

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO EXECUTE A PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT BY AND AMONG 500 ALTON ROAD VENTURES, LLC, A DELAWARE LIMITED LIABILITY COMPANY; 1220 SIXTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY; SOUTH BEACH HEIGHTS I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND KGM EQUITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“APPLICANT”), THE SCHOOL BOARD, AND THE CITY OF MIAMI BEACH, IN CONNECTION WITH A 337-UNIT RESIDENTIAL DEVELOPMENT, LOCATED AT 500 – 700 ALTON ROAD, CITY OF MIAMI BEACH, PROVIDING FOR MONETARY PROPORTIONATE SHARE MITIGATION PURSUANT TO THE INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING IN MIAMI-DADE COUNTY

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

On March 9, 2016, the School Board authorized a Public School Concurrency Proportionate Share Mitigation Development Agreement (“Agreement”) by and among the School Board, the City of Miami Beach (“City”) and 3425 Collins, LLC (“Developer”). Under the terms of the Agreement, the Developer contributed the monetary value of twenty-five (25) high school student stations, which was twenty-two (22) seats above the number needed to meet its school concurrency obligation. As such, Mitigation Bank #2016-004 was established, with a quantity of twenty-two (22) Banked Seats, all of which are available for purchase by other developers.

Additional Information

500 Alton Road Ventures, LLC; 1220 Sixth, LLC; South Beach Heights I, LLC and KGM Equities, LLC, (“Applicant”) is in the process of obtaining a development order from the City of Miami Beach (City) for a new development that includes 337 residential units

known as 500-700 Alton Road, on approximately 2.08 acres located at 550-700 Alton Road, contingent upon the Applicant obtaining a school concurrency determination from the District, in accordance with the terms of the Interlocal Agreement for Public School Facility Planning in Miami-Dade County ("ILA"). Pursuant to State Statutes and the ILA, the Residential Development was tested for Public School Concurrency and failed to meet the applicable Level of Service ("LOS") standard by six (6) student stations at the high school level. As such, representatives of the Applicant, the City and the District (collectively "the Parties"), reached consensus on the Mitigation option allowing the Applicant to purchase six (6) available Banked Seats from Mitigation Bank #2016-004, at the established price of \$32,977 per seat, all subject to Board and City approval. This will require the Parties to enter into a Public School Concurrency Proportionate Share Mitigation Development Agreement ("Mitigation Agreement").

Public School Concurrency Proportionate Share Mitigation Development Agreement

The Mitigation Agreement between the School Board, Town and Applicant shall contain, substantially, the following terms and conditions:

- the Applicant shall purchase the six (6) available Banked Seats from Mitigation Bank #2016-004, at the established price of \$32,977 per seat, for a total amount of \$197,862. As required under governing state law and the ILA, the District shall provide the Applicant an Educational Facilities Impact Fee Credit estimated at Forty-Five Thousand One Hundred Thirty-Two Dollars (\$45,132);
- upon the full execution of the Agreement by all appropriate Parties and receipt of full payment from the Applicant, the District shall issue a Finding of Available School Facility Capacity ("Finding"). Issuance of the Finding by the District shall be a pre-condition to issuance of building permits by the City for the subject Residential Development;
- the Mitigation Agreement shall expire upon the Parties' completion of their performance of all obligations under the Mitigation Agreement or within six (6) years from the date that the Agreement is executed by all Parties, whichever comes first;
- the Applicant may assign its rights, obligations and responsibilities under the Mitigation Agreement to a third-party purchaser of all or any part of fee simple title to the Residential Development. Any such assignment shall be in writing and shall require the prior written consent of all the Parties;
- the Applicant shall pay all recordation costs to the District necessary to record the Mitigation Agreement and any related documentation, including without limitation, Assignments, if any, and Releases;
- in the event of any dispute among the Parties, each Party shall be responsible for its own Attorney's fees, and the Parties waive trial by Jury in any action,

proceeding or counterclaim brought by any Party against any other Party or Parties with respect to any matter arising under the Mitigation Agreement; and

- for purposes of the Mitigation Agreement, the Superintendent or his/her designee shall be the Party designated by the Board to grant or deny any and all approvals required under the Mitigation Agreement, including, without limitation, issuance of Reports and Releases, and placing the Applicant in default, as may be applicable.

The Mitigation Agreement has been reviewed and approved for legal sufficiency by the School Board Attorney's Office, as well as reviewed by the Office of Risk and Benefits Management and found to be in compliance with risk management requirements. The Agreement, in final form, is attached hereto as Exhibit "A".

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

- 1) execute a Public School Concurrency Proportionate Share Mitigation Development Agreement ("Agreement") by and among 500 Alton Road Ventures, LLC, a Delaware Limited Liability Company; 1220 Sixth, LLC, a Delaware Limited Liability Company; South Beach Heights I, LLC, a Delaware Limited Liability Company, and KGM Equities, LLC, a Delaware Limited Liability Company ("Applicant"), the School Board, and the City of Miami Beach, in connection with 337-unit residential development, located at 500 – 700 Alton Road, City of Miami Beach, providing for monetary proportionate share mitigation pursuant to the Interlocal Agreement for Public School Facility Planning in Miami-Dade County;
- 2) execute any other documentation that may be required to effectuate implementation of the Agreement; and
- 3) grant or deny any approvals required under the Agreement, including, without limitation, issuance of Reports and Releases, and placing the Applicant in default, as may be applicable.

IMR:ir

This instrument prepared by
Ana Rijo-Conde
Miami-Dade County Public Schools
1450 NE 2 Avenue, Room 525
Miami, Florida 33132

After Recording return to:
Ana R. Craft, Esquire
School Board Attorney's Office
1450 NE 2nd Avenue, #430
Miami, FL 33132

PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT

**THIS PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE
MITIGATION DEVELOPMENT AGREEMENT (“Agreement”)**, is made and entered
this _____ day of _____, 2019, by and between **THE SCHOOL
BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and political,
existing under the laws of the State of Florida, hereinafter referred to as **“School Board”**
or **“School District,”** whose address is 1450 NE Second Avenue, Miami, Florida 33132;
CITY OF MIAMI BEACH, a municipal corporation of the State of Florida, hereinafter
referred to as **“City”**, whose address is 1700 Convention Center Drive, Miami Beach,
Florida 33139; and **500 ALTON ROAD VENTURES, LLC, a Delaware limited
liability company; 1220 SIXTH, LLC, a Delaware limited liability company; SOUTH
BEACH HEIGHTS I, LLC, a Delaware limited liability company, , and KGM
EQUITIES, LLC, a Delaware limited liability company**, hereinafter referred to
collectively as **“Applicant”** or **“Property Owner,”** whose address is whose address is
2200 Biscayne Boulevard, Miami, Florida 33137; the School Board, City and

All of the foregoing entities (Applicant) are authorized to transact business in the State of Florida. Applicant are sometimes referred to in this agreement as “**Party**”, and collectively as the “**Parties.**”

RECITALS:

WHEREAS, the Applicant (also referred to herein as “**Property Owner**”) is the fee simple owner of that certain tract of land (consisting of, collectively, Folio #s 0242040060010, 0242040060070, 0242030010100, 0242030010280, 0242030010161, 0242030010170, 0242030010180, 0242030010190, 0242030010201, 0242030010200, 0242030010210, 0242030010220) located in the City and as further illustrated within a Sketch To Accompany A Legal Description, certified to the School Board (**Exhibit “B”**), with both Exhibits attached hereto and incorporated herein; and

WHEREAS, the Applicant has submitted an application seeking approval to develop no more than 337 residential dwelling units on the Property (the “**Development Proposal**”); and

WHEREAS, the School Board and the City entered into that certain Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County, dated December 12, 2007 (adopted and executed by the City on February 13, 2008), to implement public school concurrency and to coordinate the approval of residential development with the provision of adequate public school facilities (“**ILA**”), incorporated herein by reference; and

WHEREAS, the Applicant has filed a Land Use Board Hearing Application (file No. PB18-0251) for a Conditional Use Permit Approval application with the City Planning Department, incorporated herein by reference, which requires School Facility Capacity availability for each student generated by the Development Proposal at each of the three school levels (i.e. elementary, middle and senior high school); and

WHEREAS, the Parties agree that: (1) adequate School Facility Capacity is not available for six (6) senior high students generated by the proposed residential dwelling units, at the Level of Service Standard within the Concurrency Service Area in which the Development Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will generate; (2) the needed School Facility Capacity for the applicable Concurrency Service Area is not available in any contiguous Concurrency Service Areas within the same Geographic Area; and (3) available School Facility Capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, the Parties agree that authorizing these new residential dwelling units will result in a failure of the Level of Service Standard for School Facility Capacity in the applicable Concurrency Service Area, or will exacerbate existing deficiencies in Level of Service Standards; and

WHEREAS, the Parties agree that Public School Concurrency shall be satisfied by the Applicant's execution of this legally binding Agreement and full compliance therewith,

to provide mitigation proportionate to the demand for Public School Facilities to be created by these new residential dwelling units; and

WHEREAS, the School Board, at its meeting of March 9, 2016 (Agenda Item F-1), authorized entering into a Public School Concurrency Proportionate Share Mitigation Development Agreement between the School Board, the City of Miami Beach and 3425 Collins, LLC, a Delaware Limited Liability Company (hereinafter referred to as “**3425 Collins**”), which agreement is incorporated herein by reference (the “**3425 Collins Agreement**”); and

WHEREAS, as a part of the 3425 COLLINS Agreement, the School Board authorized the creation and establishment of the 3425 COLLINS Mitigation Bank, hereinafter referred to as “**Mitigation Bank**” or “**Mitigation Bank #2016-004**”; and

WHEREAS, the Parties agree that the Applicant has selected as its Proportionate Share Mitigation option, the purchase of six (6) banked seats (“**Monetary Proportionate Share Mitigation**”) from Mitigation Bank #2016-004, subject to contingencies set forth below; and

WHEREAS, the Parties further agree that the Applicant shall pay the Monetary Proportionate Share Mitigation funds as further required herein; and

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized the execution of this Agreement in accordance with Board Item F-____, Board Action No. _____, at its meeting of _____, 2019; and

WHEREAS, the City of Miami Beach, at its meeting of _____, 2019, duly passed and adopted on that date, Resolution No. _____, authorizing the appropriate City officials to enter into this Agreement; and

WHEREAS, the Applicant has duly approved this Agreement, and represented to the School Board and to the City, and hereby confirms, that Marissa Galbut, Michael Sheitelman, Shlomo Dacho and Pablo De Almagro, each has been and each is hereby fully authorized to execute this Agreement on behalf of 500 Alton Road Ventures, LLC, a Delaware limited liability company; and

WHEREAS, the Applicant further represents that Marissa Galbut, Michael Sheitelman, Shlomo Dacho and Pablo De Almagro each has been and each is hereby fully authorized to execute this Agreement on behalf of 1220 Sixth, LLC, a Delaware limited liability company; and

WHEREAS, the Applicant further represents that Marissa Galbut, Michael Sheitelman, Shlomo Dacho and Pablo De Almagro each has been and each is hereby fully authorized to execute this Agreement on behalf of South Beach Heights I, LLC, a Delaware limited liability company; and

WHEREAS, the Applicant further represents that David B. Smith and Mark Muhlrud each has been and each is hereby fully authorized to execute this Agreement on behalf of KGM Equities, LLC, a Delaware limited liability company, pursuant to written consent issued September 28, 2015, and which consent is in full force and effect.

NOW, THEREFORE, in Consideration of the Sum of Ten Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **DEFINITION OF MATERIAL TERMS.** Any terms that are not defined herein are defined as set forth in the ILA or in the 3425 COLLINS Agreement. In the event of a conflict between the ILA, the 3425 COLLINS Agreement and this Agreement, the ILA shall control.

3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by the Applicant to provide Monetary Proportionate Share Mitigation for the Development Proposal for the Property sought to be approved by the Applicant.

4. **MONETARY PROPORTIONATE SHARE MITIGATION.** The Parties agree that the Applicant has elected to satisfy its Monetary Proportionate Share Mitigation requirement under this Agreement through the purchase of available student stations from the Mitigation Bank (“**Capacity Credits**” or “**Banked Seats**”) by the Applicant and transfer thereto. The purchase price of the Banked Seat(s) has been established at Thirty Two Thousand nine hundred and seventy seven Dollars (\$32,977) per seat. As such, the amount of the Monetary Proportionate Share Mitigation under this option shall be One

Hundred Ninety Seven Thousand Eight Hundred Sixty Two Dollars (\$197,862) (i.e. 6 seats x \$32,977 purchase price of a Banked Seat = Monetary Proportionate Share Mitigation payment of \$197,862).

- A. **Payment:** The Parties to this Agreement covenant and agree that the Applicant will make its Monetary Proportionate Share Mitigation payment to the School Board within thirty (30) calendar days following the full and proper execution of this Agreement, unless otherwise extended at the sole and absolute discretion of the School Board or designee (defined hereinafter as Effective Date). Payment of the cost of the Banked Seats, in the amount of One Hundred Ninety Seven Thousand Eight Hundred Sixty Two Dollars (\$197,862), shall be by cashier check, wire transfer or any other method of payment acceptable to the School Board's Office of Treasury Management ("**Capacity Credits Purchase Funds**"). The Monetary Proportionate Share Mitigation payment shall be non-refundable after issuance of the Finding, as defined under Section 4B hereof.
- B. **Issuance of Finding:** Upon the full execution of this Agreement by all appropriate Parties and receipt by the School District of the Capacity Credits Purchase Funds, and transfer of Capacity Credits to the Applicant, the School District shall issue a Finding of Available School Facility Capacity ("**Finding**") pursuant to the ILA. The duration and effect of this Finding shall be in accordance with the ILA. However, in no event shall this Finding, or any allocation of student seats based on this Finding ("**School Concurrency Allocation**"), continue to be effective if the Applicant fails to perform

his/her/its obligations under this Agreement. Conversely, once Applicant has completely performed his/her/its obligations under this Agreement, Applicant shall be entitled to rely on the Finding and School Concurrency Allocation, subject to the terms and conditions stated therein. In the event Applicant fails to pay the Monetary Proportionate Share Mitigation Payment as provided for herein, the School District, at its sole option, may cancel this Agreement and return the Capacity Credit to the Mitigation Bank. Issuance of a Finding by the School District shall be a pre-condition to issuance of building permits by the Town for the subject Development Proposal.

- C. **Educational Facilities Impact Fee Credit.** As consideration for the Applicant's Monetary Proportionate Share Mitigation specified herein, the Parties agree that the School District shall provide a credit toward any Educational Facilities Impact Fee(s) ("**Impact Fee(s)**") imposed by Miami-Dade County Ordinance for construction of the Development Proposal ("**Impact Fee Credit**"). The Impact Fee Credit for this Development Proposal has been estimated at a not-to-exceed amount of Forty Five Thousand One Hundred Thirty Two Dollars (\$45,132), derived by subtracting the cost of the six banked seats (\$197,862), less the Reimbursable Value to be paid to the owner of Bank #2016-004 for the sale of two banked seats ($\$25,415 \times 6 = \$152,490$), resulting in $\$197,862 - \$152,490 = \$45,132$. The final Impact Fee Credit amount shall be determined after the County provides the actual Impact Fee amount, pursuant to the then current Miami-Dade County Educational

Facilities Impact Fee Ordinance (Chapter 33K, of Miami-Dade County Code of Ordinances), the Interlocal Agreement Between Dade County and The School Board of Dade County, Florida, relating to Educational Facilities Impact Fee Monies, and the Metropolitan Dade County Educational Facilities Impact Fee Administrative Procedures Manual, as each may have been amended or may be amended from time to time. The amount of the Impact Fee Credit will not include any administrative or other fees which the County may impose as part of its administrative process.

5. **EFFECTIVE DATE.** This Agreement shall take effect upon the last of the Parties signing this Agreement, but in no event later than July 12, 2019 (“**Effective Date**”). Failure to deliver this Agreement to the School Board executed by the Applicant by May 3, 2019 and by the City by May 31, 2019 may, in the sole discretion of the School District, result in the revocation of the Concurrency Determination issued by the School District on March 19, 2019, incorporated herein by reference.

6. **TERM.** This Agreement shall expire upon the Parties’ completion of their performance of all obligations herein or within six (6) years from the Effective Date, whichever comes first.

7. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation agreement in Section 163.3180(6)(h)2, Florida Statutes and as provided for in the ILA.

8. **NOTICES AND GENERAL CONDITIONS.**

A. All notices or communications and deliverables under this Agreement by any Party to the others (“**Notice**”) shall be sufficiently given or delivered if dispatched by (a) certified U.S. mail, postage pre-paid, return receipt requested, (b) hand delivery, (c) Federal Express or other comparable overnight mail service, (d) telephone facsimile transmission with transmission receipt, or (e) electronic mail to the following addresses, or as the same may be changed in writing from time to time. Whenever any of the Parties desires to give Notice to the others, such Notice must be in writing, addressed to the Party for whom it is intended at the place last specified. The place for giving of Notice shall remain such until it is changed by written Notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving Notice:

In the case of Notice or communication to the School Board:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
1450 NE Second Avenue, Room 912
Miami, Florida 33132

With copies to:

Miami-Dade County Public Schools Facilities Planning
Attn: Deputy Chief Facilities & Eco-Sustainability Officer
1450 NE Second Avenue, Room 525
Miami, Florida 33132
Arijo@dadeschools.net; and concurrency@dadeschools.net

The School Board of Miami-Dade County, Florida
c/o School Board Attorney
1450 NE 2 Avenue, Suite 400
Miami, Florida 33132
Walter.Harvey@dadeschools.net and Acraft@dadeschools.net

In the case of Notice or communication to the Applicant:

Michael S. Sheitelman
2200 Biscayne Boulevard
Miami, Florida 33137
Phone: 305 374 5700

With copy to:

Bercow Radell & Fernandez, P.A.
200 S. Biscayne Boulevard, Suite 850
Miami, Florida 33131
Fax: (305) 377-6222
Email: gpenn@brzoninglaw.com

In the case of Notice or communication to the Town:

Michael Belush, AICP, Principal Planner
Planning Department, City of Miami Beach
1700 Convention Center Dr., Miami Beach, FL 33139
Fax: 305-673-7559
Email: michaelbelush@miamibeachfl.gov

With a copy to:

Raul Aguila, City Attorney
OFFICE OF THE CITY ATTORNEY
1700 Convention Center Dr., Miami Beach, FL 33139
RaulAguila@miamibeachfl.gov

B For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the Party designated by the School Board to grant or deny any and all approvals required under this Agreement, including, without limitation, issuance of Reports and Releases, and placing the Applicant in default, as provided herein.

C. Except as otherwise provided in this Agreement, any Notice or deliverable shall be deemed received only upon actual delivery at the address set forth above. Notices or deliverables delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. “**Day**” as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the School Board, Counsel for the Town and Counsel for the Applicant may deliver Notice on behalf of the School Board, the Town and the Applicant, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

9. **RELEASE.** When all of the Parties’ obligations set forth herein are fully paid and performed, each Party shall release all other Parties from this Agreement, and all Parties shall release all other Parties from any and all future claims, costs or liabilities arising out of the provision of Monetary Proportionate Share Mitigation in accordance with this Agreement. These releases shall be simultaneously exchanged and shall be recorded in the Official Records of Miami-Dade County, Florida, evidencing such performance.

10. **VENUE; CHOICE OF LAW; ATTORNEY’S FEES.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of laws’ provisions. Any controversies or legal issues

arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the State Court of the 11th Judicial Circuit, in and for, Miami-Dade County, Florida. The Parties agree that in the event of any dispute of whatever nature relating to this Agreement, venue shall be in Miami-Dade County, Florida. The Parties further agree that, in the event of a dispute among the Parties, each Party shall be responsible for its own attorney's fees and costs through all appeals.

11. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

12. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the Party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

13. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement, and are incorporated herein by reference.

14. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document

prepared, in recordable form, with the same formality as this Agreement and duly executed by all the Parties to this Agreement. Additionally, this Agreement may be modified only until the earliest of the following times: (a) issuance of the first principal building permit for the Development Project; or (b) six (6) months after the date that this Agreement is authorized by the School Board.

15. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a covenant running with the land and shall be recorded by the School Board, at the Applicant's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Applicant, and its heirs, successors and assigns, until such time as the same expires in accordance with the provisions hereof, or is otherwise modified or released pursuant to an instrument executed on behalf of the Parties.

16. **ASSIGNMENT.** The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third party purchaser of all or any part of fee simple title to the Property, subject to the terms and conditions contained herein. Any such assignment shall be in writing and shall require the prior written consent of all of the Parties, such consent not to be unreasonably withheld. At the election of the School District, such consent may be conditioned upon the written agreement of the assignee to assume all of Applicant/Assignor's duties and obligations under this Agreement and to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Monetary Proportionate Share Mitigation under this Agreement. The Assignor under such assignment shall furnish the Parties with a copy of the duly executed

assignment, in recordable form, within ten (10) days of the date of execution of same. The Parties further agree that an assignment of this Agreement shall only be permitted where (a) the Applicant/Assignor has mitigated for the public school impacts of the subject Property with Monetary Proportionate Share Mitigation payment having been made, and (b) this Agreement is being assigned to the purchaser of the subject Property. Purchased Capacity Credits may not be sold, transferred or used in any way other than as provided for under this Section. Any sale, transfer or use of Purchased Capacity Credits in violation of this Agreement shall be deemed null and void.

17. **DEFAULT.** If any Party fails to perform or observe any of the material terms and conditions of this Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from another Party, the Party giving notice of default may terminate this Agreement by providing the Parties with ten (10) days additional written notice. Failure of any Party to exercise its rights in the event of any breach by one or more other Parties shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the other Parties. Such waiver shall be limited to the terms specifically contained therein.

18. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which when executed and delivered shall be deemed to be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The School Board shall be the last party to execute this Agreement.

19. **RECORDING OF DOCUMENTS AND FEES.** The School District shall record this Agreement and any related documentation, including without limitation, Assignments, if any, and Releases, within thirty (30) days after proper execution thereof, in the Public Records of Miami-Dade County, Florida. The Applicant shall pay all recordation costs to the School District.

20. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

21. **WAIVER OF TRIAL BY JURY. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR PARTIES WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT.**

22. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

23. **MERGER CLAUSE.** This Agreement and all Exhibits thereto set forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

24. **PUBLIC RECORDS LAWS.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of

these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The Parties acknowledge and accept the authority of the School Board and the Town to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access the Applicant's records, its/their legal representatives' and contractors' records with respect to this Agreement and the obligation of the Applicant to retain and to make those records available upon request, and in accordance with all applicable laws. Applicant shall keep records to show its/their compliance with this Agreement. In addition, Applicant's contractors and subcontractors must make available, upon School Board's and Town's request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Applicant, its contractors and sub-contractors shall (i) retain all records for five (5) years after the Effective Date of this Agreement; and (ii) the School Board and the Town shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement. The Applicant shall incorporate this Section 24 into every contract that it enters into relating to the subject Property.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC

**RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE
Second Avenue, Miami, Florida 33132.**

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement
on the respective dates under each signature:

APPLICANT/PROPERTY OWNER

WITNESSES:

500 ALTON ROAD VENTURES, LLC,
a Delaware limited liability company

Print Name: _____

By: _____
Michael Sheitelman, Vice President

Print Name: _____

APPLICANT'S ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019,
by Michael Sheitelman, as Vice President of 500 ALTON ROAD VENTURES, LLC, a
Delaware limited liability company, on behalf of the Company. He/she is personally known
to me or has produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

APPLICANT/PROPERTY OWNER

WITNESSES:

1220 SIXTH, LLC,
a Delaware limited liability company

Print Name: _____

By: _____
Michael Sheitelman, Vice President

Print Name: _____

APPLICANT'S ACKNOWLEDGMENT

STATE OF FLORIDA)
) **SS:**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Michael Sheitelman, as Vice President of 1220 SIXTH, LLC, a Delaware limited liability company, on behalf of the Company. He/she is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

APPLICANT/PROPERTY OWNER

WITNESSES:

SOUTH BEACH HEIGHTS I, LLC,
a Delaware limited liability company

Print Name: _____

By: _____
Michael Sheitelman, Vice President

Print Name: _____

APPLICANT'S ACKNOWLEDGMENT

STATE OF FLORIDA)
) **SS:**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019,
by Michael Sheitelman, as Vice President of SOUTH BEACH HEIGHTS I, LLC, a
Delaware limited liability company, on behalf of the Company. He/she is personally known
to me or has produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

APPLICANT/PROPERTY OWNER

WITNESSES:

KGM EQUITIES, LLC,
a Delaware limited liability company

Print Name: _____

By: _____
David B. Smith, Manager

Print Name: _____

APPLICANT’S ACKNOWLEDGMENT

STATE OF FLORIDA)
) **SS:**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by David B .Smith, as Manager of KGM EQUITIES, LLC,, a Delaware limited liability company, on behalf of the Company. He/she is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

SCHOOL BOARD

Signed, sealed and delivered
in the presence of:

**THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA**, a body corporate and
politic existing under the laws of the State of
Florida

Print Name: _____

By: _____

Name: Alberto M. Carvalho

Title: Superintendent of Schools

Date: _____

Print Name: _____

Recommended by:

Name: Jaime G. Torrens

Title: Chief Facilities Officer

Date: _____

Approved as to Risk Management Issues:

By: _____

Office of Risk & Benefits Management

Date: _____

Approved as to Treasury Management Issues:

By: _____

Office of Treasury Management

Date: _____

To the School Board:

Approved as to form and legal sufficiency

Name: Ana R. Craft

Assistant School Board Attorney

Date: _____

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by ALBERTO M. CARVALHO, Superintendent of Schools, acting on behalf of THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida, who personally appeared before me, and is [] personally known to me or [] produced _____ as identification, and who further acknowledged that he signed the above instrument with full authority, as set forth therein, on behalf of The School Board of Miami-Dade County, Florida.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

CITY OF MIAMI BEACH:

WITNESSES:

City of Miami Beach:

By: _____
_____, Mayor
____ day of _____, 2019.

ATTEST:

_____, _____ Clerk

By: _____
Planning Director

ATTEST

**APPROVED AS TO FORM AND
LANGUAGE AND FOR
EXECUTION:**

By _____
City Attorney

Date: _____

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ as Mayor, acting on behalf of City of Miami Beach, a Municipal Corporation, existing under the laws of the State of Florida. He/she personally appeared before me, and is [x] personally known to me or [] produced _____ as identification, , and who acknowledged that he/she signed the above instrument with full authority, as set forth therein, on behalf of City of Miami Beach, Florida.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

EXHIBIT "A"

TO PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT AMONG THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FL; CITY OF MIAMI BEACH; AND 500 ALTON ROAD VENTURES, LLC, 1220 SIXTH, LLC, SOUTH BEACH HEIGHTS I, LLC, AND KGM EQUITIES, LLC

Legal Description

LAND DESCRIPTION: (500 ALTON ROAD) PARCEL 1:

LOTS 2 THROUGH 10, INCLUSIVE, AND LOT 15, OF "AMENDED PLAT OF AQUARIUM SITE RESUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 83, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL2:

LOTS 1, 16, 17, 18 AND 19, OF "AMEND_ED PLAT OF AQUARIUM SITE RESUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 83, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCELS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 19 OF "AMENDED PLAT OF AQUARIUM SITE RESUBDIVISION", AS RECORDED IN PLAT BOOK 21, PAGE 83, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF SAID LOT 19 FOR A DISTANCE OF 25.15 FEET TO THE POINT OF INTERSECTION WITH THE RIGHT-OF-WAY LINE OF STATE ROAD A-1-A; THENCE DEFLECTING 87°01'19" TO THE RIGHT, RUN ALONG THE RIGHT-OF-WAY LINE OF STATE ROAD A-1-A FOR A DISTANCE OF 37.88 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.5 FEET AND A CENTRAL ANGLE OF 87°00'49", FOR AN ARC DISTANCE OF 99.47 FEET TO THE POINT OF TANGENCY WITH THE EAST LINE OF SAID LOT 1, SAID POINT BEING 7.48 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH ALONG THE EAST LINE OF LOT 1, FOR A DISTANCE OF 28.72 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 63.80 FEET AND A CENTRAL ANGLE OF 89°59'30", FOR AN ARC DISTANCE OF 100.21 FEET TO A POINT OF TANGENCY WITH THE SOUTH LINE OF LOT 1, AT A DISTANCE OF 11.20 FEET FROM THE SOUTHWEST CORNER OF LOT 1; THENCE RUN WEST ALONG SOUTH LINE OF SAID LOTS 1 AND 19 FOR A DISTANCE OF 36.20 FEET TO THE POINT OF BEGINNING.

AND

BEGINNING AT THE SOUTHEAST CORNER OF LOT 18 OF "AMENDED PLAT OF AQUARIUM SITE RESUBDIVISION", AS RECORDED IN PLAT BOOK 21, PAGE 83, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN WEST ALONG THE SOUTH LINE OF LOTS 18 AND 17 A DISTANCE OF 62.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE RUN ALONG THE ARC OF SAID CIRCULAR CURVE, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 66°03'04", FOR AN ARC DISTANCE OF 23.06 FEET TO THE POINT OF TANGENCY WITH THE WESTERLY LINE OF SAID LOT 17; THENCE RUN NORTHWESTERLY ALONG SAID WESTERLY LINE OF LOT 17, A DISTANCE OF 27.39 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 29.30 FEET AND A CENTRAL ANGLE OF 46°06'19", FOR AN ARC DISTANCE OF 23.58 FEET TO A POINT; THENCE RUN EASTERLY ALONG A STRAIGHT LINE

A DISTANCE OF 74.72 FEET TO A POINT ON THE EAST LINE OF SAID LOT 18, SAID POINT BEING 25.15 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 18; THENCE RUN SOUTH ALONG SAID EAST LINE OF LOT 18, FOR A DISTANCE OF 25.15 FEET TO THE POINT OF BEGINNING.

PARCEL 3;

LOTS 13 AND 14, OF "AMENDED PLAT OF AQUARIUM SITE RESUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 83, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL4

LOTS 11 AND 12, OF "AMENDED PLAT OF AQUARIUM SITE RESUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 83, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 5:

LOTS 1 THROUGH 7, INCLUSIVE AND LOTS 27 THROUGH 32, INCLUSIVE, BLOCK 2, "AMENDED PLAT FLEETWOOD SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 34, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS AND EXCEPTING THOSE PORTIONS OF SAID LOTS 1 AND 2, OF BLOCK 2, OF SAID PLAT OF "AMENDED PLAT FLEETWOOD SUBDIVISION", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE RUN SOUTH, ALONG THE WEST LINE OF SAID LOT 1 AND 2 FOR A DISTANCE OF 95.00 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT HAVING FOR ELEMENTS A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES FOR AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY WITH THE SOUTH LINE OF SAID LOT 1; THENCE RUN EAST ALONG THE SAID SOUTH LINE OF LOT 1 FOR A DISTANCE OF 23.87 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, HAVING FOR ELEMENTS A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 73 DEGREES 36 MINUTES 39 SECONDS FOR AN ARC DISTANCE OF 19.27 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 16 DEGREES 23 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 51.32 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE RUN NORTH 11 DEGREES 18 MINUTES 35 SECONDS WEST FOR A

DISTANCE OF 50.99 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

PARCEL6:

LOTS 23 THROUGH 26, INCLUSIVE, IN BLOCK 2, OF AMENDED PLAT FLEETWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 34, OF THE PUBLIC RECORDS OF MIAMI - DADE COUNTY, FLORIDA.

PARCEL 7:

LOT 8 THROUGH 14 INCLUSIVE, BLOCK 2 LESS WEST 10 FEET OF "FLEETWOOD SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

EXHIBIT "B"

TO PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT AMONG THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FL; CITY OF MIAMI BEACH; AND 500 ALTON ROAD VENTURES, LLC, 1220 SIXTH, LLC, SOUTH BEACH HEIGHTS I, LLC, AND KGM EQUITIES, LLC

LAND DESCRIPTION: (BLOCK 500)

LOTS 2 THROUGH 16, INCLUSIVE, A PORTION OF LOTS 1, 18 AND 19 AND THAT CERTAIN 15 FOOT STRIP OF LAND ADJACENT TO THE SOUTH SIDE OF WEST 4TH STREET, FLEETWOOD SUBDIVISION, ACCORDING TO PLAT BOOK 28, PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 11;

THENCE NORTH 89°37'30" EAST ALONG THE NORTH LINE OF SAID LOTS 10 AND 11, A DISTANCE OF 210.00 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°59'39" AND AN ARC DISTANCE OF 31.41 FEET;

THENCE SOUTH 09°22'51" EAST ALONG THE EAST LINE OF SAID LOTS 1, THROUGH 10, A DISTANCE OF 277.46 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.5 FEET, A CENTRAL ANGLE OF 87°00'49" AND AN ARC DISTANCE OF 85.47 FEET;

THENCE SOUTH 86°36'28" EAST, A DISTANCE OF 112.67 FEET TO A POINT ON A NON-TANGENT CURVE (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 19°33'08" WEST);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 29.30 FEET, A CENTRAL ANGLE OF 48°08'19" AND AN ARC DISTANCE OF 23.38 FEET;

THENCE NORTH 04°29'58" WEST ALONG THE WESTERLY LINE OF SAID LOTS 17 AND 18, A DISTANCE OF 73.04 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE EAST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 335.75 FEET, A CENTRAL ANGLE OF 1°01'00" AND AN ARC DISTANCE OF 11.13 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE WEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'21" AND AN ARC DISTANCE OF 31.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (BLOCK 600)

A PORTION OF LOTS 1 AND 2, AND LOTS 3 THROUGH 14, INCLUSIVE, AND LOTS 23 THROUGH 32, INCLUSIVE, BLOCK 2, "AMENDED PLAT FLEETWOOD SUBDIVISION", ACCORDING TO PLAT BOOK 28, PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 89°37'30" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 111.13 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 79°35'39" AND AN ARC DISTANCE OF 15.27 FEET;

THENCE NORTH 16°46'51" WEST, A DISTANCE OF 51.32 FEET;

THENCE NORTH 11°41'42" WEST, A DISTANCE OF 50.99 FEET;

THENCE NORTH 07°22'51" WEST ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 250.00 FEET;

THENCE NORTH 89°37'30" EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 10.00 FEET;

THENCE NORTH 07°22'51" WEST ALONG A LINE 10 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 350.00 FEET;

THENCE NORTH 89°37'30" EAST ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 140.00 FEET;

THENCE SOUTH 07°22'51" EAST ALONG THE EAST LINE OF SAID LOTS 14 THROUGH 11, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°37'30" EAST ALONG THE NORTH LINE OF SAID LOT 23, A DISTANCE OF 170.00 FEET;

THENCE SOUTH 07°22'51" WEST ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 445.00 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'21" AND AN ARC DISTANCE OF 23.38 FEET;

THENCE SOUTH 89°37'30" WEST ALONG THE SOUTH LINE OF SAID LOT 32, A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING.

LOCATION MAP (NTS)

600 BLOCK AREA = 188,249 SQ. FT.
 500 BLOCK AREA = 85,180 SQ. FT.
 6TH STREET AREA = 12,720 SQ. FT.
 TOTAL SITE AREA = 286,149 SQ. FT.

TOGETHER WITH: (6TH STREET)

A PORTION OF 6TH STREET AS SHOWN ON "AMENDED PLAT OF FLEETWOOD SUBDIVISION", ACCORDING TO THE PLAT HEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, OF SAID "AMENDED PLAT OF FLEETWOOD SUBDIVISION";

THENCE NORTH 89°37'30" EAST ALONG THE SOUTH LINE OF LOT 32, BLOCK 2 OF SAID "AMENDED PLAT OF FLEETWOOD SUBDIVISION", A DISTANCE OF 111.13 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 79°35'39" AND AN ARC DISTANCE OF 15.27 FEET;

THENCE SOUTH 07°22'51" WEST, A DISTANCE OF 85.00 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 6TH STREET AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°59'39" AND AN ARC DISTANCE OF 31.41 FEET;

THENCE SOUTH 09°22'51" WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTHWESTERLY ALONG THE NORTH LINE OF LOT 10 AND LOT 11 OF "AMENDED PLAT OF FLEETWOOD SUBDIVISION" ACCORDING TO THE PLAT HEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE SOUTH 09°22'51" WEST ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 140.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'21" AND AN ARC DISTANCE OF 31.42 FEET;

THENCE NORTH 07°22'51" WEST, A DISTANCE OF 70.00 FEET;

THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 2, NORTH 89°37'30" EAST, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITuate, LYING AND BEING IN THE CITY OF MIAMI BEACH, MIAMI/DADE COUNTY, FLORIDA; CONTAINING 286,149 SQUARE FEET OR 6.5881 ACRES MORE OR LESS.

TITLE REVIEW (SCHEDULE B-1)

- ALL MATTERS SHOWN ON THE PLAT OF AMENDED PLAT FLEETWOOD SUBDIVISION, RECORDED IN PLAT BOOK 28, PAGE 34. (AFFECTS/NOT AFFECTED)
- ESSEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 7207, PAGE 610. (PORTIONS OF LOTS 2, 7, 30 AND 31, BLOCK 2) (AFFECTS/PLOTTED)
- RIGHT-OF-WAY EASEMENT GRANTED TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY RECORDED IN OFFICIAL RECORDS BOOK 7458, PAGE 535. (NORTH 5 FEET OF LOT 7, BLOCK 2) (AFFECTS/PLOTTED)
- MEMORANDUM OF SURRELSE (LOTS 22-30, BLOCK 2) BY AND BETWEEN SOUTH BEACH DOCTOR'S HOSPITAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY (SURRELSEE) AND SOUTH BEACH COMMUNITY HOSPITAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY (SURRELSEE) AS EVIDENCED BY MEMORANDUM OF SURRELSE DATED FEBRUARY 19, 2005, RECORDED DECEMBER 20, 2005 IN OFFICIAL RECORDS BOOK 24071, PAGE 2012. (LOTS 27-30, BLOCK 2) (AFFECTS/NOT PLOTTABLE)
- ORDER OF ADJUSTMENT BOARD (NO. 3029) RECORDED OCTOBER 7, 2004 IN OFFICIAL RECORDS BOOK 22715, PAGE 236. (LOTS 23-26, BLOCK 2) (AFFECTS/NOT PLOTTABLE)
- ORDER OF ADJUSTMENT BOARD (NO. 3030) RECORDED OCTOBER 7, 2004 IN OFFICIAL RECORDS BOOK 22715, PAGE 239. (LOTS 1-4, LESS STREET, LOTS 5-7 AND LOTS 27-32, BLOCK 2) (AFFECTS/NOT PLOTTABLE)
- ORDER OF ADJUSTMENT BOARD (NO. 3083) RECORDED JUNE 2, 2005 IN OFFICIAL RECORDS BOOK 23435, PAGE 3669, AMENDED BY MODIFIED ORDER RECORDED MARCH 20, 2008 IN OFFICIAL RECORDS BOOK 24441, PAGE 1173. (LOTS 23-26, BLOCK 2) (AFFECTS/NOT PLOTTABLE)
- ORDER OF ADJUSTMENT BOARD (NO. 3281) RECORDED FEBRUARY 8, 2008 IN OFFICIAL RECORDS BOOK 26206, PAGE 877. (LOTS 1-7 AND LOTS 23-32, BLOCK 2) (AFFECTS/NOT PLOTTABLE)
- CONDITIONAL USE PERMIT OF THE PLANNING BOARD OF THE CITY OF MIAMI BEACH (FILE 0808) RECORDED MAY 29, 2008 IN OFFICIAL RECORDS BOOK 26140, PAGE 1081, MODIFIED BY MODIFIED CONDITIONAL USE PERMIT RECORDED JANUARY 22, 2009 IN OFFICIAL RECORDS BOOK 26726, PAGE 1824. (LOTS 1-7 AND LOTS 23-32, BLOCK 2) (AFFECTS/NOT PLOTTABLE)
- CONSENTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF RESTRICTIVE COVENANT RECORDED MAY 29, 2008 IN OFFICIAL RECORDS BOOK 25564, PAGE 3281 (LOT 22, BLOCK 1) (AFFECTS/NOT PLOTTABLE)
- CITY OF MIAMI BEACH BOARD OF ADJUSTMENT ORDER RECORDED AUGUST 15, 2013 IN OFFICIAL RECORDS BOOK 28774, PAGE 1932. (ALL PARCELS) (AFFECTS/NOT PLOTTABLE)
- CITY OF MIAMI BEACH DESIGN REVIEW BOARD ORDER RECORDED JUNE 27, 2013 IN OFFICIAL RECORDS BOOK 28703, PAGE 2546. (ALL PARCELS) (AFFECTS/NOT PLOTTABLE)
- CONDITIONAL USE PERMIT RECORDED MAY 2, 2013 IN OFFICIAL RECORDS BOOK 28610, PAGE 2332. (ALL PARCELS) (AFFECTS/NOT PLOTTABLE)

ALL OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA AND WALTER J. HARVEY SCHOOL BOARD ATTORNEY AND HIS SUCCESSORS IN OFFICE.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA AND WALTER J. HARVEY SCHOOL BOARD ATTORNEY AND HIS SUCCESSORS IN OFFICE.

I HEREBY CERTIFY THAT THE "SKETCH OF SURVEY" OF THE HEREON SURVEYED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION IN FEBRUARY, 2019. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO FLORIDA STATUTES. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: _____

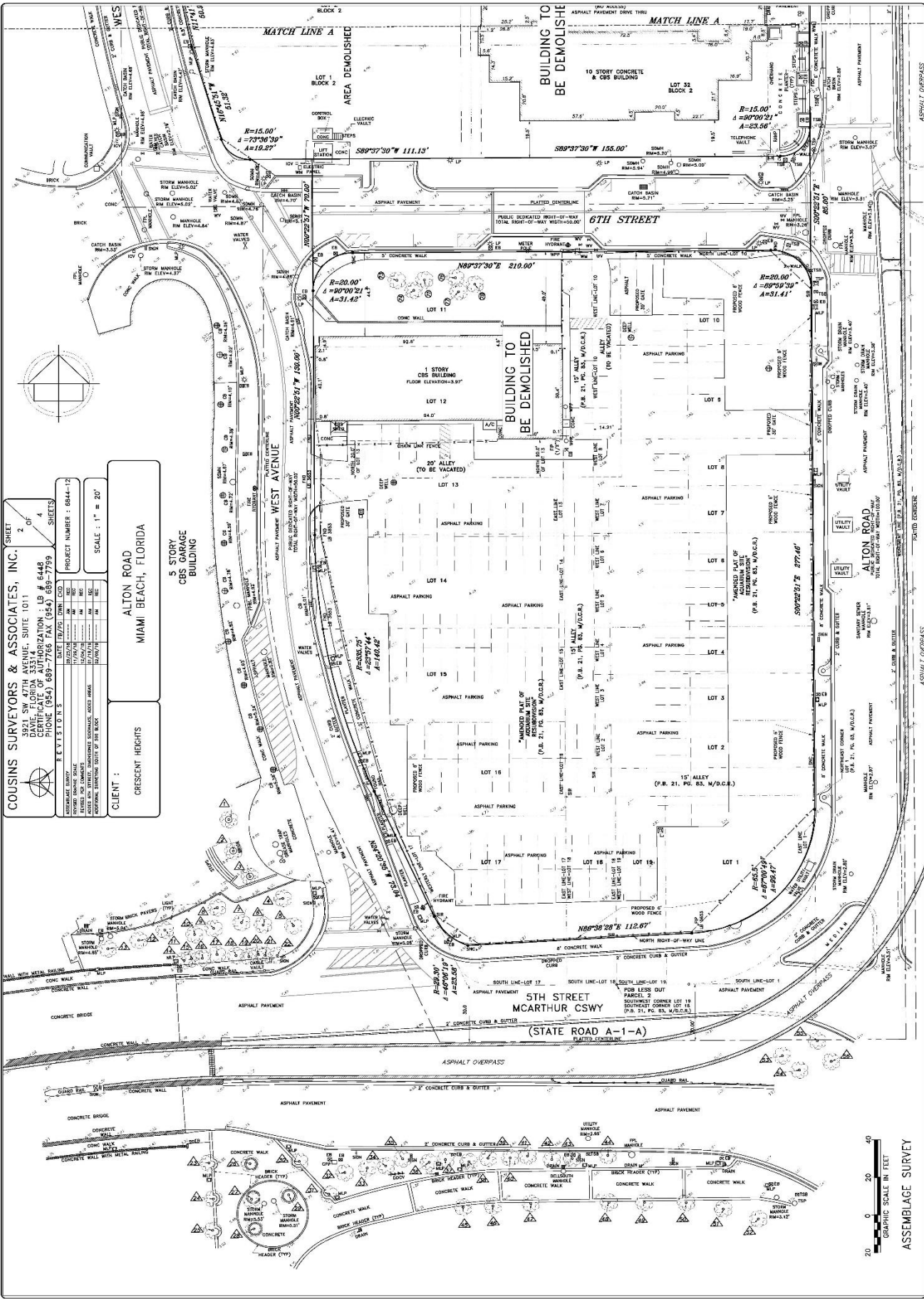
RICHARD E. COUSINS
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NO. 4108

SURVEY DATE: 02/08/19

PROJECT NUMBER: 6844-10

SCALE: N/A

SHEET 1 OF 6 SHEETS



COUSINS SURVEYORS & ASSOCIATES, INC.
 3921 SW 47TH AVENUE, SUITE 1011
 MIAMI BEACH, FLORIDA 33133
 CERTIFICATE OF AUTHORIZATION: LS # 6448
 PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT:
 CRESCENT HEIGHTS
 ALTON ROAD
 MIAMI BEACH, FLORIDA

PROJECT NUMBER: 0844-12
SCALE: 1" = 20'

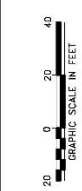
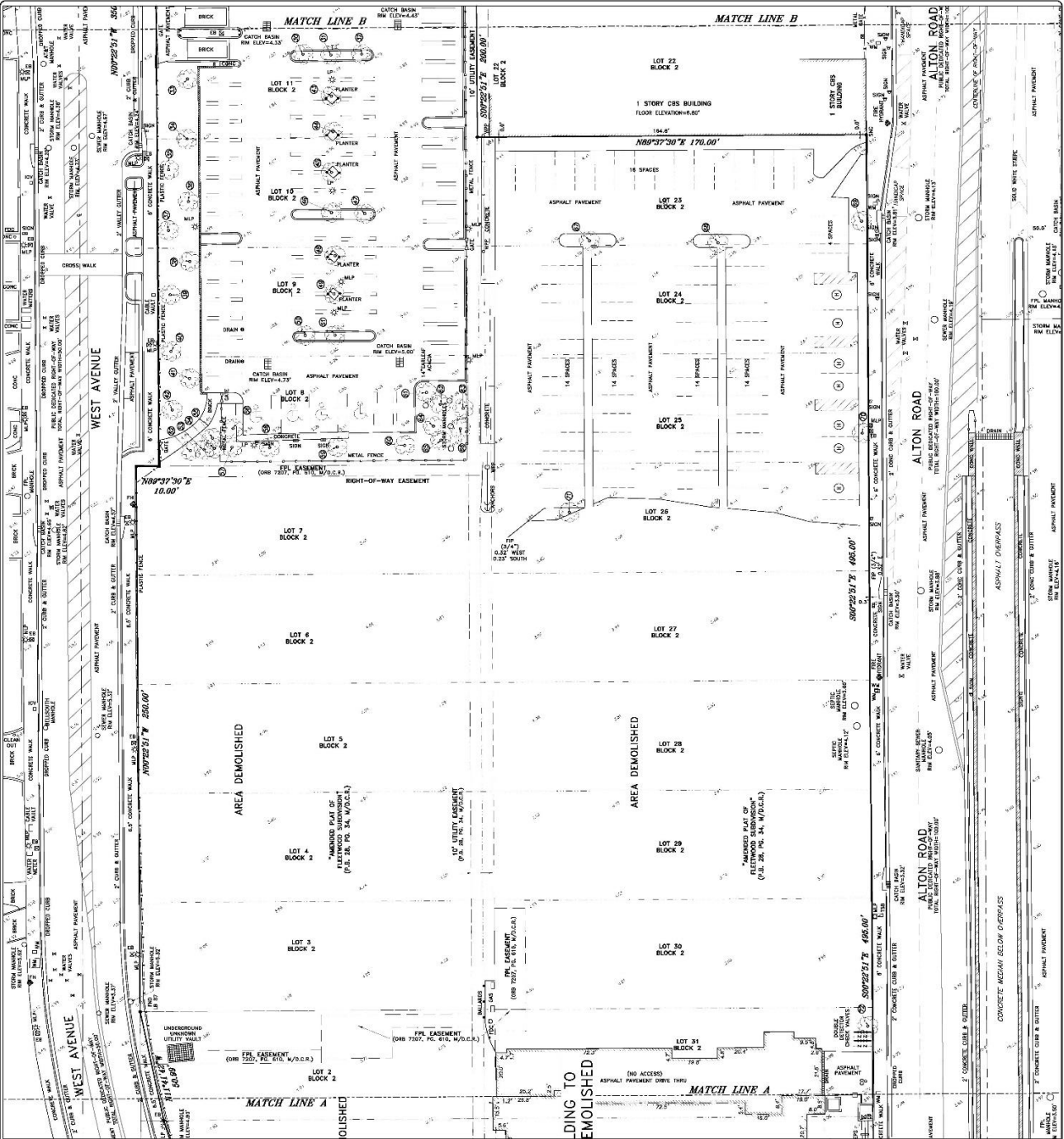
REVISIONS:

NO.	DATE	BY	CHKD.	DESCRIPTION
1	12/15/11	MS	MS	ISSUE FOR CONSTRUCTION
2	01/10/12	MS	MS	ISSUE FOR CONSTRUCTION
3	01/10/12	MS	MS	ISSUE FOR CONSTRUCTION
4	01/10/12	MS	MS	ISSUE FOR CONSTRUCTION

SHEET 2 OF 4



ASSEMBLAGE SURVEY



- LEGEND:**
- CKD CHECKED BY
 - CONC CONCRETE
 - DWN DRAWN BY
 - FB/PG FIELD BOOK AND PAGE #6448
 - SIR SET 5/8" IRON ROD & CAP #6448
 - SIC SURVEILLANCE AND TAP #6448
 - FR FOUND IRON ROD
 - CR CABLE RISER
 - GEN GENERATOR
 - FNC FOUND NAIL AND CAP
 - P.B. FOUND NAIL & DISC
 - X- CHAIN LINK / WOOD FENCE
 - CBS CONCRETE BLOCK STRUCTURE
 - A/C AIR CONDITIONER
 - B.C.R. BROWARD COUNTY RECORDS
 - BE/B FOUND BEAM
 - BF/B FOUND BACK FLOW PREVENTER
 - R RADIUS
 - Δ DELTA ANGLE
 - A ARC DISTANCE
 - W/D.C.R. W/2 C.R.
 - POB POINT OF BEGINNING
 - TYPICAL
 - ELEVATIONS
 - OVERHEAD UTILITY LINES
 - E- POINT OF BEGINNING
 - WM WATER METER
 - TRB TRAFFIC SIGNAL BOX
 - TSP TRAFFIC SIGNAL POLE
 - M/LP METAL LIGHT POLE
 - (C) CALCULATED
 - W/P WOOD POWER POLE
 - W/LP WOOD LIGHT POLE
 - EB ELECTRIC BOX
 - SC/SF SCHEDULED SET TREE
 - OFF SITE TREE NUMBERS
 - COND. CONDITION

CLIENT : CRESCENT HEIGHTS

SHEET 3 OF 4
PROJECT NUMBER : 6844-12

DATE	BY	CHK
1/24/18	DMN	CKD
1/24/18	DMN	CKD
1/24/18	DMN	CKD
1/24/18	DMN	CKD
1/24/18	DMN	CKD
1/24/18	DMN	CKD

SCALE : 1" = 20'
REVISIONS

ASSEMBLAGE SURVEY

ALTON ROAD
MIAMI BEACH, FLORIDA



COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
MIAMI BEACH, FLORIDA 33140
CERTIFICATE OF AUTHORIZATION - LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

