

MEMORANDUM

Agenda Item No. 11(A)(28)

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

DATE: December 12, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to Florida Statutes section 125.38, non-exclusive access and utility Easement Agreement with Casa Familia, Inc. ("Casa Familia"), a Florida not-for-profit corporation, in accordance with terms of Lease Agreement for approximately 26,000 square feet; further approving the first amendment ("amendment") to Lease Agreement between Miami-Dade County, as landlord, and Casa Familia, as tenant, for approximately 8.9 acres of County-owned land located at 11025 S.W. 84th Street ("Premises"); authorizing County Mayor to execute Easement Agreement and amendment, and to enforce all provisions contained therein

Resolution No. R-1175-23

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairman Anthony Rodríguez.



Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001



MEMORANDUM

(Revised)

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

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(28)

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. 11(A)(28)
12-12-23

RESOLUTION NO. _____ R-1175-23

RESOLUTION APPROVING, PURSUANT TO FLORIDA STATUTES SECTION 125.38, NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT AGREEMENT WITH CASA FAMILIA, INC. (“CASA FAMILIA”), A FLORIDA NOT-FOR-PROFIT CORPORATION, IN ACCORDANCE WITH TERMS OF LEASE AGREEMENT FOR APPROXIMATELY 26,000 SQUARE FEET; FURTHER APPROVING THE FIRST AMENDMENT (“AMENDMENT”) TO LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS LANDLORD, AND CASA FAMILIA, AS TENANT, FOR APPROXIMATELY 8.9 ACRES OF COUNTY-OWNED LAND LOCATED AT 11025 S.W. 84TH STREET (“PREMISES”); AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE EASEMENT AGREEMENT AND AMENDMENT, AND TO ENFORCE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, on January 17, 2023, this Board approved, pursuant to Resolution No. R-20-23, a lease agreement (the “Lease Agreement”) between Casa Familia, Inc. (“Casa Familia”), a Florida not-for-profit corporation, as tenant, and the County, as landlord, for approximately 8.9 acres of County land (“Premises”), improved with five buildings, located at 11025 S.W. 84th Street for the development of affordable housing for persons with disabilities (the “Housing Project”); and

WHEREAS, the Housing Project will be developed in phases, with phase one of the project to consist of 48 units of affordable housing along with support facilities for individuals with disabilities; and

WHEREAS, as part of the development of the Housing Project, Casa Familia will construct a community center to serve the residents of the Housing Project as well as other County residents with disabilities; and

WHEREAS, section 7.6 of the Lease Agreement contemplates that, following the date upon which Casa Familia secures its financing, the County will grant a non-exclusive utilities and access easement for Casa Familia, its agents, successors, assigns, employees, invitees, and contractors to have pedestrian, vehicular and utilities ingress and egress access over, under and upon approximately 26,000 square feet of property legally described on Exhibit “D” (“Easement Area”) of the Lease Agreement; and

WHEREAS, Casa Familia anticipates closing on its financing on December 21, 2023 and has requested to have this Board approve a non-exclusive access and utilities easement agreement for the Easement Area in substantially the form attached hereto as Attachment 1 (“Easement Agreement”); and

WHEREAS, this Board finds the conveyance of the non-exclusive Easement Agreement to Casa Familia would be necessary in order to allow Casa Familia and its agents, successors, assigns, employees, invitees, and contractors to have pedestrian, vehicular and utilities ingress and egress access to the Premises, and therefore the Easement Area would be use for the community interest and welfare of providing affordable housing and recreational amenities and services to persons with disabilities in furtherance of Casa Familia’s not for profit purpose and community interest and welfare, and is consistent with a County public purpose; and

WHEREAS, Casa Familia has also requested a first amendment to its Lease Agreement (“Lease Amendment”) to correct the legal description and acreage of the Premises being leased to Casa Familia to adjust the size from 8.941 acres down to 8.9073 acres and to clarify that any defaults of the terms of the Lease Agreement will result in a termination only of the applicable phase of the Housing Project that defaulted; and

WHEREAS, the Lease Amendment sought by Casa Familia is attached hereto as Attachment 2; and

WHEREAS, the County's administrative staff has verified the revised sketch and legal description of the Premises included in the proposed Lease Amendment,

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

Section 1. Approves the foregoing recitals and incorporates them into this resolution.

Section 2. Approves, pursuant to Florida Statutes section 125.38, the non-exclusive Easement Agreement with Casa Familia for the Easement Area in substantially the form attached hereto as Attachment 1 and made a part hereof. This Board further approves the Lease Amendment in substantially the form attached hereto as Attachment 2 and made a part hereof.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the Easement Agreement and Lease Amendment and to exercise all provisions contained therein, and directs the County Mayor or County Mayor's designee to provide a copy of the executed Lease Amendment to the Miami-Dade County Property Appraiser's Office.

Section 4. Pursuant to Resolution No. R-974-09, (a) the County Mayor or County Mayor's designee shall record the Easement Agreement in the public records of Miami-Dade County, Florida and shall provide a copy of the recorded instrument to the Clerk of the Board within 30 days of the recordation the easement; and (b) the Clerk of the Board shall attach and permanently store a copy of the recorded instrument together with this resolution.

The Prime Sponsor of the foregoing resolution is Vice Chairman Anthony Rodríguez. It was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 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

JUAN FERNANDEZ-BARQUIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez

Prepared by and when
recorded return to:

Terry M. Lovell, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, Suite 2300
Miami, Florida 33131

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** (the “**Agreement**”) is made as of December 21, 2023, by and among MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address is 111 NW 1st Street, Miami, FL 33128 (“**Grantor**”), CASA FAMILIA, INC., a Florida not-for-profit corporation, whose address is 1550 Douglas Road, Suite 280, Coral Gables, FL 33134 (“**Casa Familia**”), THE VILLAGE OF CASA FAMILIA, LTD., a Florida limited partnership, whose address is 1550 Douglas Road, Suite 280, Coral Gables, FL 33134 (“**Phase One Owner**”), RESIDENCES AT CASA FAMILIA, LLC, a Florida limited liability company, whose address is 1550 Douglas Road, Suite 280, Coral Gables, FL 33134 (“**Phase Two Owner**”) and GARDENS AT CASA FAMILIA, LLC, a Florida limited liability company, whose address is 1550 Douglas Road, Suite 280, Coral Gables, FL 33134 (“**Phase Three Owner**”, and, collectively with Casa Familia, Phase One Owner and Phase Two Owner, “**Grantee**”).

W I T N E S S E T H:

WHEREAS, Grantor owns certain real property in Miami-Dade County, Florida (the “**Burdened Property**”); and

WHEREAS, Casa Familia, pursuant to that certain Lease Agreement between the Grantor and Casa Familia dated January 31, 2023, as amended (the “**Ground Lease**”), owns a leasehold interest in certain real property adjacent to the Burdened Property (the “**Benefitted Property**”), portions of which will be subleased to Phase One Owner, Phase Two Owner, and Phase Three Owner; and

WHEREAS, Grantee desires to obtain from Grantor, and Grantor has, subject to the terms of this Agreement, agreed to grant to Grantee, (i) a non-exclusive utility easement, and (ii) a non-exclusive access easement, over a portion of the Burdened Property legally described on **Exhibit “A”** attached hereto and incorporated herein (the “**Easement Area**”).

NOW, THEREFORE, in consideration of all the covenants, terms, and conditions herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **General.** Grantor and Grantee hereby agree that the recitals included above are true and correct, and such recitals are hereby incorporated herein as if fully set forth below. Except as otherwise specifically indicated, all references to Sections refer to Sections of this Agreement, and all references to Exhibits refer to the Exhibits attached hereto, which are hereby made a part hereof, and incorporated herein by reference. The words “hereby,” “hereof,” “hereto,” “hereunder,”

“hereinafter,” “herein,” and words of similar import refer to this Agreement as a whole and not to any particular Section hereof. The word “hereafter” shall mean after the date of this Agreement. The word “including” shall mean “including, without limitation.” Captions and headings used herein are for convenience only and shall not be used to construe the meaning of any part of this Agreement.

2. **Grant of Easement.** Upon and subject to the terms hereof, Grantor hereby grants and conveys to Grantee for the benefit of and as an appurtenance to the Benefitted Property, and for the use, benefit and enjoyment of all present and future owners of the Benefitted Property and such owners’ respective users, tenants, subtenants, lenders, mortgagees, licensees, invitees and successors in title (such parties, collectively, “**Grantee Parties**”), (i) a non-exclusive easement on, over, across, through and under the surface of the Easement Area pursuant to the terms and conditions hereof, including the right to reasonable ingress and egress over the Easement Area, for the Grantee Parties to, at its sole cost and expense, install, construct, maintain, operate, modify, repair, and replace one or more underground water pipes, sewer pipes, natural gas pipes, fiber optic cables, electrical, telecommunications, and related underground and aboveground equipment, structures, fixtures, and other personal property (the “**Equipment**”) thereunder for the purpose of transmitting natural gas, water, electricity, and communications signals to Benefitted Property, and (ii) a non-exclusive access easement on, over, and across the surface of the Easement Area pursuant to the terms and conditions hereof, for vehicular and pedestrian access, ingress and egress to and from the Benefitted Property. Notwithstanding the foregoing, and except as expressly required pursuant to this Agreement, Grantee shall have no obligation to maintain the surface of the Easement Area in any manner whatsoever, including maintaining the surface of the Easement Area in a safe and habitable condition.

3. **Private Easement Reservations of Rights.**

(a) The easements granted hereunder are appurtenant to the Benefitted Property and the Burdened Property and shall run with the land.

(b) The rights granted herein are private to Grantee and all Grantee Parties, and, except as otherwise provided herein, nothing herein creates any rights in any parties other than Grantee and all Grantee Parties, including any right for public use or benefit.

4. **Representations, Warranties, and Covenants.**

(a) Grantee covenants that prior to performing any construction, installation, modification, maintenance or repair of the Equipment or other improvements on the Easement Area, Grantee shall provide Grantor with prior written notice of such construction, installation, modification, maintenance or repair, provided, however that Grantee shall be only required to provide any such notice as is practicable under the circumstances in the event of an emergency occurring with respect to Grantee's Equipment in the Easement Area.

(b) Grantee covenants and agrees that Grantee shall, at its sole cost and expense, restore any areas disturbed by Grantee’s activities within the Easement Area, to the condition in which it was immediately prior to such activities, including, but not limited to restoration of the roadway located within the Easement Area and, if applicable, payment of any reasonable costs, expenses,

fees or charges imposed and incurred by Grantor in connection with Grantee's activities within the Easement Area, provided that Grantor shall notify Grantee of any such costs, fees or charges (of which Grantor has knowledge) when Grantor approves Grantee's request to conduct any activities within the Easement Area.

(c) Grantee covenants and agrees that it and its contractors' use of and activities on the Easement Area shall at all times comply with all applicable present and future laws, ordinances, permits, rules, and regulations enacted by any federal, state, county, or municipal governmental agency having jurisdiction or control over said use and activities (including reclamation and/or pollution, environmental or otherwise) occurring upon the Easement Area from Grantee's activities thereon.

(d) Grantee's use of the Easement Area shall not unreasonably interfere with Grantor's, or any other licensee's, tenant's, invitee's, or other occupant's access to or use or occupancy of the Easement Area or any other property of Grantor (provided, however, that the foregoing shall not materially and adversely limit any rights expressly granted to Grantee and the Grantee Parties in this Agreement).

(e) Grantor retains the right to inspect the Easement Area to ensure Grantee's compliance with its covenants hereunder, provided that Grantor shall exercise commercially reasonable efforts to notify Grantee of such inspection.

(f) Grantor shall not construct any buildings, structures or other improvements in the Easement Area that would materially adversely interfere with Grantee's or any Grantee Party's rights expressly set forth in this Agreement.

5. **Indemnification; Defense.** Grantee, for itself, its successors and assigns, agrees to and hereby does indemnify and hold harmless Grantor and its divisions, and each of their officers, directors, and employees (the "**Indemnified Parties**") from and against any and all claims, actions, losses, liabilities, obligations, costs, expenses, fines, fees, verdicts, judgments, or any other damages, of any nature whatsoever, whether arising from contract, tort, or otherwise; including reasonable attorney's fees, defense costs, investigation expenses, discovery costs, court costs, and all other expenses, incurred by such Indemnified Parties, and arising from or relating to Grantee's use of the Easement Area, including: (i) Grantee's performance or nonperformance of any term or condition of this Agreement; (ii) bodily injury, illness, disease, death, property damage, or loss of use, maintenance, cure, profit, or wages occurring on or caused by acts or omissions of Grantee on the Easement Area; and/or (iii) Grantee's violation of any ordinance, permit, order, law, regulation, statute, legislation, judgment, or decree, including Grantee's presence, occupancy or use of the Easement Area prior to the date hereof, and in any and all events, including any acts or omissions of Grantee's agents, employees, managers, visitors, contractors, subcontractors, lessees, sublessees, invitees, licensees, customers, concessionaires or assignees, whether or not occurring on the Easement Area and whether or not such acts or omissions cause or result in bodily injury, illness, disease, death, property damage, or loss of use, maintenance, cure, profit, or wages of employee(s) of Grantor or Grantee, in each case arising from or relating to Grantee's use of the Easement Area (all of the foregoing, the "**Indemnified Matters**"), excepting however any such matters to the extent they are the result of the acts or omissions of any of the Indemnified Parties. Grantee agrees to defend each of the Indemnified Parties, at Grantee's sole cost and expense, in

any litigation, action, arbitration, mediation, or other legal or administrative proceeding against one or more of the Indemnified Parties arising from or relating to any of the Indemnified Matters. The terms of this Section shall survive the expiration or termination hereof.

6. **Miscellaneous.**

(a) **Entire Agreement; Binding Effect.** This Agreement, including any terms and conditions incorporated herein or attached hereto, constitutes the entire agreement between the parties, and there are no representations, oral or written, that have not been incorporated herein. This Agreement shall be binding upon and inure to the benefit of the successors in title of the parties hereto. No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied upon by either party.

(b) **Amendment.** This Agreement may be amended, renewed, extended, or canceled only by a written instrument executed on behalf of each of the parties hereto by an authorized representative of each party, and neither party shall, at any time or in any way, assert or contend that any amendment, extension or cancellation of this Agreement (or any part or parts, including this Section) has been made other than by a written instrument so executed.

(c) **Multiple Owners.** If, at any time, the Benefitted Property shall have more than one owner, then all rights, benefits and obligations shall be exercised and performed by Grantee. In furtherance and not in limitation of the foregoing, if either the Burdened Property or the Benefitted Property is subjected to a condominium form of ownership, with multiple condominium units located within such property, then the declaration of condominium for such condominium may provide (and, in the case of any residential condominium, must provide) that the owner's association established pursuant to the declaration of condominium shall be deemed "owner" of such property for purposes of this Agreement and that each unit owner within the Burdened Property or the Benefitted Property shall be deemed an beneficiary of this Agreement (as applicable) for the purposes hereof; and whether or not such declaration of condominium for a residential condominium so provides, such shall be the case for purposes of this Agreement.

(d) **Notice.** Any notice that may at any time be required to be given hereunder shall be deemed to have been properly given if personally hand delivered to the other party, or if sent by United States first class registered or certified mail, postage prepaid, or by facsimile transmission, addressed as follows:

If to Grantor:

Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128-1907
Attention: Director

With copy to:

Miami-Dade County

Community Action and Human Services Department
701 N.W. 1st Court, 10th Floor
Miami, Florida 33136
Attention: Director

Miami-Dade County
County Attorney's Office
111 N.W. 1st Street, 28th Floor
Miami, Florida 33128
Attention: County Attorney

If to Grantee:

Casa Familia, Inc.
The Village of Casa Familia, Ltd.
Residences at Casa Familia, LLC
Gardens at Casa Familia, LLC
1550 Douglas Road, Suite 280
Coral Gables, FL 33134
Attention: Executive Director and Chair

With copy to:

Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131
Attention: Terry M. Lovell

All notices shall be effective when received by the party to whom addressed. Either party may by such a notice to the other party designate a different addressee to whom or address to which any such notice shall be sent.

(e) Construction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Burdened Property is located, without giving effect to its conflicts of law provisions. Each party, for itself and its heirs, representatives, successors, and assigns, hereby irrevocably consents to the exclusive jurisdiction of the federal and state courts sitting in or for the county in which the Easement Area are located for the resolution of any conflicts arising hereunder, and each agrees that such courts are the proper and convenient venue and waive any right to object to such venue as being inconvenient or otherwise.

(f) Counterpart. This Agreement may be signed in one or more counterparts, and by e-mail transmission, all of which shall be treated as one and the same original agreement. Each party shall provide an executed copy to the other.

(g) Severability. If any provision of this Agreement is found to be invalid or otherwise unenforceable in any court of competent jurisdiction, the allegedly invalid or unenforceable provision shall be deemed valid and enforceable to the maximum extent permitted by law and shall

be deemed to be amended to the minimum extent necessary to make it valid and enforceable in such jurisdiction, and the alleged invalidity and/or unenforceability in such jurisdiction shall not affect the validity or enforceability of any other provision hereof in such jurisdiction or the validity or enforceability of the allegedly invalid and/or unenforceable provision, or of any other provision hereof, in any other jurisdiction.

(h) Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective legal representatives, tenants, subtenants, mortgagees, successors and assigns, nor is anything to this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

(i) Survival. The following provisions hereof shall survive the expiration or earlier termination hereof: (i) all provisions hereof that specifically state that they shall survive the expiration or earlier termination hereof, and (ii) all provisions that, by their nature, should be reasonably anticipated by the parties to survive the expiration or earlier termination hereof.

(j) Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Burdened Property or the Benefitted Property to the general public or for any public use or purpose whatsoever, it being the intention and understanding of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed for the exercise and use on private property solely for the benefit of Grantee and Grantor, as applicable, and as provided herein. The foregoing shall not prohibit Grantee from dedicating all or any portion of the Benefitted Property to the general public or for any public use or purpose whatever, provided that any such dedication shall be made subject to and in accordance with the terms and conditions of this Agreement.

(k) Damages. IN NO EVENT SHALL GRANTOR AND GRANTEE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES, HOWEVER CAUSED, INCLUDING BUSINESS INTERRUPTION OR LOST PROFITS.

(l) Termination. This Agreement shall terminate when the Ground Lease, any sublease relating to the Ground Lease and any replacement lease arising out of the rights of lenders in the Ground Lease have all terminated.

[Signature Pages Follow]

Witnesses:

PHASE THREE OWNER:

Gardens at Casa Familia, LLC, a Florida limited liability company

By: Gardens at Casa Familia Manager, LLC, a Florida limited liability company, its manager

Signature

Gustavo Martelo

Printed Name

By:

Natasha Lowell

Title: Vice President

Signature

Printed Name

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization, this 4th day of December, 2023, by Natasha Lowell, who is the Vice President of Gardens at Casa Familia Manager, LLC, a Florida limited liability company, the manager of Gardens at Casa Familia, LLC, a Florida limited liability company, and is (X) personally known to me or (X) produced a as identification.

Sign Name:

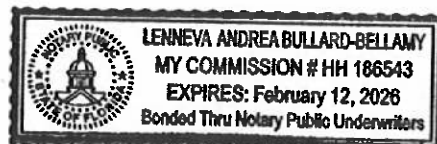
Print Name:

NOTARY PUBLIC

My Commission Expires:

Serial No. (none, if blank):

[NOTARIAL SEAL]



Witnesses:


Signature
Gustavo Martelo
Printed Name


Signature
Lenneva Andrea Bullard-Bellamy
Printed Name

PHASE TWO OWNER:

Residences at Casa Familia, LLC, a Florida limited liability company

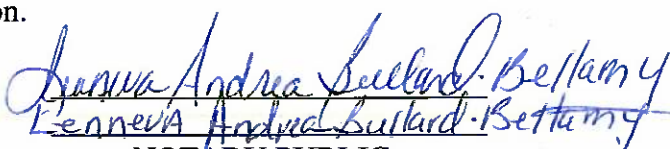
By: Residences at Casa Familia Manager, LLC, a Florida limited liability company, its manager

By: 
Name: Natasha Lowell
Title: Vice President

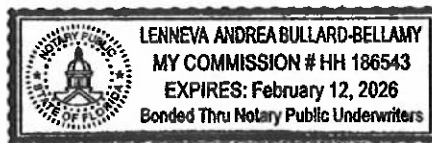
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of (☒) physical presence or () online notarization, this 4th day of December, 2023, by Natasha Lowell, who is the Vice President of Residences at Casa Familia Manager, LLC, a Florida limited liability company, the manager of Residences at Casa Familia, LLC, a Florida limited liability company, and is (☒) personally known to me or (☒) produced a as identification.

My Commission Expires:

Sign Name: 
Print Name: Lenneva Andrea Bullard-Bellamy
NOTARY PUBLIC
Serial No. (none, if blank): _____

[NOTARIAL SEAL]



Witnesses:



Signature

Gustavo Martelo

Printed Name



Signature

Lenneva Andrea Bullard-Bellamy

Printed Name

CASA FAMILIA:

Casa Familia, Inc., a Florida not-for-profit corporation

By:


Name: NATASHA LOWELL

Title: Chairman of the Board

STATE OF FLORIDA)

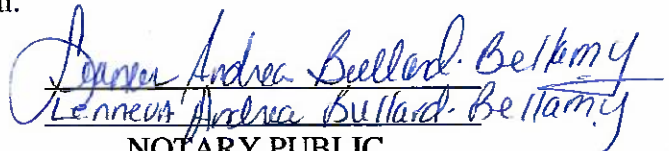
) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization, this 4th day of December, 2023, by Natasha Lowell, who is the Chairman of the Board of Casa Familia, Inc., a Florida not for profit corporation, and is (X) personally known to me or (X) produced a as identification.

Sign Name:

Print Name:

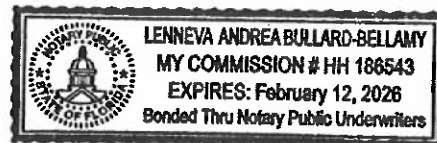

Lenneva Andrea Bullard-Bellamy

NOTARY PUBLIC

My Commission Expires:

Serial No. (none, if blank): _____

[NOTARIAL SEAL]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first mentioned above.

Witnesses:

GRANTOR:

Signature

Miami-Dade County, a political subdivision
of the State of Florida

Printed Name

Signature

By: _____
Name:
Title:

Printed Name

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 _____, who is the _____ of Miami-Dade County, a political subdivision of the State of Florida, and is () personally known to me or () produced a as identification.

My Commission Expires:

Sign Name: _____
Print Name: _____
NOTARY PUBLIC
Serial No. (none, if blank): _____

[NOTARIAL SEAL]

Witnesses:

Signature

Printed Name

Signature

Printed Name

PHASE ONE OWNER:

The Village of Casa Familia, Ltd., a Florida
limited partnership

By: Casa Familia GP, LLC, a Florida
limited liability company, its
general partner

By: _____
Kenneth Naylor, Vice President

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 December, 2023, by Kenneth Naylor, who is the Vice
President of the general partner of The Village of Casa Familia, Ltd., a Florida limited partnership
and is () personally known to me or () produced a as identification.

My Commission Expires:

Sign Name: _____

Print Name: _____

NOTARY PUBLIC

Serial No. (none, if blank): _____

[NOTARIAL SEAL]

EXHIBIT A
EASEMENT AREA



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION: UTILITY EASEMENT

A PORTION OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 31; THENCE SOUTH 89°58'32" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, CONTINUING ON THE NORTH RIGHT-OF-WAY LINE OF SW 84TH STREET, 369.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°58'32" WEST, ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, 48.72 FEET; THENCE NORTH 00°00'19" WEST 467.99 FEET; THENCE NORTH 15°14'53" EAST 15.56 FEET; THENCE NORTH 89°58'32" EAST 12.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE WESTERLY FROM WHICH A RADIAL LINE BEARS NORTH 72°36'22" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 932.03 FEET AND A CENTRAL ANGLE OF 14°03'07", FOR 228.58 FEET; THENCE SOUTH 89°11'58" EAST 38.74 FEET; THENCE SOUTH 13°31'25" WEST 219.43 FEET; THENCE SOUTH 04°37'39" WEST 37.36 FEET; THENCE SOUTH 00°05'02" WEST 448.64 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 7.50 FEET AND A CENTRAL ANGLE OF 90°06'30", FOR 11.80 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 26,296 SQUARE FEET, MORE OR LESS.

NOTES:

1. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE SOUTH LINE OF THE N. 1/2 OF THE SE 1/4 OF SECTION 31-54-40 BEING S89°58'32"W.
2. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ALL RECORDED DOCUMENTS ARE PER THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, UNLESS OTHERWISE NOTED.

FILE: CASA FAMILIA, INC.

SCALE: N/A

DRAWN: DCW

ORDER NO.: 68061A3

DATE: 2/3/22

UTILITY EASEMENT

MIAMI-DADE COUNTY, FLORIDA

FOR: CASA FAMILIA SITE-SW 84 ST.

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2

Digitally signed by John

John F Pulice

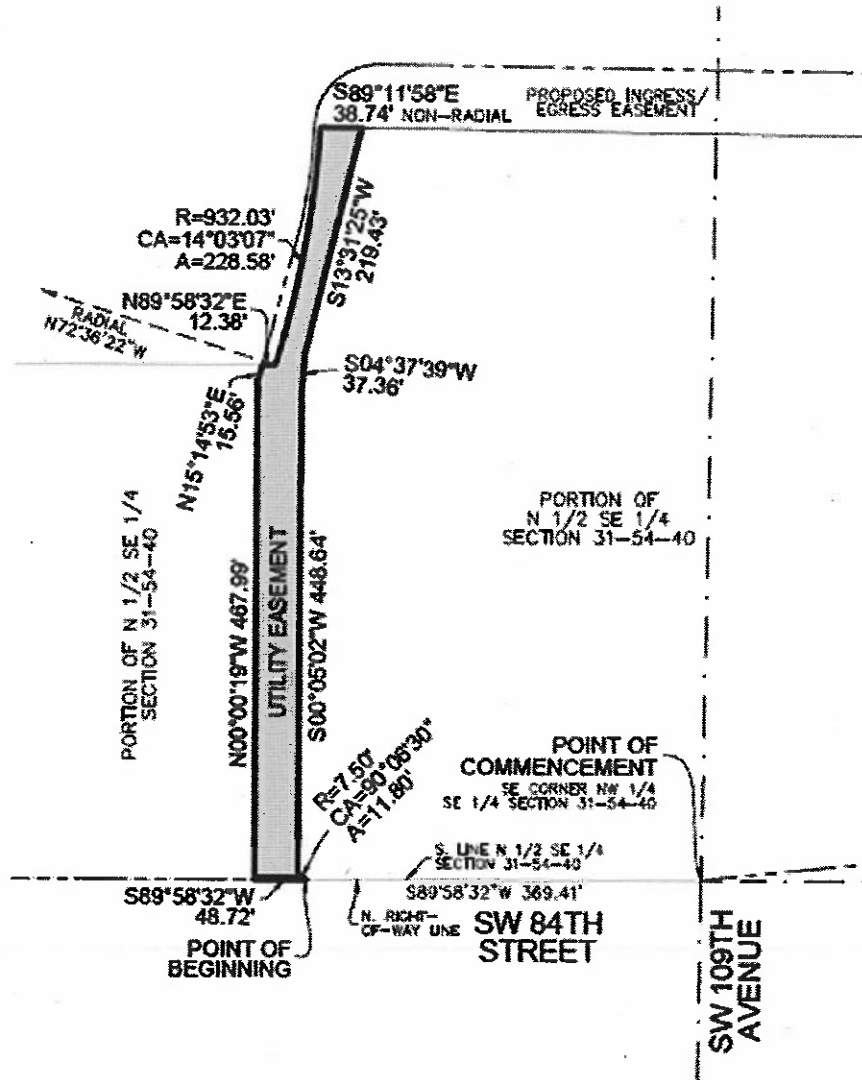
F Pulice

Date: 2022.02.03

- ☒ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☒ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☒ VICTOR R. CILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☒ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
STATE OF FLORIDA



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870



FILE: CASA FAMILIA, INC.

SCALE: 1"=150' DRAWN: DCW

ORDER NO.: 68061A3

DATE: 2/3/22

UTILITY EASEMENT

MIAMI-DADE COUNTY, FLORIDA

FOR: CASA FAMILIA SITE-SW 84 ST.

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 THRU 2

LEGEND & ABBREVIATIONS:

A = ARC LENGTH
CA = CENTRAL ANGLE
R = RADIUS

MDC019

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (the “**Amendment**”) is entered into and made on this _____ day of _____, 2023, (the “**Effective Date**”) by and between **Miami-Dade County**, a political subdivision of the State of Florida (the “**Landlord**”), and **Casa Familia, Inc.**, a Florida not for profit corporation (the “**Tenant**”). The Landlord and the Tenant are sometimes collectively referred to as the “**Parties**.”

BACKGROUND RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated as of January 31, 2023 (the “**Lease**”); and

B. Landlord and Tenant desire to enter into this Amendment in order to amend the Lease.

In consideration of the mutual promises and covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The Lease remains in full force and effect, and remains unmodified except as expressly amended hereby.
2. The acreage of the Premises is amended from approximately 8.9419 acres to approximately 8.9073 acres and Exhibits A and B are hereby deleted in their entirety and replaced with Exhibits A and B attached hereto.
3. Section 21.1.C.3. is hereby deleted in its entirety and replaced with the following:

Non-performance of any covenant of this Lease or default arising from the Tenant’s failure to keep, observe and/or perform any of the terms contained in this Lease, including Subsection 21.1.C(1) and (2) above, excepting the non-payment of Rent and other matters listed in Section 21.1 A and B above, and should such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant setting forth with reasonable specificity the nature of the alleged breach, with copies thereof to each Leasehold Mortgagee, Sub-lessee, and Sub-leasehold Mortgagee who shall have notified Landlord of its name, address and interest prior to such notice; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, Tenant fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default. Should Landlord fail to notify the Leasehold Mortgagee, Sub-lessee, and Sub-leasehold Mortgagee in accordance with the terms of this sub-section 3), it shall not prevent Landlord from taking any action against Tenant, but the rights of any Leasehold Mortgagee, Sub-lessee, and Sub-leasehold

Mortgagee under this Lease shall remain unaffected until it receives notice in accordance with this sub-section. Along with any notice of default issued to Tenant, Landlord must provide written notice to any applicable Equity Investor, any applicable Sub-lessee and any applicable Sub-leasehold Mortgagee and such entities shall have the right to cure any such breach of the Lease in the timeframe set forth in this Subsection 21.1.C(3) or such other time frame set forth in the Lease if such other timeframe is longer. Notwithstanding and prevailing over any other provision in this Lease to the contrary including this Subsection 21.1.C(3), no default shall continue in excess of one (1) year from the date of the County's notice and should any default continue in excess of one (1) year, then, even after and notwithstanding the prompt, diligent and good faith pursuit of actions to cure such defaults, this Lease and the rights of Tenant and any Leasehold Mortgagee, Sub-lessee, Equity Investor, and Sub-leasehold Mortgagee hereunder shall terminate as to the defaulting Phase after notice from the Landlord. Upon a foreclosure of deed in lieu of foreclosure by any Sub-leasehold Mortgagee, such mortgagee shall not be required to cure any event of default that is personal to the applicable Tenant or Sub-lessee which such mortgagee is not able to cure.

4. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Lease.
5. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

Landlord and Tenant have duly executed this Amendment, with the intent for it to be legally binding, as of the Effective Date.

LANDLORD:

MIAMI-DADE COUNTY

a political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

Date signed: _____

ATTEST:

LUIS MONTALDO, CLERK AD INTERIM

By: _____

Deputy Clerk

Approved by the County Attorney as
To form and legal sufficiency. _____

TENANT:

CASA FAMILIA, INC.

a Florida not for profit corporation

By:  _____

Name: NATHALIA LOWELL

Title: CHAIRMAN BOARD

Date signed: 12-4-2023

[SIGNATURE PAGE TO AMENDMENT TO LEASE AGREEMENT]

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES
[SEE FOLLOWING PAGE]

[EXHIBIT A]



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION: PROPOSED TRACT "A"

A PORTION OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 31; THENCE SOUTH 89°58'32" WEST ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SOUTHEAST ONE-QUARTER OF SECTION 31 FOR 305.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°58'32" WEST ALONG SAID SOUTH LINE 63.74 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 7.50 FEET, A CENTRAL ANGLE OF 90°06'30", FOR AN ARC DISTANCE OF 11.80 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°05'02" EAST 448.64 FEET; THENCE NORTH 04°37'39" EAST 37.36 FEET; THENCE NORTH 13°31'25" EAST 219.43 FEET; THENCE SOUTH 89°11'58" EAST 510.44 FEET; THENCE SOUTH 00°01'28" EAST 680.49 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SW 84TH STREET; THENCE SOUTH 84°16'27" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 90.79 FEET; THENCE SOUTH 88°34'43" WEST 404.21 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 388,004 SQUARE FEET (8.9073 ACRES), MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE SOUTH LINE OF THE N. 1/2 OF THE SE 1/4 OF SECTION 31-54-40 BEING S89°58'32"W.
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER MIAMI-DADE COUNTY PUBLIC RECORDS.

CLIENT: ATLANTIC PACIFIC COMPANIES

SCALE: N/A

DRAWN: DCW

ORDER NO.: 71771A

DATE: 8/17/23

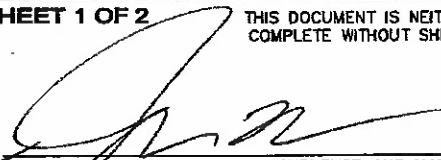
PROPOSED TRACT "A"

MIAMI-DADE COUNTY, FLORIDA

FOR: CASA FAMILIA

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2


☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
STATE OF FLORIDA

[EXHIBIT A]

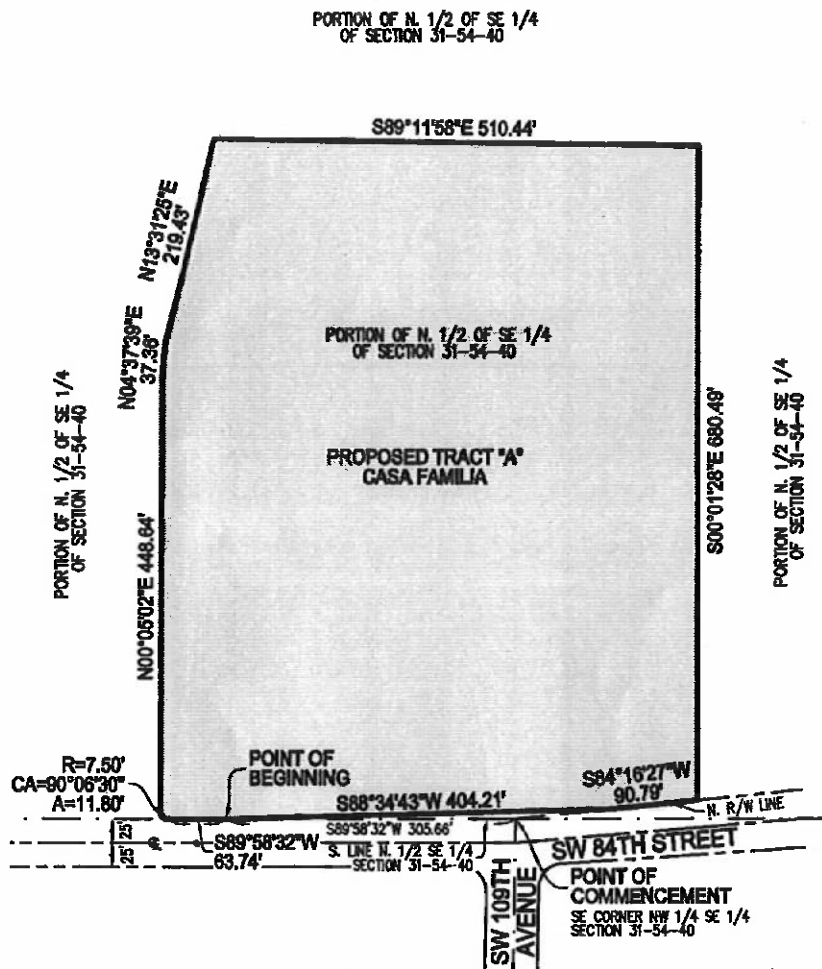
EXHIBIT B
SURVEY OF PREMISES
[SEE FOLLOWING PAGE]

[EXHIBIT B]



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: ATLANTIC PACIFIC COMPANIES

SCALE: 1"=20'

DRAWN: DCW

ORDER NO.: 71771A

DATE: 8/17/23

PROPOSED TRACT "A"

MIAMI-DADE COUNTY, FLORIDA

FOR: CASA FAMILIA

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND & ABBREVIATIONS:

Ⓢ CENTERLINE
A ARC LENGTH
CA CENTRAL ANGLE
R RADIUS

[EXHIBIT B]