

MEMORANDUM

Agenda Item No. 8(K)(2)

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

DATE: October 5, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute, on behalf of Miami-Dade County, a joinder as mortgagee and a consent as fee owner to an easement agreement between related Urban Development Group, LLC's affiliates, Robert King High, LLC which is associated with the redevelopment of River Parc (formerly known as Senior Campus public housing development site) (project), and to execute any additional joinders as mortgagee and consents as fee owner to similar agreements or amended agreements that may be required for the project and that are consistent with the purposes contained herein

Resolution No. R-912-21

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



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: October 5, 2021

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

From: Daniella Levine Cava
Mayor 

Subject: Resolution Authorizing the Execution of a Joinder as Mortgagee and Consent as Fee Owner to an Easement Agreement between Robert King High, LLC and Paseo del Rio, LLC

Recommendation

It is recommended that the Board of County Commissioners ("Board"):

- 1) Authorize the County Mayor or the County Mayor's designee to execute, on behalf of Miami-Dade County (County), a joinder as mortgagee and a consent as fee owner (collectively referred to as consents) to an easement agreement (access agreement), attached as Exhibit A to the resolution, between Related Urban Development Group, LLC's (RUDG) affiliates, Robert King High, LLC (Robert King High) and Paseo del Rio, LLC (Paseo), (owners), which is associated with the redevelopment of River Parc (formerly known as Senior Campus public housing development site) (project), and which pursuant to such access agreement, Robert King High grants to Paseo a non-exclusive driveway easement for Paseo's use and benefit, and the use and benefit of its successors and assigns who acquire an interest in the Paseo property and its tenants, agents, employees, customers and invitees; and
- 2) Authorize the County Mayor or the County Mayor's designee to execute any additional joinders as mortgagee and consents as fee owner to similar access agreements or amended access agreements that may be required for the project and that are consistent with the purposes contained herein.

Scope

Robert King High and Paseo del Rio are located at 1403/1405 NW 7 Street and 1401 NW 7 Street, Miami, Florida, respectively, in District 5 which is represented by Commissioner Eileen Higgins.

Delegation of Authority

Upon the adoption of this resolution, the County Mayor or the County Mayor's designee will be authorized to execute the consents and any additional joinders as mortgagee and consents as fee owner to similar access agreements or amended access agreements that may be required for the project and that are consistent with the purposes contained herein.

Fiscal Impact/Funding Source

There is no fiscal impact to the County. Any costs associated with the access agreement will be borne by the owners.

Track Record/Monitor

Michael Liu, Director, Public Housing and Community Development Department (PHCD) will monitor this project.

Background

Request for Proposals No. 794 was issued on July 14, 2011 to solicit offers from developers to maximize and expedite the development potential of over 100 existing public housing sites and vacant land sites owned by the County and administered by PHCD. The solicitation sought to establish partnerships with qualified entities to rehabilitate/upgrade existing public housing units, remove and replace obsolete public housing units, increase the number of units on underutilized sites, develop vacant land owned by the County, and incorporate commercial and other special purpose uses, where appropriate, at particular public housing sites or vacant land sites. Additionally, PHCD sought to replace its older units with new contemporary designs that resemble market-rate units (regardless of whether these are public housing, affordable or market-rate units) and incorporate creative and sustainable design solutions.

On November 23, 2011, the Board adopted Resolution No. R-1026-11, which awarded site control of a total of 28 project sites, including, but not limited to, the Senior Campus, through ground leases executed by the County and six developers, including RUDG, for the redevelopment of the project sites. The County awarded the development rights to the Senior Campus which includes Martin Fine Villas, Haley Sofge and Robert King High, to RUDG with the goal of replacing and renovating the existing, physically obsolete buildings and increasing the number of affordable and workforce units at the site by significantly increasing the density at the site. On October 22, 2013, the Board adopted Resolution No. R-855-13, which, in part, authorized the execution of a ground lease with RUDG for the redevelopment of Robert King High. On April 8, 2014, the Board also adopted Resolution No. R-331-14, which, in part, authorized the execution of a master development agreement with RUDG for the development of the Senior Campus. A portion of the land upon which the Senior Campus sits includes the project area.

The redevelopment of the 22-acre River Parc site (commonly known as the Senior Campus site), has been carried out in multiple overlapping phases to avoid displacement of residents during construction. The first phase included the redevelopment of Martin Fine Villas, which such redevelopment included the construction of 104 residential units: 50 public housing replacement units and 54 affordable units. The second phase included Gallery at Rive Parc, which included the construction of 150 residential units: 30 public housing replacement units, 45 affordable units, and 75 workforce units. The third phase included Brisas del Rio, which included the construction of 168 residential units: 27 public housing replacement units, 112 affordable units that may receive a project-based Section 8 vouchers, and 29affordable units. The fourth phase is the substantial rehabilitation of Robert King High approved for conversion through the Rental Assistance Demonstration (RAD) program, and which is currently under construction. This phase will include the rehabilitation of 315 existing units. Finally, the next phase is Paseo del Rio, a new construction project currently being processed for conversion through the RAD program. This phase will include 182 units of which 27 will be public housing units that will be eventually converted through the RAD program.

RUDG, on behalf of the owners, has requested that the County, as the landlord and a lender, execute the consents to the access agreement between the owners. According to the access agreement Robert King High will grant to Paseo a non-exclusive driveway easement for Paseo’s use and benefit, and the use and benefit of its successors and assigns who acquire an interest in the Paseo property and its tenants, agents,

Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
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employees, customers and invitees. Accordingly, PHCD recommends that the Board authorize the County Mayor or the County Mayor's designee to execute the consent and any additional joinders and consents that may be required for the purposes contained herein.



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

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

DATE: October 5, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(K)(2)

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)(2)
10-5-21

RESOLUTION NO. _____ R-912-21

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE, ON BEHALF OF MIAMI-DADE COUNTY, A JOINDER AS MORTGAGEE AND A CONSENT AS FEE OWNER TO AN EASEMENT AGREEMENT BETWEEN RELATED URBAN DEVELOPMENT GROUP, LLC'S AFFILIATES, ROBERT KING HIGH, LLC WHICH IS ASSOCIATED WITH THE REDEVELOPMENT OF RIVER PARC (FORMERLY KNOWN AS SENIOR CAMPUS PUBLIC HOUSING DEVELOPMENT SITE) (PROJECT), AND TO EXECUTE ANY ADDITIONAL JOINDERS AS MORTGAGEE AND CONSENTS AS FEE OWNER TO SIMILAR AGREEMENTS OR AMENDED AGREEMENTS THAT MAY BE REQUIRED FOR THE PROJECT AND THAT ARE CONSISTENT WITH THE PURPOSES CONTAINED HEREIN

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. The foregoing recitals and accompanying memorandum are incorporated in this resolution and are approved.

Section 2. This Board authorizes the County Mayor or the County Mayor's designee to execute, on behalf of Miami-Dade County, a joinder as mortgagee and a consent as fee owner to an easement agreement attached hereto as Exhibit "A" between Related Urban Development Group, LLC's affiliates, Robert King High, LLC (Robert King High) and Paseo del Rio, LLC (Paseo) ("access agreement"), in substantially the forms attached hereto and incorporated herein by reference, which is associated with the redevelopment of River Parc (formerly known as Senior

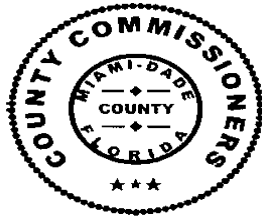
Campus public housing development site) (“project”), and which pursuant to such access agreement, Robert King High grants to Paseo a non-exclusive driveway easement for Paseo’s use and benefit, and the use and benefit of its successors and assigns who acquire an interest in the Paseo property and its tenants, agents, employees, customers and invitees.

Section 3. This Board further authorizes the County Mayor or the County Mayor’s designee to execute any additional joinders as mortgagee and consents as fee owner to similar access agreements or amended access agreements that may be required for the project and that are consistent with the purposes contained herein after review of and approval for legal sufficiency of same by the County Attorney’s Office.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** 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
Sally A. Heyman	aye
Eileen Higgins	aye
Kionne L. McGhee	aye
Raquel A. Regalado	aye
Sen. Javier D. Souto	aye
Keon Hardemon	aye
Danielle Cohen Higgins	aye
Joe A. Martinez	aye
Jean Monestime	aye
Rebeca Sosa	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of October, 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

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

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

Terrence A. Smith

EXHIBIT A

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

EASEMENT AGREEMENT (Robert King High and Paseo del Rio)

This Easement Agreement (the “Agreement”) is made and entered into as of the ____ day of _____, 2021 by and between:

ROBERT KING HIGH, LLC, a Florida limited liability company (“RKH”); and

PASEO DEL RIO, LLC, a Florida limited liability company (“Paseo”)

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

RECITALS

A. RKH is the owner of a leasehold interest in the property legally described on Exhibit “A” attached hereto and made a part hereof (the “RKH Property”) pursuant to that certain lease by and between RKH, 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 32177, at Page 2425, of the Public Records of Miami-Dade County, Florida.

B. Paseo is the owner of a leasehold interest in the property legally described on Exhibit “B” attached hereto and made a part hereof (the “Paseo Property”) pursuant to that certain Ground Lease dated as of March 5, 2021 by and between the County, as lessor, and Paseo, as lessee.

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

E. For good and valuable consideration, RKH has agreed to grant to Paseo as an appurtenance to the Paseo Property, 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. Driveway Easement. RKH hereby grants to Paseo, for its use and benefit, and the use and benefit of its successors and assigns who acquire an interest in the Paseo Property and its tenants, agents, employees, customers and invitees, a non-exclusive easement over, across and through that portion of the RKH Property which is depicted as the "Common Driveway" on Exhibit "C" attached hereto. RKH agrees to maintain the Common Driveway 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 RKH. RKH 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 Common Driveway.
3. Maintenance. Upon completion of the respective housing communities to be constructed on each Property, each of the Parties shall pay one half (1/2) of the operating and maintenance costs of the Common Driveway, including routine and extraordinary expenses of such maintenance and repair ("Operating Costs"); provided, however, that (a) any party using the Common Driveway in any negligent or willful manner, which causes damage to or disturbance of the Common Driveway shall be responsible for any extraordinary maintenance or repair associated with such damage or disturbance, and (b) Paseo shall have no obligation to contribute its share prior to receipt of a Certificate of Occupancy for its project to be constructed on its Property. RKH shall provide Paseo with copies of all maintenance contracts and service agreements entered into that will generate fixed costs, and shall provide notice to Paseo prior to incurring any extraordinary costs for unanticipated service or repairs. RKH shall invoice Paseo for all routine and extraordinary aspects of the use, maintenance or repair of the Common Driveway, and payment shall be made to RKH within ten (10) days following the date of any invoice for Operating Costs associated with the Common Driveway. Invoices shall include copies of all bills and statements pertaining to the Common Driveway for the billing period in question. RKH shall use reasonable efforts to tender invoices on a semi-annual basis but reserves the right to alter the billing period in any manner consistent with its bookkeeping procedures. In the event RKH discovers that any previously tendered invoice was in an amount which was insufficient to cover Paseo's share of Operating Costs for any billing period, payment shall be made within ten (10) days following receipt of a supplemental invoice therefor.

4. 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 on the Common Driveway 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 other and hold it 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among 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.

13. 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.

14. 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.

15. 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 9 above.

16. 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.

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17. 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.

18. 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, all 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.

19. 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

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date and year first set forth above.

Witnesses:

RKH:

ROBERT KING HIGH, LLC, a Florida limited liability company

By: Robert King High Manager, LLC, a Florida liability company, its manager

Print: Andres Vazquez

By: Tony Del Pozzo
Tony Del Pozzo, Vice President

Print: Luke Trivilino

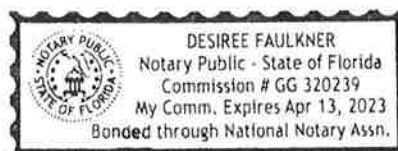
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ remote notarization, this 20 day of July, 2021, by Tony Del Pozzo, as Vice President of Robert King High Manager, LLC, a Florida limited liability company, the manager of Robert King High, LLC, a Florida limited liability company, on behalf of the companies.

Personally Known OR Produced Identification

Type of Identification Produced: _____

Desiree Faulkner
Print or Stamp Name: Desiree Faulkner
Notary Public, State of Florida
Commission No.: GG 320239
My Commission Expires: 04.13.2023



Witnesses:

PASEO:

PASEO DEL RIO, LLC, a Florida limited liability company

By: Paseo del Rio Manager, LLC, a Florida liability company, its manager


Print: Anais Valquez

By: 
Tony Del Pozzo, Vice President


Print: Luke Trivino

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ remote notarization this 20 day of July, 2021, by Tony Del Pozzo as Vice President of Paseo del Rio Manager, LLC, a Florida limited liability company, the manager of Paseo del Rio, LLC, a Florida limited liability company, on behalf of the companies.

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____


Print or Stamp Name: Desiree Faulkner
Notary Public, State of Florida
Commission No.: GG 320239
My Commission Expires: 04.13.2023

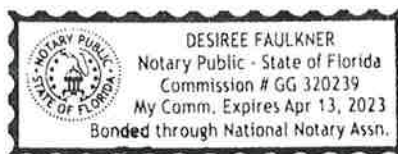


Exhibit "A"

ROBERT KING HIGH PROPERTY

A PORTION OF LOTS 7 AND 8, RIVERMONT, LESS ROAD RIGHT OF WAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 95, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

A PORTION OF LOTS 9 AND 10, BLOCK 4, OAK TERRACE, LESS ROAD RIGHT OF WAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 126, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9, BLOCK 4, THENCE RUN N88°46'24"E ALONG THE NORTH LINE OF SAID LOT 9, FOR A DISTANCE OF 129.85 FEET TO THE NORTHEAST CORNER OF SAID LOT 9, ALSO BEING A POINT ON THE WESTERLY LINE OF SAID LOT 8; THENCE RUN N00°33'24"E, ALONG THE WESTERLY LINE OF SAID LOT 8, FOR A DISTANCE OF 889.86 FEET; THENCE RUN S70°40'25"E, FOR A DISTANCE OF 77.30 FEET; THENCE RUN N22°02'53"E, FOR A DISTANCE OF 97.95 FEET; TO A POINT OF TANGENCY OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIAL LINE BEARING OF S67°57'07"E TO ITS RADIAL POINT; THENCE RUN ALONG THE ARC OF SAID CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 90°07'39" , FOR AN ARC DISTANCE OF 18.88 FEET, TO A POINT OF TANGENCY; THENCE RUN S67°49'28"E, FOR A DISTANCE OF 72.24 FEET; THENCE RUN N22°10'18"E FOR A DISTANCE OF 22.72 FEET; THENCE RUN S67°47'34" E FOR A DISTANCE OF 119.07 FEET; THENCE RUN S22°19'17" W FOR A DISTANCE OF 119.26 FEET; THENCE RUN S67°40'43"E FOR A DISTANCE OF 61.25 FEET; THENCE RUN S22°13'57"W FOR A DISTANCE OF 322.10 FEET; THENCE RUN S67°46'03"E FOR A DISTANCE OF 30.11 FEET; THENCE RUN S23°53'14"W FOR A DISTANCE OF 252.09 FEET; THENCE RUN S89°46'54"W FOR A DISTANCE OF 96.92 FEET; THENCE S00°01'27"E FOR A DISTANCE OF 316.35 FEET, TO A POINT OF TANGENCY OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, WITH A RADIAL LINE BEARING OF N89°58'33"E TO ITS RADIAL POINT; THENCE RUN ALONG THE ARC OF SAID CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 43°19'01" , FOR AN ARC DISTANCE OF 10.58 FEET, TO A POINT OF TANGENCY, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NW 7th STREET; THENCE RUN S88°50'45"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF NW 7th STREET, FOR A DISTANCE OF 105.80 FEET, TO A POINT OF TANGENCY OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIAL LINE BEARING OF N01°09'15"W TO ITS RADIAL POINT; THENCE RUN ALONG THE ARC OF SAID CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 91°42'39" , FOR AN ARC DISTANCE OF 104.04 FEET, TO A POINT OF TANGENCY, ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NW 14th COURT; THENCE RUN N00°33'24"E, ALONG SAID EASTERLY RIGHT OF WAY LINE OF NW 14th COURT, FOR A DISTANCE OF 23.29 FEET, TO THE POINT OF BEGINNING.

Exhibit "B"

PASEO DEL RIO PROPERTY

A PORTION OF LOTS 7 AND 8 LESS THE SOUTH 20 FEET, CORRECTED PLAT OF RIVERMONT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 95, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF N.W. 7TH STREET AND N.W. 13TH AVENUE AS THEY NOW EXIST; THENCE N00°01'30"W ALONG THE CENTERLINE OF N.W. 13TH AVENUE FOR 35.01 FEET; THENCE S88°50'45"W ALONG A LINE 35.00 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF N.W. 7TH STREET, SAID LINE BEING THE NORTH RIGHT-OF-WAY LINE OF SAID N.W. 7TH STREET, FOR A DISTANCE OF 532.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S88°50'45"W FOR A DISTANCE OF 265.33 FEET, TO A NON-TANGENT POINT OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIAL LINE BEARING OF N46°39'33"E TO ITS RADIAL POINT; THENCE RUN ALONG THE ARC OF SAID CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 43°19'01", FOR AN ARC DISTANCE OF 10.58 FEET, TO A POINT OF TANGENCY; THENCE N00°01'27"W FOR A DISTANCE OF 316.35 FEET; THENCE RUN N89°46'54"W FOR A DISTANCE OF 96.92 FEET; THENCE RUN S69°13'36"E FOR A DISTANCE OF 184.77 FEET; THENCE S00°06'04"W FOR A DISTANCE OF 255.45 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

COMMON DRIVEWAY DESCRIPTION

A PORTION OF LOT 8, RIVERMONT, LESS ROAD RIGHT OF WAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 95, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF LOT 9, BLOCK 4, OAK TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 126, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN S00°33'24"W ALONG THE WESTERLY LINE OF SAID LOT 9, FOR A DISTANCE OF 23.29 FEET, TO A POINT OF TANGENCY OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIAL LINE BEARING OF S89°26'36"E TO ITS RADIAL POINT; THENCE RUN ALONG THE ARC OF SAID CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 91°42'39", FOR AN ARC DISTANCE OF 104.04 FEET, TO A POINT OF TANGENCY, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NW 7th STREET; THENCE RUN N88°50'45"E, ALONG SAID NORTHERLY RIGHT OF WAY OF NW 7th STREET, FOR A DISTANCE OF 80.30 FEET, TO THE POINT OF BEGINNING; THENCE RUN N00°00'35"W, FOR A DISTANCE OF 270.81 FEET, TO A NON-TANGENT OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIAL LINE BEARING OF S88°51'26"E TO ITS RADIAL POINT; THENCE RUN ALONG THE ARC OF SAID CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 99.17 FEET, A CENTRAL ANGLE OF 11°36'40", FOR AN ARC DISTANCE OF 20.10 FEET, TO A NON-TANGENT POINT; THENCE RUN N15°48'11"E, FOR A DISTANCE OF 33.36 FEET, TO A NON-TANGENT OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIAL LINE BEARING OF N73°52'26"W TO ITS RADIAL POINT; THENCE RUN ALONG THE ARC OF SAID CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 99.96 FEET, A CENTRAL ANGLE OF 06°41'59", FOR AN ARC DISTANCE OF 11.69 FEET, TO A NON-TANGENT POINT; THENCE RUN S71°53'51"E, FOR A DISTANCE OF 24.67 FEET; THENCE RUN S89°46'54"W FOR A DISTANCE OF 15.95 FEET; THENCE S00°01'27"E FOR A DISTANCE OF 316.35 FEET, TO A POINT OF TANGENCY OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, WITH A RADIAL LINE BEARING OF N89°58'33"E TO ITS RADIAL POINT; THENCE RUN ALONG THE ARC OF SAID CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 43°19'01", FOR AN ARC DISTANCE OF 10.58 FEET, TO A POINT OF TANGENCY, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NW 7th STREET; THENCE RUN S88°50'45"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF NW 7th STREET, FOR A DISTANCE OF 25.50 FEET, TO THE POINT OF BEGINNING.

CONTAINING 6,884 SQUARE FEET MORE OR LESS.

**JOINDER TO EASEMENT AGREEMENT
BY RKH FIRST MORTGAGEE**

The undersigned, as Mortgagee under that certain Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as October 1, 2020, by Robert King High, LLC, a Florida limited liability company, as mortgagor, to Housing Finance Authority of Miami-Dade County, Florida, as mortgagee, in the original principal amount of \$49,000,000.00, recorded on October 30, 2020, in Official Records Book 32177, Page 2490; as affected by Assignment of Mortgage and Security Documents by the Housing Finance Authority of Miami-Dade County, Florida, as assignor, in favor of JPMorgan Chase Bank, N.A., as assignee, dated October 1, 2020, recorded on October 30, 2020, in Official Records Book 32177, Page 2517 all of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Easement Agreement does hereby acknowledge that the terms of the Easement Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this _____ day of _____, 2021.

MORTGAGEE:

JPMorgan Chase Bank, N.A.

By: _____
Name: _____, Vice President

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me before me by means of [] physical presence or [] remote notarization this ____ of _____, 2021, by _____ as Vice President of JPMorgan Chase Bank, N.A., N.A.

- ☐ Personally Known
☐ Produced Drivers License No. _____
☐ Produced: _____

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

**JOINDER BY SECOND AND THIRD MORTGAGEE
(County Loans)**

The undersigned, as Mortgagee under (a) Leasehold Mortgage and Security Agreement and Assignment of Leases, Rents and Profits by Robert King High, LLC, a Florida limited liability company, as mortgagor, in favor of Miami-Dade County, as mortgagee, in the original principal amount of \$9,897,789.00, dated October 27, 2020, recorded on November 10, 2020, in Official Records Book 32189, Page 369 and (b) Leasehold Mortgage and Security Agreement and Assignment of Leases, Rents and Profits by Robert King High, LLC, a Florida limited liability company, as mortgagor, in favor of Miami-Dade County, as mortgagee, in the original principal amount of \$3,117,434.00, dated October 27, 2020, recorded on November 17, 2020, in Official Records Book 32198, Page 2711, all 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 _____, 2021.

MORTGAGEE:

Approved as to
form and legal sufficiency:

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

By: _____
Terrence A. Smith
Assistant. County Attorney

By: _____
Morris Copeland, Chief Community Services
Officer

Attest: Harvey Ruvin, County Clerk

By: _____

ACKNOWLEDGEMENT APPEARS ON FOLLOWING PAGE

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] remote notarization this ____ of _____, 2021, by Morris Copeland, Chief Community Services Officer of Miami-Dade County, a political subdivision of the State of Florida

- ☐ Personally Known
☐ Produced Drivers License No. _____
☐ Produced: _____

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

**JOINDER BY FOURTH MORTGAGEE
(DAF Mortgage)**

The undersigned, as Mortgagee under that certain Forward Commitment Fee Multifamily Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing by Robert King High, LLC, a Florida limited liability company, as mortgagor, in favor of Citibank, N.A., as mortgagee, dated October 1, 2020, recorded on November 17, 2020, in Official Records Book 32198, Page 2775 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 are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this _____ day of _____, 2019.

MORTGAGEE:

CITIBANK, N.A.

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] remote notarization this ____ of _____, 2021, by _____ as _____ of Citibank, N.A.

- ☐ Personally Known
☐ Produced Drivers License No. _____
☐ Produced: _____

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

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.

MORTGAGEE:

Approved as to
form and legal sufficiency:

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

By: _____
Terrence A. Smith
Assistant. County Attorney

By: _____
Morris Copeland, Chief Community Services
Officer

Attest: Harvey Ruvin, County Clerk

By: _____

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

The foregoing instrument was acknowledged before me by means of [] physical presence or [] remote notarization this ____ of _____, 2021, by Morris Copeland, 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: _____

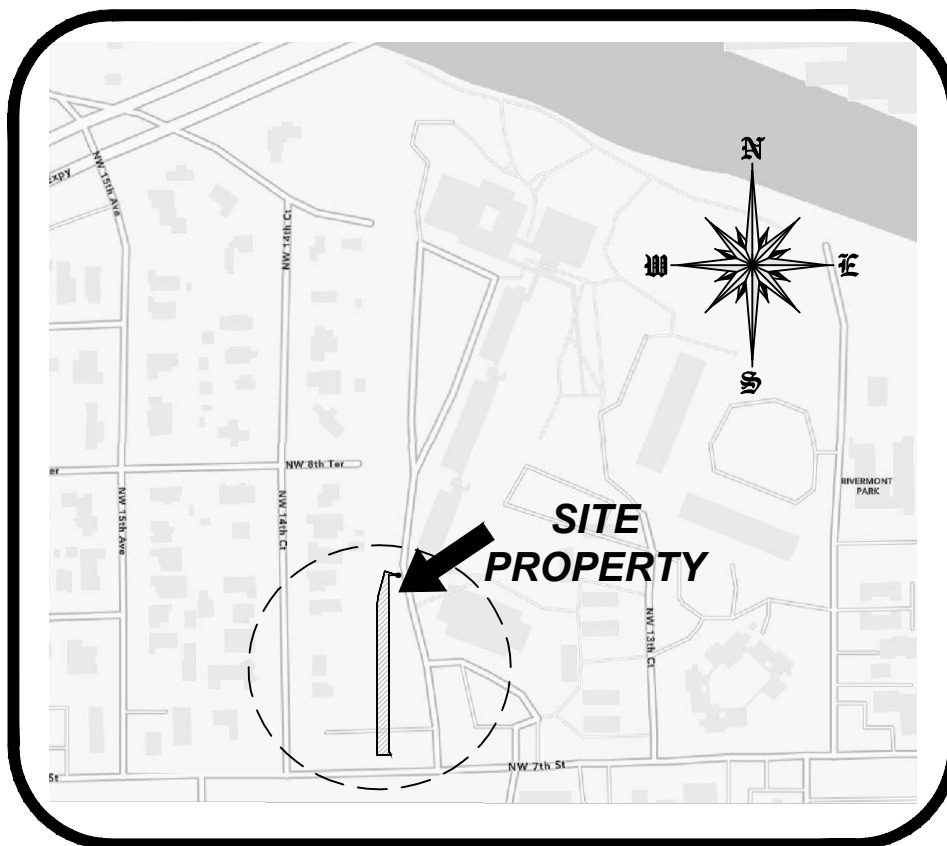
THIS SHEET IS NOT VALID
WITHOUT ALL THE OTHER
RELATED SHEETS.

***SPECIFIC PURPOSE SURVEY
SKETCH AND LEGAL DESCRIPTION***
SECTION 35, TOWNSHIP 53, RANGE 41
THIS IS NOT A BOUNDARY SURVEY

ABBREVIATIONS:

B.B.L. = BUILDING BASE LINE
B.O.B. = BASIS OF BEARING
CL = CENTER LINE
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCE
ML = MONUMENT LINE
L.B. = LICENSED BUSINESS
R/W = RIGHT OF WAY
SW = SOUTHWEST

FOR CITY OF MIAMI APPROVAL



LOCATION SKETCH
SCALE = N.T.S.

SURVEYOR'S NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY JOHN IBARRA & ASSOCIATES, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
3. BEARINGS SHOWN HEREON ARE BASED ON CENTERLINE OF NW 7th STREET BEARING N88°50'45"E.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THIS "SPECIFIC PURPOSE SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

BY: _____ **JOHN IBARRA** **07/15/2021**
(DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO.: 5204 STATE OF FLORIDA

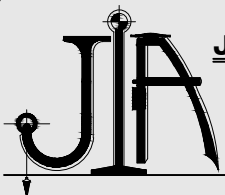
DRAWN BY: DA

DATE : 07/15/2021

SCALE: 1"= 50'

SURVEY NO: 19-004168-15

SHEET: 1 OF 3



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers

WWW.IBARRALANDSURVEYORS.COM

777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX : (305) 262-0401

3725 DEL PRADO BLVD. S.
SUITE B
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664

SPECIFIC PURPOSE SURVEY
SKETCH AND LEGAL DESCRIPTION
SECTION 35, TOWNSHIP 53, RANGE 41
THIS IS NOT A BOUNDARY SURVEY

THIS SHEET IS NOT VALID
WITHOUT ALL THE OTHER
RELATED SHEETS.

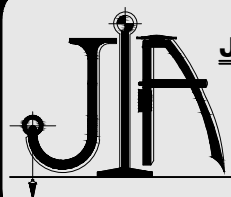
METES AND BOUNDS:

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DRAWN BY:	DA
DATE :	07/15/2021
SCALE:	1"=50'
SURVEY NO:	19-004168-15
SHEET:	2 OF 3



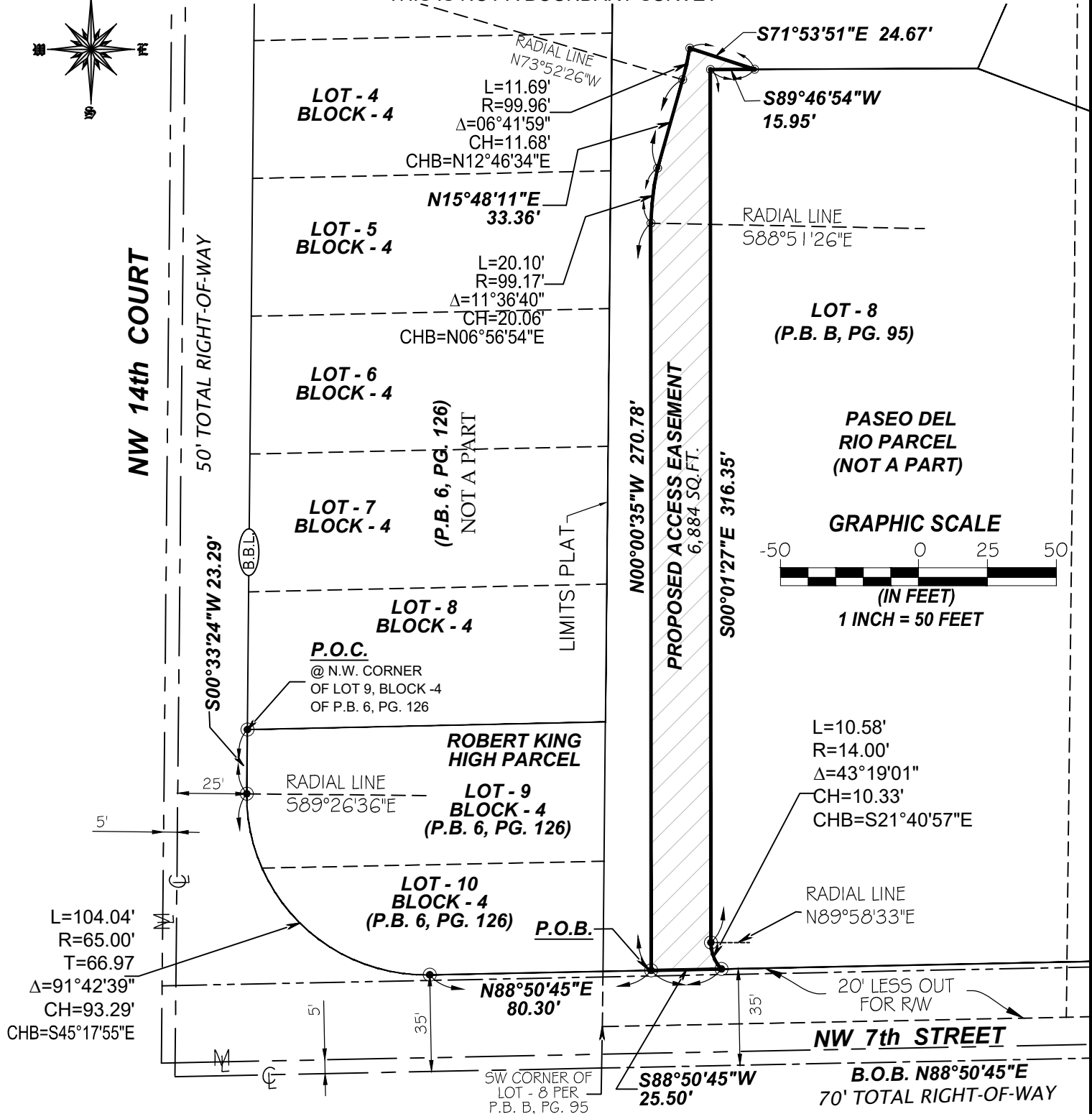
JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers

WWW.IBARRALANDSURVEYORS.COM

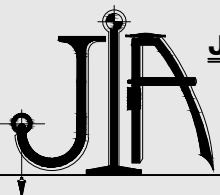
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WITHOUT ALL THE OTHER
RELATED SHEETS.



DRAWN BY:	DA
DATE :	07/15/2021
SCALE:	1"=50'
SURVEY NO:	19-004168-15
SHEET:	3 OF 3



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