MEMORANDUM

Agenda Item No. 8(F)(3)

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

DATE: March 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Contract for Sale and Purchase between URBANISTICA, LLC, a Florida Limited Liability Company, as Seller, and Miami-Dade County, as Buyer, of approximately 27,038 square feet of vacant residentially zoned land located at 830 NE 89 Street, Miami, Florida, in the amount of $1,515,000.00 and authorizing the expenditure of up to $10,000.00 for closing costs, to be funded with Open Space Impact Fees; authorizing the County Mayor to execute the Contract for Sale and Purchase, exercise any and all rights conferred therein, take all other actions necessary to effectuate said purchase and accept conveyance of Property by General Warranty Deed; and Directing the County Mayor to record such Deed

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.

Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum

Date: March 2, 2021

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

From: Daniella Levine Cava
Mayor

Subject: Resolution Authorizing the Execution of a Contract for Sale and Purchase of Approximately 27,038 Square Feet of Vacant Land Located at 830 NE 89 Street, Miami, FL, for the Purposes of Expanding North Shorecrest Park, Folio No.: 30-3206-026-0060

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Contract for Sale and Purchase between Miami-Dade County (Buyer), and Urbanistica, LLC, (Seller), for the purposes of expanding North Shorecrest Park. This item was prepared by the Internal Services Department on behalf of the Parks, Recreation and Open Spaces Department. More specifically, the resolution does the following:

- Authorizes the acquisition of approximately 27,038 square feet (0.62 acres) of vacant residentially zoned land, located at 830 NE 89 Street, Miami, FL (Folio No. 30-3206-026-0060) (Property) for the purposes of expanding North Shorecrest Park;
- Authorizes the County Mayor or County Mayor's designee to execute a Contract for Sale and Purchase in the amount of $1,515,000 (Attachment 1 to the resolution); and
- Authorizes the County Mayor or County Mayor's designee to accept the conveyance by General Warranty Deed (Attachment 2 to the Resolution), to record the instrument of conveyance in the public records of Miami-Dade County and to exercise any and all other rights set forth in the Contract for Sale and Purchase.

Scope

The Property is located in Commission District 3, which is represented by Commissioner Keon Hardemon.

Fiscal Impact/Funding Source

The estimated total cost of the acquisition is $ 1,525,000, which includes $1,515,000 for the acquisition of the Property and approximately $10,000 for closing costs. The acquisition and closing costs will be funded from Park Open Space Impact Fee Funds.

In accordance with the requirements in Section 125.355, Florida Statutes, two independent appraisals were procured by the Internal Services Department. The appraisers were instructed to estimate the fair market value of the fee simple estate. One appraisal, dated February 3, 2020, valued the Property at $1,600,000 (Attachment 3 to the Resolution). The second appraisal, dated February 5, 2020, valued the Property at $1,430,000 (Attachment 4 to the Resolution). The average of the two appraised values is $1,515,000, which is equivalent to the purchase price.

Track Record/Monitoring

Jessica Gutierrez of the Internal Services Department is managing the purchase of the Property. Stephanie Cornejo of the Parks, Recreation and Open Spaces Department will manage the expansion of the public park

Delegation of Authority
Authorizes the County Mayor or County Mayor's designee to execute the Contract for Sale and Purchase and to exercise any and all other rights conferred herein.

Background
The Parks, Recreation and Open Spaces Department is seeking to purchase the Property to expand the adjacent North Shorecrest Park from 0.53 acres in size to 1.15 acres, resulting in a 117 percent increase in the overall size of the park. The acquisition of this Property will increase local park open space and recreational opportunities to area residents. The adjacent North Shorecrest Park is an unmanned park and is improved with a playground, a shelter, benches, and walkways. The purchase of this Property is in compliance with and is in support of the goals and policies outlined in the Miami-Dade County Comprehensive Development Master Plan Recreation and Open Space Element Objective ROS-1B, for the County to provide "Local parks and recreation programs to serve the close-to-home recreation needs of unincorporated residential areas". Additionally, Resolution No. R-953-12 directs the acquisition of vacant parcels adjacent to existing parks for the purposes of park expansion.

As part of the due diligence process, the County conducted an environmental review that consisted of a Phase 1 and Phase 2 environmental site assessment. Based on the findings of the Phase I assessment, DERM required that a Phase 2 environmental site assessment be conducted as it was reported that the site was partially cleared and filled in 1995. The Phase 2 site assessment required additional soil sampling to confirm that the fill used was clean fill without any trace of hazardous materials. On September 30, 2020, the Phase 2 assessment was completed, and no areas of environmental concern were identified and no further assessment was recommended for the site.

The proposed park use is permitted under the Property's current RU-4, High Density Apartment House District zoning designation. The future development of the Property will be subject to the park planning process and community input once the Property is acquired by the County. Future development of the local park may include amenities such as open play fields, fitness equipment, landscaping and site furniture. It is recommended that the Board approve the proposed acquisition to allow for the future expansion of North Shorecrest Park for the benefit of nearby residents.

Attachments

Edward Marquez
Chief Financial Officer

MEMORANDUM

(Revised)

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

DATE: March 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(3)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(3)
3-2-21

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT FOR SALE AND PURCHASE BETWEEN URBANISTICA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, OF APPROXIMATELY 27,038 SQUARE FEET OF VACANT RESIDENTIALLY ZONED LAND LOCATED AT 830 NE 89 STREET, MIAMI, FLORIDA, IN THE AMOUNT OF $1,515,000.00 AND AUTHORIZING THE EXPENDITURE OF UP TO $10,000.00 FOR CLOSING COSTS, TO BE FUNDED WITH OPEN SPACE IMPACT FEES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE AND ACCEPT CONVEYANCE OF PROPERTY BY GENERAL WARRANTY DEED; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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

Section 1. The foregoing recital is incorporated into this resolution and is approved.

Section 2. This Board hereby approves the Contract for Sale and Purchase between URBANISTICA, LLC, a Florida Limited Liability Company as Seller, and the County, as Buyer, of approximately 27,038 square feet of residentially zoned land located at 830 NE 89 Street, Miami, Florida (the "Property"), in substantially the form attached hereto as Attachment 1, in the amount of $1,515,000.00, and an additional expenditure of up to $10,000.00 for closing costs, to be funded with Open Space Impact Fees for the purpose of expanding North Shorecrest Park. This

Board further authorizes the County Mayor or the County Mayor's designee to execute said Contract for Sale and Purchase on behalf of Miami-Dade County, to exercise any and all rights conferred therein, to take all other actions necessary to effectuate said purchase, and to accept conveyance of said Property by General Warranty Deed substantially in the form attached hereto as Attachment 2.

Section 3. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or the County Mayor's designee to record the instrument of conveyance evidencing the transfer of title to the County in the Public Records of Miami-Dade County, Florida and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this Resolution.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman
Oliver G. Gilbert, III, Vice-Chairman

Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of March, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MJS

Melanie J. Spencer

CONTRACT FOR SALE AND PURCHASE

Project: North Shorecrest Park Expansion – Urbanistica, LLC
Folio No.: 30-3206-026-0060

This Contract for Sale and Purchase ("Contract") is entered into as of the _____ day of_____, 20__ by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and successors in interest ("Buyer"), whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and URBANISTICA, LLC, a Florida Limited Liability Company, ("Seller") whose address is 950 NE 95th Street, Miami Shores, FL 33138.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. REALTY. Seller agrees to sell to Buyer, and its successors in interest, and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in "Exhibit A" attached hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real property, if any and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the Real Property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Real Property, if any (collectively, the "Real Property").

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the real property of $1,515,000 (One Million Five Hundred and Fifteen Thousand Dollars), by County check or wire transfer of U.S. funds. The purchase price is predicated on a site area of 27,038 square feet or 0.62 acres more or less, and shall be adjusted according to the net acreage as determined by the final survey as referred to in Paragraph 7 herein, exclusive of any dedicated rights-of-way located, thereon. The purchase price to be paid at closing shall be subject to environmental / hazardous materials testing, other adjustments and prorations provided for herein and will be paid at closing as specified in Article 12 herein.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Real Property and agrees to convey good, marketable and insurable title by General Warranty Deed, in substantially the form of Exhibit "B" attached hereto and made a part hereof ("General Warranty Deed"). Notwithstanding the foregoing, if Seller is unable, at closing, to convey to the Buyer such title as stated in this paragraph, the Buyer's sole remedy shall be to terminate this Contract.

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, at its expense, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Real Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the General Warranty Deed. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer. If the title commitment shows title to the Real Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option.

6. ENVIRONMENTAL/HAZARDOUS MATERIALS INSPECTIONS. Buyer, at Buyers sole cost and expense completed a ASTM PHASE I Environmental Site Assessment Report of the Real Property (PHASE I) or an Environmental Status Report (ESR) from the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resource Management (DERM) to obtain information regarding the environmental conditions of the site, and to determine the existence and extent, if any, of environmental impacts, specifically: contamination (as defined in Section 24-5 of the Code of Miami-Dade County (the "Code") and/or Chapter 620780 Florida Administrative Code ("FAC") or the presence of hazardous materials or hazardous waste, pursuant to Section 24-5 of the Code, or solid waste as defined in Section 15-1 of the Code and/or Chapter 62-701 FAC, on the Real Property in violation of any laws, ordinances rules or restrictions of any governmental authority having jurisdiction.

Based on the findings on the PHASE I report, DERM has requested that a PHASE II Environmental Site Assessment Report (PHASE II) be completed. Buyer shall, at Buyers sole cost and expense and at least sixty (60) days from the effective date of this Contract, obtain a PHASE II Environmental Site Assessment Report (PHASE II). The foregoing time periods for testing shall be referred to herein as the "Inspection Period." Should any such inspections show defects to the Real Property, including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate this Contract by giving Seller written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing, Buyer will proceed to Closing without delay. If in writing Seller is unwilling or unable to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to Closing at Buyer's option without adjustment to the Purchase Price, such option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth.

7. SURVEY. Buyer, at Buyer's sole cost and expense and not less than 30 days prior to closing, obtain a current certified boundary survey of the Real Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty (60) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

8. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract. If Closing does not occur, Buyer shall repair and restore the Real Property to the condition existing prior to any test or construction on the site.

9. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Real Property (or any portion thereof) to, or otherwise permits the use or occupancy of the Real Property (or any portion thereof) by, any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, government unit, and that (i) there are no other agreements, oral or written, that permits the use or occupancy of any portion of the Real Property; (ii) Seller shall not permit the use or occupancy of any portion of the Real Property subsequent to the date of Seller execution of this Contract; (iii) Seller will indemnify, defend and hold harmless Buyer, its agencies, instrumentalities, commissioners, trustees, officers, employees, and agents, for and against all persons claiming an interest in possession of the Real Property or any portion thereof that is contrary to the representations in this paragraph.

10. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue if any shall be prorated to the day prior to closing.

11. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the Real Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

12. CLOSING. The closing of this transaction shall be completed within sixty (60) days of the Effective Date of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of closing shall be set by Buyer and Seller.

13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer. All time periods will be calculated in business days.

14. BROKERS. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.

15. EXPENSES. Seller shall be responsible for recording fees on the General Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

16. LOSS. All risk of loss to the Real Property shall be borne by Seller until transfer of title.

17. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Real Property being purchased under this contract.

18. POSSESSION. Seller shall deliver possession of the Real Property and keys to all locks, if any, to the Buyer at closing.

19. DEFAULT. If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In addition to specific performance, a non-defaulting party may terminate the Contract if a defaulting party does not cure a default within thirty (30) days of receipt of a default notice from the non-defaulting party. Such default notice shall be sent in writing via U.S. Mail or via electronic communication. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

20. LITIGATION. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

21. DISCLOSURE. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Real Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot

discover during customary due diligence.

22. SUCCESSORS IN INTEREST. This Contract will inure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

23. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

24. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

25. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

27. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

28. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by (i.) the Miami-Dade County Board of County Commissioners ("Board"); and (ii) Board approval of a Governmental Facility Hearing pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable; provided, however, that such Board approval shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract.

29. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be

obtained from your County Public Health Unit.

NOTICE. All communications regarding this transaction shall be directed to:
as to Buyer:

Jessica Gutierrez, Real Estate Officer
Miami-Dade County-Internal Services Department
111 NW 1st Street, Suite 2460
Miami, Florida 33128

as to Seller: Urbanistica, LLC, a Florida Limited Liability Company
950 NE 95th Street, Miami Shores, FL 33138

[SIGNATURES APPEAR ON FOLLOWING PAGES]
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

ATTEST:

By: _____
Clerk

_____
Witness

Fransley Hyppolite
Print

_____
Witness

Jeremy Ramirez
Print

BUYER:

MIAMI-DADE COUNTY

By: _____
~~Carlos A. Gimenez~~, Daniella Levine Cava
County Mayor

Date: _____

SELLER:

URBANISTICA, LLC

By: _____
Eduardo Vera,
Manager

Date: 08/11/2020

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 11 day of August, 2020, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Eduardo Vera, personally known to me, or proven, by producing the following identification: DL to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Pembroke Pines, in the County and State aforesaid, on this, the 11 day of August, 2020.

_____ (SEAL)
~~Notary Public~~

ANDY W DUENAS
MY COMMISSION # GG 081616
EXPIRES: March 12, 2021
Bonded Thru Budget Notary Services

Andy Duenas
Print Name
Notary Public, State of Florida
My Commission expires March 12, 2021

NOTARY SEAL / STAMP

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

EXHIBIT "A"

Legal Description

LOTS 10, 11 AND 12, BISCAYNE MANORS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 50, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FOLIO NO.: 30-3206-026-0060

EXHIBIT "B"

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED made this ____ day of _____, 20___, between **URBANISTICA, LLC**, a Florida Limited Liability Company, whose address is 950 NE 95th Street, Miami Shores, FL 33138 ("Grantor"), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt of which is hereby acknowledged, by these presents does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee, and its successors and assigns forever, all that certain land situate in Miami-Dade County, Florida, which is more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**").

SUBJECT TO taxes, assessments and special district levies, for 2020 and subsequent years; zoning and other regulatory laws and ordinances affecting the Property; those matters that would be disclosed by an accurate survey of the Property; and easements, reservations, restrictions, rights of way, and other matters of record, if any, without the intent to reimpose or reinstate same hereby.

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging or otherwise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of the Property hereby conveyed in fee simple; that it has good right and lawful authority to sell and convey said Property; that it hereby fully warrants the title to said Property and will defend the same against the lawful claims of any persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this General Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

_____

URBANISTICA, LLC

Print Name: _____

By: _____

_____ Name: Eduardo Vera, Manager

Print Name: _____

_____

STATE OF _____)
)
COUNTY OF _____)

I HEREBY CERTIFY, that on this ___ day of _____, 20___, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Eduardo Vera, personally known to me, or proven, by producing the following identification: _____ to be the persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at _____, in the County and State aforesaid, on this _____ day of _____, 20____.

_____(SEAL)
Notary Public

_____
Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____
My Commission Expires _____

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

The foregoing was accepted and approved on the ____ day of _____, 2020, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Exhibit A to Warranty Deed

Legal Description

LOTS 10, 11 AND 12, BISCAYNE MANORS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 50, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FOLIO NO.: 30-3206-026-0060

Instrument Prepared by and Return To:

ISD/ Real Estate Development Division
111 NW 1 Street, Suite 2460
Miami, Florida 33128

Folio No.: 30-3206-026-0060
Department User: Miami Dade County Parks, Recreation and Open Spaces

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED made this ____ day of _____, 20___, between **URBANISTICA, LLC, a Florida Limited Liability Company,** whose address is 950 NE 95 Street, Miami, FL 33138 ("Grantor"), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose Post Office Address is 111 N.W. 1st Street, Suite 17-202, Miami, Florida 33128 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt of which is hereby acknowledged, by these presents does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee, and its successors and assigns forever, all that certain land situate in Miami-Dade County, Florida, which is more particularly described as follows (the **"Property"**):

Lots 10, 11 and 12, BISCAYNE MANORS, according to the Plat thereof as recorded in Plat Book 9, Page 50, of the Public Records of Miami-Dade County, Florida.

SUBJECT TO taxes, assessments and special district levies, for 2021 and subsequent years; zoning and other regulatory laws and ordinances affecting the Property; those matters that would be disclosed by an accurate survey of the Property; and easements, reservations, restrictions, rights of way, and other matters of record, if any, without the intent to reimpose or reinstate same hereby.

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging or otherwise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of the Property hereby conveyed in fee simple; that it has good right and lawful authority to sell and convey said Property; that it hereby fully warrants the title to said Property and will defend the same against the lawful claims of any persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this General Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____

Print Name: _____

_____

Print Name: _____

GRANTOR:
URBANISTICA, LLC, a Florida Limited Liability Company

By: _____
Name: Eduardo J. Vera, Manager

STATE OF _____)
)
COUNTY OF _____)

I HEREBY CERTIFY, that on this ___ day of _____, 20___, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Eduardo J. Vera, Manager of URBANISTICA, LLC, a Florida Limited Liability Company, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at _____, in the County and State aforesaid, on this _____ day of _____, 20____.

_____(SEAL)
Notary Public

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

NOTARY SEAL / STAMP

_____

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida on the ____ day of _____, 20___.

VALUATION & ADVISORY SERVICES

CBRE

777 Brickell Ave. Ste. 1100
Miami, FL 33131

T (305) 381-6472
www.cbre.com

Date of Report: March 26, 2020

Mr. Greg Gunter
Real Estate Advisor
MIAMI-DADE COUNTY
111 NW 1st Street, Suite 2460
Miami, Florida 33128

RE: Appraisal of: North Shorecrest Park - Expansion Site
830 Northeast 89th Street
Miami, Miami-Dade County, Florida
CBRE, Inc. File No. 20-341SE-0467-1
Client Reference No. R-585-99

Dear Mr. Gunter:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a vacant 0.62-acre, high density zoned site that is entitled for a proposed 5-story, 30-unit multi-family apartment building located at 830 Northeast 89th Street in unincorporated Miami-Dade County, Florida. The property location is at the southeast corner of NE 8th Avenue and NE 89th Street and abuts the north property line of the North Shorecrest Park in the Upper East Side submarket.

Based on the analysis contained in the following report, the market value As Is of the subject with entitlements is concluded as follows:

MARKET VALUE CONCLUSION

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Fee Simple Estate	February 3, 2020	$1,600,000

Compiled by CBRE

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP),

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and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES

Stuart J. Lieberman, MAI
Vice President
Cert Gen RZ1074

www.cbre.com/stuart.lieberman
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CBRE

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Gallaher Valuation
COMMERCIAL APPRAISAL CONSULTANTS

February 11, 2020

Jessica Gutierrez, Real Estate Officer
Internal Services Department
Real Estate Division
111 NW 1st Street
21st Floor
Miami, Florida 33128

Dear Ms. Gutierrez:

In accordance with our Agreement for Appraisal Services, we have made an investigation and analysis in order to estimate the market value of the Proposed North Shorecrest Park Expansion land at 830 NE 89th Street, Miami, Florida. The purpose of the valuation is to assist Miami-Dade County in the acquisition of the property. The value is estimated as of February 5th, 2020, the date of our inspection.

The property is a 27,038 square foot residentially zoned parcel of vacant land. The site is zoned for apartment development and the owner has had plans drawn and approved for a 30-unit apartment building.

As part of the data provided by you and the property owner, we have reviewed the proposed building plans and the permit status at the Miami-Dade County Building Department. We have also read and analyzed an appraisal report for the proposed apartment development as prepared by Cushman & Wakefield for Ocean Bank as part of a proposed loan package.

An investigation was made for recent sales of multi-family land in the Upper East Side market area. We found four recent land sales, a current listing for the subject property and a listing for the single-lot property adjacent to the east of the subject land. After analysis of the available data, it is my opinion that the market value of the subject land, before consideration of the entitlements is equal to about $40,000 per potential dwelling unit or $1.2 million. Including the entitlements, the value is $1.43 million.

It is reasonable to expect that the property owner has relied on the Cushman & Wakefield appraisal to set the asking price for the current listing of the property and will rely on the report in negotiating a sale to Miami-Dade County. With that in mind, certain features of the report are noted as follows:

- The report includes a land value section (pages 68 through 72) but includes no data on land sales from the Upper East Side market area.
- All of the land sales on which the value of the subject land is based are from the Little Havana market area (page 70).
- After completion of the three approaches to value, the report concludes that the development of the apartment building, as planned, is not financially feasible (page 67). The value as though complete is $8 million, but the cost approach analysis indicates a cost of $11.5 million and that is with an unrealistic profit allowance equal to 10% of hard and soft cost, but without land.

9225 SW 158 LANE, SUITE C
MIAMI, FLORIDA 33157
305.663.1140
GALLAHERVALUATION.COM

The property is described in detail in the following text, followed by the valuation analysis. This report is submitted in a format prepared in conformity with the Standards Section 2-2(a) of the Uniform Standards of Professional Appraisal Practice.

Data, information, and calculations leading to the value conclusions are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from this letter.

Thank you for this opportunity to have been of service. If you have any questions regarding the report or if we can be of further help, please let us know.

Sincerely

Robert E. Gallaher, MAI CRE
State Certified General Real
Estate Appraiser RZ98