

Document prepared by:
Office of City Attorney
444 S.W. 2nd Avenue, Suite 945
Miami, FL 33130-1910

Return Recorded Copy to:
City of Miami
Office of Zoning, Attn: Zoning Administrator
444 S.W. 2nd Avenue, 2nd Floor
Miami, FL 33130-1910

Folio No(s): 01-3135-026-0050

(Space Above for Recorder's Use Only)

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration"), made this ____ day of _____, 2022, by **ROLLINS, INC.**, a Delaware corporation having offices at 2170 Piedmont Road, NE, Atlanta, GA 30324 (the "Owner"), in favor of the **CITY OF MIAMI, FLORIDA**, a municipality of the State of Florida (the "City").

WITNESSETH:

WHEREAS, Owner holds fee-simple title to certain property in the City of Miami, Florida, located at 1960 and 1970 NW 27 Avenue, legally described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Owner has filed Public Hearing No. PZ-22-11948 to obtain a Future Land Use Map redesignation from Light Industrial to Restricted Commercial; and

WHEREAS, the Owner has filed Public Hearing No. PZ-22-11949 to rezone the Property from D-1 to T6-12 O; and

WHEREAS, the Owner is desirous of making a voluntary binding commitment to assure that the Property shall be developed in accordance with the provisions of the Declaration herein; and

NOW THEREFORE, the Owner, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be a covenant running with the land and binding upon the Owner of the Property, and its heirs, grantees, successors, and assigns as follows:

1. Recitals. The recitals and findings set forth in the preamble of this Declaration are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

2. Restrictions: The Owner hereby makes the following voluntary declarations running with the land concerning the use of the Property:

a. The owner shall allow waterfront access to the public from 6:00 AM to 10:00 PM along the river walk to be developed as part of an affordable and/or workforce multi-family residential project.

(i) Pursuant to Article 3, Subsection 3.15.1 of the Miami 21 Code, affordable housing shall be defined as a minimum of eighty percent (80%) of the dwelling units (Multi-family or Elderly) as affordable housing serving residents at or below sixty percent (60%) of the area median income ("AMI") as published by the United States Department of Housing and

Urban Development ("HUD") annually.

(ii) Pursuant to Article 3, Subsection 3.16.1 of the Miami 21 Code, workforce housing shall be defined as multi-family housing consisting of a minimum of ¼ of the units for tenants above 60% of AMI and at or below 80% of AMI and the remaining units for tenants above 60% AMI and at or below 100% AMI as published by the HUD annually.

b. The proffered river walk will be designed in accordance with Article 3, Section 3.11 and Appendix B of the Miami 21 Code.

c. The Owner recognizes that legally permitted existing Working Waterfront 24-hour operations may currently exist proximate to the Property. Therefore, Owner agrees:

(i) Not to object or otherwise attempt to impede any legally permitted Working Waterfront 24-hour operations;

(ii) To provide all future tenants and prospective owners of the Property notice of the existing Working Waterfront 24-hour operations and will include a provision to agree not to object to legally permitted Working Waterfront 24-hour operations in each lease and or Condominium Sale Documents;

(iii) That it is solely the Owner's responsibility to design its structures to accommodate legally permitted Working Waterfront 24-hour operations; and

(iv) That it will not pursue any claims for liability, loss or damage, whether through litigation or otherwise, against permittees engaging in Working

Waterfront 24-hour operations, related to noise, smoke, fumes, federally regulated bridge operations, and/or other quality of life issues that might result from legally permitted Working Waterfront 24-hour operations

3. Effective Date. This Declaration shall constitute a covenant running with the title to the Property and be binding upon Owner, its successors and assigns upon recordation in the Public Records of Miami-Dade County, Florida. These restrictions shall be for the benefit of, and a limitation upon, all present and future owners of the Property and for the public welfare.

4. Term of Covenant. This voluntary Declaration on the part of the Owner shall remain in full force and effect and shall be binding upon the Owner, its successors in interest and assigns for an initial period of thirty (30) years from the date this Declaration is recorded in the public records, and shall be automatically extended for periods of ten (10) years, unless modified, amended or released prior to the expiration thereof.

5. Inspection and Enforcement. It is understood and agreed that any official inspector of the City of Miami may have the right at any time during normal working hours of the City of Miami's inspector to enter upon the Property for the purpose of investigating the use of the Property, and for determining whether the conditions of this Declaration and the requirements of the City's building and zoning regulations are being complied with. After notice and an opportunity to cure, an action to enforce the terms and conditions of this Declaration may be brought by the City and may be by action at law or in equity against any party or person violating or attempting to violate any covenants of this Declaration or provisions of the building and zoning regulations, either to restrain violations or to recover damages. This enforcement provision shall be in addition to anyother remedies available under the law.

6. Amendment, Modification, Release. This instrument may be modified, amended, or released as to any portion or all of the Property only after the occurrence of a public hearing before, and approval from, the City Commission. Any amendment, modification, or release shall be executed by the Planning Director and the Zoning Administrator, or their successor or designee, and be in a form acceptable to the City Attorney.

7. Severability. Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

8. Counterparts/Electronic Signature. This Declaration may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Declaration. The parties shall be entitled to sign and transmit an electronic signature of this Declaration (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Declaration upon request.

9. Recordation. This Declaration will be e-recorded by the City of Miami, at the Owner's expense, in the public records of Miami-Dade County, Florida upon full execution.

10. No Vested Rights. Nothing in this Declaration shall be construed to create any vested rights whatsoever to the Owner, its successors and assigns.

Declaration of Restrictive Covenants
Folio No(s): 01-3133-007-0020 & 01-3133-007-0030

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 2022.

ROLLINS, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

Witnessed by:

(TWO WITNESSES FOR EACH PERSON SIGNING).

Witnesses:

Print Name: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by _____ as _____ of Rollins, Inc., a Delaware corporation, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
My Commission Expires:

Declaration of Restrictive Covenants
Folio No(s): 01-3133-007-0020 & 01-3133-007-0030

CITY OF MIAMI:

APPROVED AS TO CONTENTS:

Daniel Goldberg, Esq.
Zoning Administrator

APPROVED AS TO LEGAL
FORM AND CORRECTNESS:

Victoria Mendez,
City Attorney

Exhibit "A"

LEGAL DESCRIPTION:

PARCEL 1

Beginning at the Northeast corner of Lot 8, according to the PLAT OF RIVERDALE PARK, as recorded in Plat Book 21, at Page 19, of the Public records of Dade County, Florida, run South along the East line of said Lot 8 and the Southerly projection of said East line of Lot 8 a distance of one hundred seventy-five (175) feet to a point of intersection with the South line of the undedicated Alley shown on the above Plat; thence West along the South line of said undedicated Alley two hundred fifty (250) feet, more or less, to a point of intersection with the Southerly projection of the West line of Lot 12, according to the above-mentioned Plat of RIVERDALE PARK; thence North along the Southerly projection of, and the West line of, the above-mentioned Lot 12 to the Northwest corner of said Lot 12; thence East along the North lines of Lots 12, 11, 10, 9 and 8, according to the above-mentioned Plat of RIVERDALE PARK two hundred fifty (250) feet to the POINT OF BEGINNING.

PARCEL 2

Beginning at the Southwest corner of Lot 7, according to the Plat of RIVERDALE PARK, as recorded in Plat Book 21, at Page 19, of the Public Records of Dade County, Florida, run East along the South line of said Lot 7 a distance of seventy-five (75) feet to a point, said point being the Northwest corner of a parcel of land conveyed by Edward F. Westfall and Helen K. Westfall to Dade County, Florida, and recorded in Deed Book 1877, at Page 146 of the Public Records of Dade County, Florida; thence with an angle to the right of 94 degrees 09 minutes 16 seconds, run Southwesterly along the Northwesterly line of said parcel deeded to Dade County two hundred three and seven hundredths (203.07) feet to a point of intersection with the North line of a strip of land two hundred (200) feet wide in the Northeast Quarter of the Northeast Quarter of Section 33, Township 53 South, Range 41 East, as described in a Deed to Trustees of Internal Improvement Fund, dated July 20, 1909, and recorded in Deed Book 49, at Page 260, of the Public Records of Dade County, Florida; thence in a Northwesterly direction along the North line of said 200-foot strip three hundred eight-three (383) feet, more or less, to a point of intersection with the South line of the undedicated Alley lying South of Lots 8 to 12, Inclusive, as shown on the above-mentioned Plat of Riverdale Park; thence East along the South line of said undedicated Alley two hundred sixty-five (265) feet, more or less, to the POINT OF BEGINNING; together with, without warranty of title, all riparian rights incident to Parcel 2; and

Lots 3 through 7, inclusive, RIVERDALE PARK, according to the Plat thereof, recorded in Plat Book 21, Page 19, of the Public Records of Dade County, Florida, TOGETHER WITH all of the first party's right, title and interest in and to that certain 15-foot undedicated alley lying between Lot 8 of RIVERDALE PARK and Lots 1 through 7, inclusive, of RIVERDALE PARK.

ALL LESS AND EXCEPT THEREFROM, that parcel taken for right of way purposes as described in Final Judgment recorded January 7, 1991, in Official Records Book 14849, Page 29, more particularly described as follows:

All those portions of Lots 8 and 9 together with that portion of the 15 foot alley, RIVERDALE PARK, all according to the Plat thereof, as recorded in Plat Book 21, at Page 19, of the Public Records of Dade County, Florida, lying in the Northeast quarter of Section 33, Township 53 South, Range 41 East, Dade County, Florida, and being more particularly described as follows:

Declaration of Restrictive Covenants

Folio No(s): 01-3133-007-0020 & 01-3133-007-0030

Commence at the Northwest corner of Lot 12, of said plat of RIVERDALE PARK; thence run North 87 degrees 01 minutes 27 seconds East, along the North line of Lots 12, 11, 10 and 9 of said plat of RIVERDALE PARK, for a distance of 188.32 feet to the POINT OF BEGINNING of the parcel of land hereinafter to be described; thence continue North 87 degrees 01 minutes 27 seconds East along the North line of said Lots 9 and 8, and along their Easterly projection, for a distance of 67.57 feet to a point of intersection with a circular curve being concave to the Northeast and having for its elements a tangent bearing of South 81 degrees 52 minutes 49 seconds East, a chord bearing of South 82 degrees 22 minutes 37 seconds East and a radius of 535.00 feet; thence run Southeasterly along the arc of said circular curve to the left, through a central angle of 00 degrees 59 minutes 35 seconds and along the Southerly right of way line for N. W. North River Drive as shown on Florida Department of Transportation Right of Way Map Section No. 87674—260 as recorded in Road Map Book 72, at Page 93, of the Public Records of Dade County, Florida, for a distance of 9.27 feet to a point on the West line of Lot 1 of said Plat of RIVERDALE PARK; thence run South 03 degrees 07 minutes 13 seconds East, along the West line of said Lot 1, for a distance of 17.27 feet to a point of intersection with a circular curve being concave to the Northeast and having for its elements a tangent bearing of North 83 degrees 11 minutes 33 seconds West, a chord bearing of North 79 degrees 05 minutes 14 seconds West and a radius of 552.00 feet; thence run Northwesterly along the arc of said circular curve to the right, through a central angle of 08 degrees 12 minutes 39 seconds for a distance of 79.11 feet to the POINT OF BEGINNING.

AND

LESS that portion conveyed to the Board of Trustees of The Internal Improvement Trust Fund of the State of Florida recorded in Official Records Book 30103, Page 3440.