

Office of Facilities Design and Construction  
Raul F. Perez, Chief Facilities Design & Construction Officer

**SUBJECT:                    AUTHORIZE THE SUPERINTENDENT TO EXECUTE A PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT BY AND AMONG CG MIAMI RIVER LLC (THE “APPLICANT”), THE SCHOOL BOARD, AND THE CITY OF MIAMI, IN CONNECTION WITH A NEW 632-UNIT RESIDENTIAL DEVELOPMENT**

**COMMITTEE:                FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC PLAN:                        EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES**

Background

On May 19, 2021, the School Board authorized a Public School Concurrency Proportionate Share Mitigation Development Agreement (“Agreement”) by and among the School Board, the City of Miami (“City”) and Aria 501 Acquisition, LLC (“Developer”). Under the terms of the Agreement, the Developer contributed the monetary value of twenty-two (22) elementary school student stations, at Frederick Douglass Elementary or another impacted District school facility, which was thirteen (13) seats above the number needed to meet its school concurrency obligation. As such, Mitigation Bank #2021-035 was established, with a quantity of thirteen (13) Banked Seats, of which, thirteen (13) Banked Seats are still available for purchase by other developers.

Additional Information

CG Miami River LLC (the “Applicant”) is in the process of obtaining an approval from the City of Miami (“City”) to develop not more than 632 residential dwelling units (“Residential Development”), on approximately 1.4 acres, located at 275 SW 6 Street, Miami, FL 33130, 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 application was reviewed by the District for compliance with Public School Concurrency. The review yielded that the applicable Level of Service (“LOS”) standard was met at the middle school and high school levels but is deficient by eleven (11) elementary school seats.

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 the

eleven (11) available Banked Seats from Mitigation Bank #2021-035, at the established price of \$27,554 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, the City, and the Applicant shall contain, substantially, the following terms and conditions:

- the Applicant shall purchase the eleven (11) available Banked Seats from Mitigation Bank #2021-035, at the established price of \$27,554 per seat, for a total amount of \$303,094. As required under governing state law and the ILA, the District shall provide the Applicant an Educational Facilities Impact Fee Credit estimated at a not to exceed amount of Three Hundred and Three Thousand Ninety-Four dollars (\$303,094). The Applicant represents, and the County has confirmed, that Applicant has already paid the Educational Facilities Impact Fees for this development in the amount of Eight Hundred Fourteen Thousand Eighty Five Dollars (\$814,085), excluding the administrative fees. Consequently, since the Applicant received credit for Educational Facilities Impact Fees paid, there is no Monetary Proportionate Share Mitigation Payment due.
- upon the full execution of the Agreement by all appropriate Parties, 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 Agreement shall expire upon the Parties’ completion of their performance of all obligations 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 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 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 Agreement; and
- for purposes of the 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 Agreement, including, without limitation, issuance of Reports and Releases, and placing the Applicant in default, as may be applicable.

The Agreement has been reviewed and approved for legal sufficiency by the School Board Office of General Counsel, 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 CG Miami River LLC (the "Applicant"), the School Board, and the City of Miami in connection with a new 632-unit residential development located at 275 SW 6 Street, Miami, FL 33130, 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**  
Nathaly Simon  
Miami-Dade County Public Schools  
1450 NE 2 Avenue, Room 525  
Miami, FL 33132

# Exhibit "A"

**After Recording return to:**  
Ana R. Craft, Associate General Counsel  
The School Board of Miami-Dade County, Florida  
Office of the General Counsel,  
1450 NE 2 Avenue, Room 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 into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic, existing under the laws of the State of Florida, hereinafter referred to as **“School Board”** or **“School District,”** whose address is 1450 NE 2 Avenue, Miami, Florida 33132; **THE CITY OF MIAMI**, a municipal corporation of the State of Florida, hereinafter referred to as **“City”**, whose address is Miami Riverside Center, 444 SW 2nd Avenue, Miami, FL 33130; and **CG MIAMI RIVER LLC, a Delaware limited liability company**, authorized to transact business in State of Florida, hereinafter referred to as **“Applicant”**, **“Developer”**, or **“Property Owner”** whose address is 512 7<sup>th</sup> Avenue, 16 Floor, New York, NY 10018; the City, School Board and Applicant are collectively referred to herein 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 folio # 0102030801020) located in the

City of Miami, as more particularly described on **Exhibit “A”** (the “**Property**”), 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 not more than 632 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 December 20, 2007) 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 Site Plan application with the City and is in the process of obtaining an approval (Application BD21011106001) 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 eleven (11) elementary school 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 May 19, 2021 (Agenda Item F-3), authorized entering into a Public School Concurrency Proportionate Share Mitigation Development Agreement between the School Board, the City of Miami and Aria 501 Acquisition, LLC, a Delaware limited liability company, which agreement is incorporated herein by reference (the “Aria 501 Acquisition, LLC Agreement”); and

**WHEREAS**, as a part of the Aria 501 Acquisition, LLC Agreement, the School Board authorized the creation and establishment of the Muse Mitigation Bank, hereinafter referred to as “Mitigation Bank” or “Mitigation Bank #2021-035”; and

**WHEREAS**, the Parties agree that the Applicant has selected as its Proportionate Share Mitigation option, the purchase of eleven (11) banked seats (“Monetary Proportionate Share Mitigation”) from Mitigation Bank #2021-035, subject to contingencies set forth below; and

**WHEREAS**, the Parties further agree that the Applicant shall pay the Monetary Proportionate Share Mitigation funding 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 \_\_\_\_, Board Action No. \_\_\_\_\_, at its meeting of \_\_\_\_\_, 2023; and

**WHEREAS**, the City of Miami Commission, at its meeting of December 13, 2007, duly passed and adopted on that date, Resolution No. 07-0717, authorizing the execution of an Interlocal Agreement for the implementation of school concurrency; and

**WHEREAS**, the Interlocal Agreement establishes proportionate share mitigation; and

**WHEREAS**, the Applicant has duly approved this Agreement, and represented to the School Board and to the City, and hereby confirms, that Meyer Chetrit, as President of CG Miami River LLC, is authorized to execute the Agreement on behalf of CG Miami River LLC;

**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.

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 City.

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 Twenty Seven Thousand Five Hundred Fifty Four Dollars (\$27,554) per seat. As such, the amount of the “**Monetary Proportionate Share Mitigation Payment**” under this option shall be Three Hundred Three Thousand Ninety Four Dollars (\$303,094) (i.e. 11 seats x \$27,554 purchase price of a Banked Seat = Monetary Proportionate Share Mitigation payment of \$303,094). The Applicant represents, and the County has confirmed, that Applicant has already paid the Educational Facilities Impact Fees for this development in the amount of Eight Hundred Fourteen Thousand Eighty Five Dollars (\$814,085), excluding the administrative fees. Consequently, since the Applicant received credit for Educational Facilities Impact Fees paid, there is no Monetary Proportionate Share Mitigation Payment due.

A. **Issuance of Finding:** Upon the full execution of this Agreement by all appropriate Parties, 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. Issuance of a Finding by the School District shall be a pre-condition to issuance of building permits by the County for the subject Development Proposal.

5. **EFFECTIVE DATE.** This Agreement shall take effect upon the last of the Parties signing this Agreement, but in no event later than June 9, 2023 (“Effective Date”). Failure to deliver this Agreement to the School Board executed by the Applicant by May 2, 2023 and by the City by May 19, 2023, may, in the sole discretion of the School District, result in the revocation of the Concurrency Determination issued by the School District on August 1, 2022, 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 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 DELIVERABLES.**

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 2 Avenue, Suite 912  
Miami, Florida 33132

With copies to:

Miami-Dade County Public Schools Facilities Planning  
Attn: Design and Planning Officer  
1450 NE 2 Avenue, Room 525  
Miami, Florida 33132  
[nsimon1@dadeschools.net](mailto:nsimon1@dadeschools.net); and [concurrency@dadeschools.net](mailto:concurrency@dadeschools.net)

The School Board of Miami-Dade County, Florida  
Office of the General Counsel, c/o General Counsel  
1450 NE 2 Avenue, Suite 400  
Miami, Florida 33132  
[Walter.Harvey@dadeschools.net](mailto:Walter.Harvey@dadeschools.net); and [Acraft@dadeschools.net](mailto:Acraft@dadeschools.net)

**In the case of Notice or communication to the Applicant:**

CG Miami River LLC  
Attn: Meyer Chetrit  
512 7th Avenue,  
New York, NY 10018  
Phone: (646) 9360  
[mc@chetritgroup.com](mailto:mc@chetritgroup.com)

With a copy to:

Carli Koshal, Esquire.  
Bercow Radell Fernandez Larkin + Tapanes  
200 S. Biscayne Boulevard, Suite 300  
Miami, Florida 33131  
Phone: 305-377-6223  
Fax: 305-377-6222  
[ckoshal@brzoninglaw.com](mailto:ckoshal@brzoninglaw.com)

**In the case of Notice or communication to the City:**

E. Sue Trone, AICP  
The City of Miami  
Miami Riverside Center  
444 SW 2 Avenue, 3<sup>rd</sup> Floor  
Miami, FL 33130  
Phone: 305-416-1445  
[STrone@miamigov.com](mailto:STrone@miamigov.com) and [planning@miamigov.com](mailto:planning@miamigov.com)

With a copy to:

Victoria Mendez, City Attorney  
The City of Miami  
Miami Riverside Center  
444 SW 2 Avenue, 9<sup>th</sup> Floor  
Miami, FL 33130  
Phone: 305-416-1832  
[VMendez@miamigov.com](mailto:VMendez@miamigov.com)

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, 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 City and Counsel for the Applicant may deliver Notice on behalf of the School Board, the City 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 11<sup>th</sup> 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 AND ENCUMBRANCE OF PROPORTIONATE SHARE MITIGATION PAYMENT.** 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, and refunds made, only until the earliest of the following times: (a) issuance of a final development order of either the first 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. 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, (b) this Agreement is being assigned to the purchaser of the subject Property, and (c) the assigned Monetary Proportionate Share Mitigation continues to be used for the subject School Project.

**17. DEFAULT.** If any Party fails to perform or observe any of the material terms and conditions of this Agreement (except for failure to pay the Proportionate Share Mitigation Payment as set forth under Section 4 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.

Notwithstanding the foregoing, the Parties further agree that in the event the Applicant does not make the Proportionate Share Mitigation Payment via a Cashier's Check, or by wire transfer or any other method of payment acceptable to the School Board's Office of Treasury Management within the established period, as detailed above, the Applicant must within five (5) business days of written notice of demand from the School Board make such payment. In the event the Developer still fails to make payment within the five (5) business days to the School District as prescribed above, the following shall occur: (1) the Finding shall not be issued by the School District and the City shall be so notified so that no building permits may be issued; (2) if the School District had previously included the School Project in the District's Capital Plan, the School Project will be placed on hold and/or removed from the District's Capital Plan until the total Monetary Proportionate Share Mitigation payment is received; (3) the School District, at its

sole option, may cancel this Agreement and credit the reserved seats to the Concurrency Service Area from which they were reserved; and (4) in order for the development to proceed, the Local Government will need to submit a new application to the School District for school concurrency determination.

**18. COUNTERPARTS/ORIGINAL SIGNATURES.** 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. ALL SIGNATURES TO THIS AGREEMENT (INCLUDING JOINDERS AND NOTARIZATIONS) SHALL BE ORIGINAL SIGNATURES, NOT ELECTRONIC.

**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 and receipt of the document and recordation costs, 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 City to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access the Developer's records, its/their legal representatives' and contractors' records with respect to this Agreement and the obligation of the Developer to retain and to make those records available upon request, and in accordance with all applicable laws. Developer shall keep records to show its/their compliance with this Agreement. In addition, Developer's contractors and subcontractors must make available, upon School Board's and City'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 Developer, 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 City shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement. The Developer shall incorporate this Section 27 into every contract that it enters into relating to the subject Property.

**IF THE DEVELOPER 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](mailto:pr@dadeschools.net), and 1450 NE 2 Avenue, Miami, Florida 33132.**

**[INDIVIDUAL SIGNATURE PAGES FOLLOW]**

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

**APPLICANT/PROPERTY OWNER**

WITNESSES:

**CG MIAMI RIVER LLC**, a Delaware limited liability company

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Meyer Chetrit

Title: President

**APPLICANT’S ACKNOWLEDGMENT**

**STATE OF FLORIDA** )

) **SS:**

**COUNTY OF** \_\_\_\_\_)

Before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared, by means of [ ] physical presence or [ ] online notarization Meyer Chetrit, as Secretary, is authorized to sign the Agreement on behalf of CG MIAMI RIVER LLC, who \_\_\_\_\_ [ ] is personally known to me or [ ] have produced \_\_\_\_\_ as identification, and who acknowledged before me that they signed the above instrument with full authority as set forth therein, on behalf of Applicant.

[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: Dr. Jose L. Dotres

Title: Superintendent of Schools

Date: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Recommended by:

\_\_\_\_\_

Name: Raul F. Perez

Chief Facilities Design and Construction Officer

Date: \_\_\_\_\_

Approved as to Risk Management Issues:

By: \_\_\_\_\_

Risk & Benefits Management Officer

Date: \_\_\_\_\_

Approved as to Treasury Management Issues

By: \_\_\_\_\_

Treasurer

Date: \_\_\_\_\_

To the School Board:

Approved as to form and legal sufficiency

\_\_\_\_\_

Name: Ana R. Craft

Associate General Counsel

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by means of [ ] physical presence or [ ] online notarization, JOSE L. DOTRES, 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:**

**WITNESSES:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**CITY OF MIAMI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

Todd B. Hannon, Clerk

By \_\_\_\_\_  
City Clerk

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:**

By \_\_\_\_\_  
Victoria Mendez, City Attorney

Date: \_\_\_\_\_



## **EXHIBIT "A"**

### **TO PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT AMONG THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FL; CITY OF MIAMI; AND CG MIAMI RIVER, LLC**

#### **Legal Description**

**PARCEL I:**

Commencing at the North corner of Lot 2, Block 38 South in the City of Miami, Florida, according to the Plat thereof recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida; running thence East along the South line of Southwest Fifth Street in said City produced East to its intersection with the low water line of the Miami River, running thence Southeasterly meandering the low water line of said River to the point where the East line of Lot 13 of said Block 38 South produced North intersects with said low water line, running thence South to the East corner of Lot 1 of said Block 38 South, running thence Northwesterly along the lot lines of said Lots 1 and 2 of said Block 38 South to the point or place of beginning, also submerged land lying between the above described property and the channel of the Miami River.

**AND**

Lots 1, 2, 3, 4, 5 and 6, in the North portion of Block 38 South, City of Miami, County of Miami-Dade, State of Florida, according to the Plat thereof recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida.

**PARCEL II:**

**Parcel 1:**

Lots 12, 13, 14 and 15, in Block 38 South, of Map of Miami Dade Co., Fla., according to the Plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida.

LESS-OUT LEGAL DESCRIPTION:

That part of Lot 15, Block 38 South, of Map of Miami Dade County, Fla., according to the Plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida, in Section 38, Township 54 South, Range 41 East.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Southwest corner of Lot 12, Block 38 South, of said Map of Miami Dade County, Florida; thence along the South boundary of said Lot 12 and along the South boundary of Lots 13, 14 and 15 of said Block 38 South, also being the Northerly right of way line of S.W. 6th Street North 87°51'41" East for 188.15 feet to the Point of Beginning; thence North 02°15'42" West for 76.98 feet; thence South 87°44'18" West for 13.34 feet; thence North 02°15'42" West for 40.40 feet to the Northerly boundary of said Lot 15; thence along said Northerly boundary South 68°39'25" East for 78.78 feet to a point on a line lying 25 feet West of and parallel with the City of Miami monument line for S.W. 2nd Avenue, also being the Westerly right of way line of S.W. 2nd Avenue; thence along said line South 02°16'29" East for 6.82 feet; thence continuing along said line South 02°15'42" East for 79.84 feet to a point on the aforesaid South boundary of said Lot 15; thence along said boundary, also being the Northerly right of way line of S.W. 6th Street, South 87°51'41" West for 57.02 feet to the Point of Beginning.

AND

That part of a parcel of land being a portion of Section 38, Township 54 South, Range 41 East, Miami-Dade County, Florida.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Southwest corner of Lot 12, Block 38 South, of Map of Miami-Dade County, Florida, according to the Plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida; thence along the South boundary of said Lot 12 and along the South boundary of Lots 13, 14, and 15 of said Block 38 South, also being the Northerly right of way line of S.W. 6th Street, North 87°51'41" East for 188.15 feet; thence North 02°15'42" West for 76.98 feet; thence South 87°44'18" West for 13.34 feet; thence continue North 02°15'42" West for 40.40 feet to the Northerly boundary of said Lot 15 and the Point of Beginning; thence North 02°15'42" West for

38.29 feet; thence North 87°49'38" East for 26.61 feet; thence South 02°10'28" East for 44.96 feet; thence North 87°50'00" East for 43.81 feet to a point on a line lying 25.0 feet West of and parallel with the City of Miami monument line for S.W. 2nd Avenue; thence along said line, South 02°15'29" East for 23.96 feet to a point of the aforesaid Northerly boundary of Lot 15; thence along said Northerly boundary North 68°39'25" West for 76.78 feet to the Point of Beginning.

Parcel 2:

A portion of South River Drive, of Map of Miami, Dade Co. Fla., according to the Plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida, being vacated by Ordinance 688 from November 15, 1926, being more particularly described as follows:

Commence at the Southwest corner of Lot 12, Block 38 South, of Map of Miami, Dade Co. Florida; thence North 87°51'41" East along the South boundary of said Lot 12 and along the South boundary of Lots 13, 14 and 15 of said Block 38 South, also being the Northerly right of way line of S.W. 6th Street, North 87°51'41" East for 188.15 feet; thence North 02°15'42" West for 76.98 feet; thence South 87°44'19" West for 13.34 feet; thence North 02°15'42" West 40.40 feet to a point on the Northerly boundary of said Lot 15 and the Point of Beginning; thence continue North 02°15'42" West for 45 feet, more or less, to a point on the North line of said South River Drive; thence meander Northwesterly along said North line for 108 feet, more or less, to a point on the Northerly extension of the East line of Lot 13, of said Block 38 South; thence South 02°02'03" East along said Northerly extension of Lot 13, for 89 feet to the East corner of Lot 1, also being the Northeast corner of Lot 13; thence South 68°39'27" East along the North line of Lots 14 and 15 for 158.36 feet to the Point of Beginning.

Parcel 3:

Lots 8, 9, 10 and 11, in Block 38, of City of Miami South, according to the Map of Miami Dade County, Florida, recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida.

PARCEL III:

Parcel 1:

Lot 7, Block 38 South, CITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel 2: Trustee's Deed 51.16% - CG Miami River LLC; Trustee's Deed 29239/3252  
48.84% - CG Miami River LLC

Lots 8, 9 and 10, Block 40 South, CITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida.

LESS

That portion of Lot 10, Block 40 S of "A. L. KNOWLTON MAP OF MIAMI", according to the Plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida, bounded by the North line of said Lot 10, said line also being the South right-of-way line of S.W. 6th Street and by the West line of said Lot 10, said line also being the East right-of-way line of S.W. 3rd Avenue and by an arc concave to the Southeast and tangent to the last described two lines.

PARCEL IV:

Lots 4 and 5, Block 40 South, CITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida.

AND

Commencing at the Northwesterly corner of Lot 3, Block 40S, A. L. KNOWLTON MAP OF MIAMI, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida, thence run Southwardly along the Westerly line of said Lot 3, for a distance of nine and ninety-seven hundredths (9.97) feet to a point, said point being the Point of Beginning of the hereinafter described parcel of land; thence continue Southwardly along the Westerly line of said Lot 3, for a distance of sixty-five and one hundredth (65.01) feet to a point, said point being seventy-five (75) feet, more or less, Northerly of the Southwesterly corner of said Lot 3; thence deflecting to the left 90°06'05" run along a line seventy-five (75.00) feet, more or less, Northerly of and parallel with the Southerly line of said Lot 3, for a distance of thirty-five and fifty-eight

hundredths (35.58) feet to a point; thence deflecting to the left  $111^{\circ}26'45''$  run Northwestwardly for a distance of forty-six and fifty-nine hundredths (46.59) feet to a point of curve; thence run Northwestwardly along the arc of a curve to the left having a radius of fifty (50.00) feet and a central angle of  $31^{\circ}32'21''$  for a distance of twentyseven and fifty-two hundredths (27.52) feet to the point of intersection with the Westerly line of said Lot 3, said point being the Point of Beginning.

LESS:

Commencing at the Northwesterly corner of Lot 4, Block 40S, A. L. KNOWLTON MAP OF MIAMI, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida, thence run Eastwardly along the Northerly line of said Lot 4, for a distance of twenty-two and eight hundredths (22.08) feet to a point of curve, said point of curve being the Point of Beginning; thence run Southeastwardly along the arc of a curve to the right having a radius of fifty (50.00) feet and a central angle of  $36^{\circ}49'09''$  for a distance of thirty-two and thirteen hundredths (32.13) feet to a point of intersection with the Easterly line of said Lot 4; thence run Northwardly along the Easterly line of said Lot 4, for a distance of nine and ninety-seven hundredths (9.97) feet to the Northeasterly corner of said Lot 4; thence deflecting to the left  $89^{\circ}53'06''$  run Westwardly along the Northerly line of said Lot 4, for a distance of Twenty-seven and ninety-five hundredths (27.95) feet to the Point of Beginning.

ALSO KNOWN AS:

Commencing at the Northwesterly corner of Lot 3, Block 40S, A. L. KNOWLTON MAP OF MIAMI, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida, thence run Southwardly along the Westerly line of said Lot 3, for a distance of nine and ninety-seven hundredths (9.97) feet to a point, said point being the Point of Beginning of the hereinafter described parcel of land; thence continue Southwardly along the Westerly line of said Lot 3, for a distance of sixty-five and one hundredth (65.01) feet to a point, said point being seventy-five (75.00) feet, more or less, Northerly of the Southwesterly corner of said Lot 3; thence deflecting to the left 90 degrees  $06'05''$  run along a line seventy-five (75.00) feet, more or less, Northerly of and parallel with the Southerly line of said Lot 3, for a distance of thirty-five and fifty-eight

hundredths (35.58) feet to a point; thence deflecting to the left 111 degrees 26'45" run Northwestwardly for a distance of forty-six and fifty-nine hundredths (46.59) feet to a point of curve; thence run Northwestwardly along the arc of a curve to the left having a radius of fifty (50.00) feet and a central angle of 31 degrees 32'21" for a distance of twenty-seven and fifty-two hundredths (27.52) feet to the point of intersection with the Westerly line of said Lot 3, said point being the Point of Beginning. Part of Lots 3 and 4, more particularly described as follows:

Begin at the SW corner of Lot 4; thence run North 150 feet to a point; thence run East 22.00 feet to a point; thence run Southeasterly approximately 59.65 feet to a point; thence Southeasterly 46.59 feet to a point; thence Westerly 35.56 feet to a point; thence Southerly 75 feet; thence Westerly to the Point of Beginning; and ALL of Lot 5, in Block 40, City of Miami South, according to the Plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida.

PARCEL V:

Lots 6, 7, 13, 14, 15, 16 and 17, in Block 40 South, CITY OF MIAMI, according to the plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida.

PARCEL VI:

Lot 18, in Block 40 South, of CITY OF MIAMI, according to the plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida.

AND

A portion of Lot 3, in Block 40 South, of CITY OF MIAMI, according to the plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Begin at the Southwest corner of Lot 3 of said Block 40 South; thence run North along the West line of said Lot 3 for a distance of 75 feet to a point; thence run East parallel with the South line of said Lot 3 for 35 feet, more or less, to the back of a sidewalk as constructed; thence run Southeasterly on a line which makes a deflection to the right of 67 degrees 30 minutes with the last described course and approximately along the back of the sidewalk for 35 feet, more or less, to a point of curve; thence Southeasterly on the

arc of said curve to the left, said curve having a radius of 68 feet and a central angle of 5 degrees 16 minutes 02 seconds and approximately along the back of said sidewalk for 6.25 feet to the East line of said Lot 3; thence run Southerly along the East line of Lot 3 for 37.27 feet to the Southeast corner of Lot 3; thence run Westerly along the South line of Lot 3 for 50.05 feet to the Point of Beginning.

PARCEL VII:

Lot 1G through 7G, inclusive, of RIVERSIDE WATERFRONTS, according to the Plat thereof as recorded in Plat Book 25, at Page 72, of the Public Records of Miami-Dade County, Florida.

Less the following portion conveyed to the City of Miami by Right-of-Way Deed, recorded July 15, 2016, in Official Records Book 30153, at Page 2699, more particularly described as follows:

The external area of a circular curve lying within Lot 4G, RIVERSIDE WATERFRONTS, according to the Plat thereof as recorded in Plat Book 25, at Page 72, of the Public Records of Miami-Dade County, Florida. Said circular curve being concave to the Northeast, having a radius of 25.00 feet, a central angle of 89°50'30", an arc length of 39.20 feet, and being tangent to the west and south lines of said Lot 4G.

PARCEL VIII:

Parcel 1:

The South 50 feet of the North 100 feet of Lots 11 and 12, in Block 40 South, MAP OF MIAMI, according to the plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida, less and except that portion conveyed to the State of Florida in Official Records Book 11951, at Page 3087.

Parcel 2:

The North 50 feet of Lots 11 and 12, in Block 40 South, MAP OF MIAMI, according to the plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel 3:

The South 50 feet of Lots 11 and 12, in Block 40 South, MAP OF MIAMI, according to the plat thereof, as recorded in Plat Book "B", at Page 41, of the Public Records of Miami-

Dade County, Florida;

Less and except therefrom the following parcel conveyed to the State of Florida for road right-of-way, as described in that Deed recorded in Official Records Book 11951, at Page 3087, and further described as: Begin at the S.W. corner of said Lot 11; thence run N.87°50'25"E. along the Southerly boundary of said Lot 11, for a distance of 24.96 feet to the Point of Beginning of a circular curve concave to the Northeast and having for its elements a radius of 25.00 feet and a tangent bearing of S.87°50'25"W.; thence run Southwesterly, Westerly and Northwesterly along the arc of said circular curve to the right, through a central angle of 89°54'21" for a distance of 39.23 feet to the point of tangency and a point on the Westerly boundary of said Lot 11; thence run S.02°15'14"E, along said Westerly boundary for a distance of 24.96 feet to the Point of Beginning.

All of said lands situate, lying and being in Miami-Dade County, Florida.

The above-described Parcel I, Parcel II and Parcel III (Parcel 1) being described as a single tract

of land as follows:

BEGINNING at the N.W. corner of Lot 6, Block 38 South in the City of Miami, Florida, according to

the Plat thereof recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade

County, Florida; thence South 02°10'32" East along the East Right-of-way line of S.W. 3rd

Avenue for 274.96 feet to a point of a circular curve concave to the Northeast and having for its

elements a radius of 25.00 feet; thence Southeasterly along the arc of said curve to the left,

through a central angle of 89 degrees 54 minutes 12 seconds for a distance of 39.23 feet to the

point of tangency and a point on the North Right-of-way line of S.W. 6th Street; thence run

North 87°55'16" East along the said North Right-of-way line of S.W. 6th Street for a distance of

413.36 feet; thence North 02°12'07" West for a distance of 76.98 feet; thence South 87°47'53"

West for a distance of 13.34 feet; thence North 02°12'07" West for a distance of 85.39 feet;

thence North 46°20'34" West for a distance of 191.82 feet; thence North 87°57'35" East along

the South Right-of-way line of S.W. 5th Street for a distance of 291.24 feet to the POINT OF

BEGINNING.

AND

The above-described Parcel III (Parcel 2), Parcel IV, Parcel V and Parcel VIII being described as

a single tract of land as follows:

COMMENCING at the N.W. corner of Lot 10, Block 40 South in the City of Miami, Florida, according to the Plat thereof recorded in Plat Book "B", at Page 41, of the Public Records of Miami-Dade County, Florida; thence running South  $02^{\circ}10'32''$  East for a distance of 25.04 feet to

THE POINT OF BEGINNING; thence along the East Right-of-way line of S.W. 3rd Avenue continue South  $02^{\circ}10'32''$  East for a distance of 250.00 feet to a point of a circular curve concave

to the Northeast and having for its elements a radius of 25.00 feet; thence Southeasterly along the arc of said curve to the left, through a central angle of 89 degrees 55 minutes 04 seconds for

a distance of 39.23 feet to the point of tangency and a point on the North Right-of-way line of S.W. 6th Street; thence North  $87^{\circ}54'23''$  East for a distance of 375.44 feet; thence North  $02^{\circ}11'57''$  West along the East line of Lot 18, Block 40 South in the City of Miami, Florida for a distance of 186.97 feet to a point to a non-tangent circular curve concave to the Northeast;

thence Southeasterly on the arc of said curve to the right, said curve having a radius of 68 feet and a central angle of 4 degrees 36 minutes 30 seconds and a distance of 5.47 feet; thence North  $23^{\circ}09'37''$  West for a distance of 81.90 feet to a point of tangency on a circular-curve concave to the Southwest and having for its elements a radius of 50.00 feet; thence

Northwesterly along the arc of said curve to the left, through a central angle of 68 degrees 21 minutes 30 seconds for a distance of 59.65 feet; thence South  $87^{\circ}55'16''$  West along the south Right-of-way line of S.W. 6th Street for a distance of 297.25 feet to a point of a circular curve concave to the Southeast and having for its elements a radius of 25.00 feet; thence Southwesterly along-the arc of said curve to the left, through a central angle of 90 degrees 05 minutes 48 seconds for a distance of 39.31 feet to THE POINT OF BEGINNING.



**JOINDER  
TO PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT  
AGREEMENT AMONG THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FL;  
CITY OF MIAMI; AND CG MIAMI RIVER, LLC**

**(Consisting of 2 pages, including this title page)**

