwest and perpendicular to the East and South lines of said Lot 2, having a central angle of 90°51'14" and an arc distance of 39.64 feet.

ALSO KNOWN AS:

A portion of land in the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southwest corner of Northwest 1/4, Northwest 1/4 of said Section 21; thence South 89°10'30" East a distance of 242.60 feet; thence North a distance of 25.00 feet to the Point of Beginning said point also being the North Right of Way of Day Avenue as it now exists; thence North a distance of 201.00 feet; thence North 89°55'44" West a distance of 207.98 feet; thence North a distance of 229.04 feet; thence North 29°35'10" East a distance of 18.49 feet; thence North 47°56'42" East a distance of 156.35 feet; thence South 89°55'44" East a distance of 102.78 feet; thence North a distance of 92.86 feet; thence North 47°56'42" East a distance of 114.35 feet; thence South 89°10'30" East a distance of 23.23 feet; thence South 00°01'44" East for 696.57 feet to a point of curvature; thence South and Southwesterly along the arc of a 25.00 feet radius curve and a central angle of 90°51'14" a distance of 39.64 feet to a point of tangency, said point being on the North Right of Way line of Day Avenue; thence North 89°10'30" West along said North Right of Way line a distance of 103.16 feet to the Point of Beginning.

LESS AND EXCEPT THEREFROM the property conveyed by Miami-Dade County to the City of Miami in that County Deed recorded in Official Records Book 29283, Page 591.

ALSO LESS AND EXCEPT THEREFROM the property released from the above referenced Ground Lease in the Amendment To Memorandum Of Ground Lease recorded in Official Records Book 29526, Page 28 being more particularly described as follows:

-3-

#8618837 v1
30364-1116

CFN: 20200420194 BOOK 32031 PAGE 374

That portion of Lots 5, 6 and 7, that portion of Lots 8, 9 and 10, E.W.F. STIRRUP SUBDIVISION, according to the Plat thereof as recorded in Plat Book 1, Page 12, of the Public Records of Miami-Dade County, Florida, and that portion of Lots 1, 2, 34, 35, 36, 37, 38, 39 and 40, MUNDY'S ADDITION, according to the Plat thereof as recorded in Plat Book 15, Page 29, of the Public Records of Miami-Dade County, Florida, more particularly described as follows: Commence at the southeast corner of said Lot 2, MUNDY'S ADDITION; thence Northerly along the East line of said Lot 2, said line also being the West right of way line of Mundy Street a distance of 86.35 feet to the Point of Beginning; thence Westerly perpendicular to the previously described line 124.48 feet; thence Northerly along a line 16 feet West of and parallel to the West line of said Lot 1, MUNDY'S ADDITION, 121.56 feet; thence Westerly along a line 5 feet North of and parallel to the South line of said Lot 7, E.W.F. STIRRUP SUBDIVISION, 73.94 feet; thence Northerly perpendicular to the previously described line 56.17 feet; thence Northeasterly along a line parallel to the Southeasterly Right of Way line of State Road No. 5 (U.S. Highway No. 1) 195.58 feet; thence Northerly along a line parallel to the East line of said Lot 35, MUNDY'S ADDITION, 62.81 feet; thence Easterly perpendicular to the previously described line 53.00 feet; thence Southerly along the East line of Lot 34 also being the West right of way line of Mundy Street a distance of 371.60 feet to the Point of Beginning.

-4-

#8618837 v1
30364-1116

This Instrument Was Prepared By:

Patricia K. Green, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

CFN: 20200421486 BOOK 32032 PAGE 493
DATE: 07/31/2020 11:42:35 AM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Record and Return To:

Patricia K. Green, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

SATISFACTION OF MORTGAGE
(County Loan-South Miami Plaza)

1. SOUTH MIAMI PLAZA PRESERVATION, LLC, a Florida limited liability company (the "Mortgagor"), by Leasehold Mortgage and Security Agreement and Assignment of Leases, Rents and Profits dated January 24, 2013 by South Miami Plaza Preservation, LLC, a Florida limited liability company, as mortgagor, in favor of Miami-Dade County, as mortgagee, recorded on February 13, 2013, in Official Records Book 28487, Page 4536, of the Public Records of Miami-Dade County, mortgaged unto MIAMI-DADE COUNTY (the "Mortgagee"), the premises described in Exhibit "A" hereto.
2. Mortgagee hereby acknowledges full payment and satisfaction of the indebtedness secured by the Mortgage, and releases and surrenders the same as cancelled and terminated.
3. The following security documents are also released and surrendered:
 - a. Collateral Assignment of Leases, Rents and Contract Rights dated as of January 24, 2013, by South Miami Plaza Preservation, LLC, a Florida limited liability company, as assignor, to Miami-Dade County, a political subdivision of the State of Florida, as assignee, recorded February 13, 2013, in Official Records Book 28487, Page 4564; and
 - b. UCC-1 Financing Statement from South Miami Plaza Preservation, LLC, a Florida limited liability company, as debtor, in favor of Miami-Dade County, a political subdivision of the State of Florida, as secured party, recorded on February 13, 2013, in Official Records Book 28487, Page 4577.

RECORDING REFERENCES HEREIN ARE TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

-1-

#8618839 v1
30364-1114

CFN: 20200421486 BOOK 32032 PAGE 494

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in its name by its duly authorized and appointed corporate officers and have caused its corporate seal to be unto affixed this 20th day of July, 2020.

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

Attest:

By: [Signature]
Miami-Dade County Clerk



By: [Signature]
Name: Maurice L. Kemp
Title: Deputy Mayor

Approved as to form and legal sufficiency:

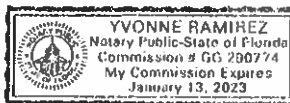
[Signature]
Terrence A. Smith
Assistant County Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ audio visual means, this 20th day of July, 2020, by Maurice L. Kemp, as Deputy Mayor of MIAMI-DADE COUNTY, a political subdivision of the State of Florida, who is personally known to me or has produced _____, as identification.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires:



#8618839 v1
30364-1114

-2-

CFN: 20200421486 BOOK 32032 PAGE 495

EXHIBIT A
LEGAL DESCRIPTION

Tract "F" of UNIVERSITY GARDENS SUBDIVISION NO. 3, according to the Plat thereof as recorded in Plat Book 102, Page 19, of the Public Records of Miami-Dade County, Florida.

-3-

#8618839 v1
30364-1114

This Instrument Was Prepared By:

Patricia K. Green, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

CFN: 20200419796 BOOK 32030 PAGE 3475
DATE: 07/30/2020 03:15:17 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Record and Return To:

Patricia K. Green, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

SATISFACTION OF MORTGAGE
(County Loan-Dante Fascell)

1. DANTE FASCELL PRESERVATION LLC, a Florida limited liability company (the "Mortgagor"), by Leasehold Mortgage and Security Agreement and Assignment of Leases, Rents and Profits by Mortgagor, in favor of Miami-Dade County, as mortgagee, recorded on January 15, 2013, in Official Records Book 28444, Page 2096 of the Public Records of Miami-Dade County, mortgaged unto MIAMI-DADE COUNTY (the "Mortgage"), the premises described in Exhibit "A" hereto.
2. Mortgagee hereby acknowledges full payment and satisfaction of the indebtedness secured by the Mortgage, and releases and surrenders the same as cancelled and terminated.
3. The following security documents are also released and surrendered:
 - a. Collateral Assignment of Leases, Rents and Contract Rights dated as of December 27, 2012, by Dante Fascell Preservation, LLC, a Florida limited liability company, as assignor, to Miami-Dade County, a political subdivision of the State of Florida, as assignee, recorded on January 15, 2013, in Official Records Book 28444, Page 2124; and
 - b. UCC-1 Financing Statement from Dante Fascell Preservation, LLC, a Florida limited liability company, as debtor, in favor of Miami-Dade County, a political subdivision of the State of Florida, as secured party, recorded on January 15, 2013, in Official Records Book 28444, Page 2136.

-1-

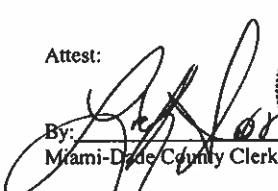
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CFN: 20200419796 BOOK 32030 PAGE 3476

RECORDING REFERENCES HEREIN ARE TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in its name by its duly authorized and appointed corporate officers and have caused its corporate seal to be unto affixed this 22nd day of July, 2020.

Attest:

By: 
Miami-Dade County Clerk



Approved as to form and legal sufficiency:

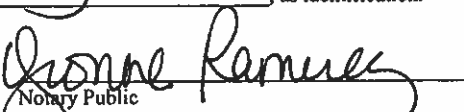


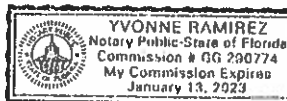
Terrence A. Smith
Assistant County Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ audio visual means, this 22nd day of July, 2020, by Maurice L. Kemp, as Deputy Mayor of MIAMI-DADE COUNTY, a political subdivision of the State of Florida, who is personally known to me or has produced _____ as identification.


Notary Public
State of Florida at Large
My Commission Expires:



#8618835 v1
30364-1116

-2-

CFN: 20200419796 BOOK 32030 PAGE 3477

EXHIBIT A

LEGAL DESCRIPTION

Tract "A" of E.D.C. SUBDIVISION, according to the Plat thereof as recorded in Plat Book 91, Page 59, of the Public Records of Miami-Dade County, Florida.

-3-

#8618835 v1
30364-1116

**SATISFACTION OF LEASEHOLD MORTGAGE
AND RELATED LOAN DOCUMENTS**

KNOW ALL MEN BY THESE PRESENTS: ("Security Instrument") That Miami-Dade County, a political subdivision of the State of Florida, existing under the laws of the State of Florida is the owner and holder of a certain mortgage deed executed by **Jack Orr Plaza Preservation Phase One, LLC**, a Florida limited liability company to Miami-Dade County, Florida bearing date the 18th day of **June, 2013** and recorded in Official Records Book **28704**, Page **1429**, Collateral Assignment of Leases, Rents and Contract Rights recorded in Official Records Book **28704**, Page **1457**, and UCC-1 Financing Statement recorded in Official Records Book **28704**, Page **1470** in the office of the Clerk of the Circuit Court of 11th Judicial Circuit Miami-Dade County, Florida, securing certain note(s) in the principal sum of **Two Million Eight Hundred Forty-Eight Thousand Five Hundred Ninety-Four and No/100 Dollars (U.S. \$2,848,594.00)** and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows to wit:

Lots 1 through 10 less the North 10 feet thereof; Lots 11 through 14 less the Southwesterly 5 feet thereof; Lot 15 less the Southwesterly 5 feet of the West 20.33 feet; Lot 18 less the North 50.99 feet; the West 12.50 feet of the South 100 feet of Lot 19; and All of Lots 16 and 17, Block 72N, MIAMI NORTH, according to the plat thereof as recorded in Plat Book 2, Page 99, of the Public Records of Miami-Dade County, Florida.

hereby acknowledges full payment and satisfaction of said note and mortgage deed, and surrenders the same as canceled, and hereby directs the clerk of the said Circuit Court to cancel the same of record.

IN WITNESS WHEREOF Miami-Dade County, a political subdivision of the State of Florida, by and through its County Mayor, has caused these presents to be executed in its name and its official seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 15 day of September 2020.

ATTEST:
Clerk/Deputy Clerk

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

Signed, sealed and delivered in the

[Signature]
9/15/2020



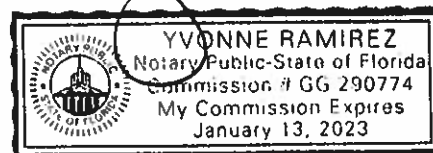
By *[Signature]* MAURICE L. KEMP
COUNTY MAYOR DEPUTY MAYOR
MIAMI-DADE CTY. FL

The foregoing instrument was acknowledged before me this 15th day of Sept, A.D. 2020, by Maurice L. Kemp, the Deputy Mayor of Miami-Dade County, Florida, on behalf of the Board of County Commissioners. (He/She is personally known to me or has produced the following type of identification _____, and did not take an oath.

Printed Name: Yvonne Ramirez

[Signature]
Notary Public, State of Florida

This Instrument prepared by:
Public Housing and Community Development
Leyani Sosa
701 NW 1st Court, 14th Floor
Miami, Fl. 33136





MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 4, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(K)(5)

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)(5)
5-4-21

RESOLUTION NO. _____ R-431-21

RESOLUTION AMENDING RESOLUTION NO. R-1059-19 TO CLARIFY THAT THE SOURCES OF FUNDING OF THE \$14.7 MILLION IN LOANS INVESTED IN CERTAIN PUBLIC HOUSING PROJECTS REDEVELOPED BY RELATED URBAN DEVELOPMENT GROUP, LLC OR ITS AFFILIATE (RELATED URBAN), AND THAT HAVE BEEN PREPAID AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO LOAN \$13,015,223.00 OF THE REPAID LOANS TO RELATED URBAN OR ITS AFFILIATE FOR THE SUBSTANTIAL REHABILITATION OF THE ROBERT KING HIGH PUBLIC HOUSING SITE; RETROACTIVELY AUTHORIZING THE COUNTY MAYOR'S ACTION IN LENDING AND EXECUTING LOAN AND RELATED DOCUMENTS IN THE AMOUNT OF \$1,700,000.00 FOR THE SUBSTANTIAL REHABILITATION OF JOE MORETTI PHASE 2B; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE A CONDITIONAL LOAN COMMITMENT AND STANDARD SHELL CONTRACTS, STANDARD SHELL DOCUMENTS, AMENDMENTS AND OTHER DOCUMENTS OR AGREEMENTS NECESSARY RELATED TO THE ROBERT KING HIGH PROJECT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SUBORDINATE OR MODIFY THE TERMS OF CONTRACTS, AGREEMENTS, AMENDMENTS AND LOAN DOCUMENTS, AND TO EXERCISE THE TERMINATION, WAIVER, ACCELERATION AND OTHER PROVISIONS

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 and the accompanying memorandum as if fully set forth herein.

Section 2. This Board hereby amends Resolution No. R-1059-19 to clarify that in addition to Documentary Stamp Surtax funds, State Housing Initiatives Partnership (“SHIP”) program funds, Community Development Block Grant (“CDBG”) funds and other federal funds were included as additional sources of funding of loans totaling \$14.7 million to Related Urban Development Group, LLC or its affiliates (“Related Urban”), for the redevelopment of the public housing projects, which include Jack Orr, Joe Moretti Phase I, Joe Moretti Phase II A, Stirrup Plaza, South Miami Plaza, Dante Fascell, Collins Park, and Three Round Tower A public housing sites.

Section 3. This Board authorizes the County Mayor or the County Mayor’s designee, in accordance with Resolution No. R-1059-19 and section 17-02 of the Code of Miami Dade County, to loan to Related Urban or its affiliate entity a total of \$13,015,223.00 of the repaid loans for the substantial rehabilitation of Robert King High public housing site.

Section 4. This Board retroactively authorizes the County Mayor’s designee’s action in loaning to Related Urban or its affiliate entity \$1,700,000.00 of CDBG funds that were repaid by Related Urban for the substantial rehabilitation of Joe Moretti Phase 2B, which such loan amount was comprised entirely of CDBG funds that were repaid by Related Urban.

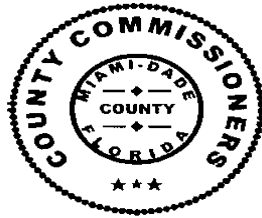
Section 5. This Board authorizes the County Mayor or the County Mayor’s designee to execute loan and other related documents for the Robert King High project and retroactively authorizes the County Mayor or the County Mayor’s designee’s action in executing loan documents and other related documents for the Joe Moretti Phase 2B project, including the execution of (a) conditional loan commitments, (b) all standard shell contracts, standard shell loan documents, amendments and other agreements, (c) upon a determination that such actions are in the best interest of the County, subordination agreements; and (d) Rental Assistance

Demonstration-related documents required by the United States Department of Housing and Urban Development. Further, this Board authorizes the County Mayor or the County Mayor's designee to modify the terms of contracts, agreements, amendments and loan documents so long as such modifications are approved by the County Attorney's Office and are not substantially inconsistent with this resolution, and to exercise the termination, waiver, acceleration, or other provisions set forth therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	absent
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of May, 2021. 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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "TAS", is written over a horizontal line.

Terrence A. Smith