

MEMORANDUM

Agenda Item No. 11(A)(11)

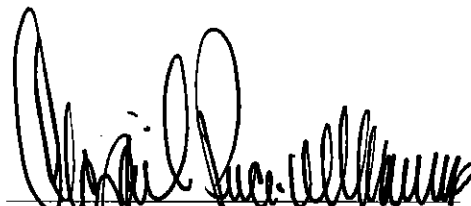
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: June 5, 2018

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving terms of a contract for sale and purchase, in the amount of \$8,400,000.00 to be funded in part with Building Better Communities General Obligation Bond funds, between Mozes Office, LLC and Mozes Consolidated Properties, LLC, both Florida Limited Liability Companies, as sellers, and Miami-Dade County, as buyer, for real property located at 3737 southwest 8th Street and 36 Oviedo Avenue, Coral Gables, Florida, for Jackson Health System's expansion and development of an urgent care and outpatient center in the City of Coral Gables; authorizing the County Mayor to execute the contract for sale and purchase, to exercise any and all rights conferred therein, to take all actions necessary to effectuate same, to provide a report to the Board, and accept conveyance of the real property by warranty deed; designating the real property as a designated facility of the Public Health Trust under Chapter 25A of the Code of Miami-Dade County, Florida; and approving waiver of Resolution No. R-130-06

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.



Abigail Price-Williams
County Attorney

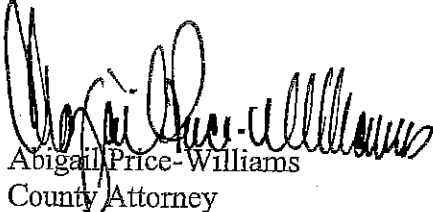
APW/cp



MEMORANDUM
(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: June 5, 2018

FROM: 
Abigail Price-Williams
County Attorney

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

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 ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(11)
6-5-18

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF A CONTRACT FOR SALE AND PURCHASE, IN THE AMOUNT OF \$8,400,000.00 TO BE FUNDED IN PART WITH BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS, BETWEEN MOZES OFFICE, LLC AND MOZES CONSOLIDATED PROPERTIES, LLC, BOTH FLORIDA LIMITED LIABILITY COMPANIES, AS SELLERS, AND MIAMI-DADE COUNTY, AS BUYER, FOR REAL PROPERTY LOCATED AT 3737 SOUTHWEST 8TH STREET AND 36 OVIEDO AVENUE, CORAL GABLES, FLORIDA, FOR JACKSON HEALTH SYSTEM'S EXPANSION AND DEVELOPMENT OF AN URGENT CARE AND OUTPATIENT CENTER IN THE CITY OF CORAL GABLES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, TO PROVIDE A REPORT TO THE BOARD, AND ACCEPT CONVEYANCE OF THE REAL PROPERTY BY WARRANTY DEED; DESIGNATING THE REAL PROPERTY AS A DESIGNATED FACILITY OF THE PUBLIC HEALTH TRUST UNDER CHAPTER 25A OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AND APPROVING WAIVER OF RESOLUTION NO. R-130-06

WHEREAS, the Public Health Trust ("Trust") is an agency and instrumentality of Miami-Dade County, Florida, responsible for the operation, maintenance and governance of Jackson Health System, including, but not limited to, Jackson Memorial Hospital, Jackson North Medical Center, Jackson South Medical Center, Ryder Trauma Center, many urgent care centers and outpatient facilities, and other designated facilities in accordance with Chapter 25A of the Code of Miami-Dade County, Florida (the "Code"); and

WHEREAS, subject to prior approval of this Board, the Trust is authorized to purchase or otherwise obtain real property, title to which shall be vested in Miami-Dade County (the “County”) and the possession and operating control of which shall be held in trust for the County under the provisions of Chapter 25A of the Code; and

WHEREAS, on April 23, 2018, the Board of Trustees of the Trust adopted Resolution No. PHT 04/2018-022 (the “Trust Resolution”), authorizing the Trust President, or his designee, to exercise the Trust’s option to purchase real property located at 3737 Southwest 8th Street and 36 Oviedo Avenue, Coral Gables, Florida (the “Property”) for a purchase price of \$8,400,000.00, contingent upon conditional use and zoning approval by the City of Coral Gables for Jackson Health System’s expansion and development of an urgent care and outpatient center in the City of Coral Gables (the “Coral Gables Urgent Care Center”); and

WHEREAS, the development of the Coral Gables Urgent Care Center is in accordance with Jackson Health System’s strategic plan to expand its ambulatory care network throughout Miami-Dade County and to provide entry points and access to healthcare across Miami-Dade County; and

WHEREAS, the Trust has obtained two (2) appraisals for the Property, in the amounts of \$8,660,000.00 and \$8,200,000.00; and

WHEREAS, the average of the two (2) appraisals exceeds the purchase price of the Property; and

WHEREAS, one of the projects approved by the voters as part of the Building Better Communities General Obligation Bond (“Bond”) Program is No. 310-“Jackson Health Center” with an allocation of \$7,500,000.00, a project location of Commission District 6 and a project description that provides “Partner with JMH to provide healthcare opportunities”; and

WHEREAS, \$7,500,000.00 of the purchase price of the Property shall be funded from Bond Program Project No. 310 and the balance shall be funded from the Jackson Miracle-Building Bond Program and Jackson Health System capital contributions; and

WHEREAS, as conditions precedent to the purchase of the Property: (i) the City of Coral Gables must approve the conditional use and zoning of the Coral Gables Urgent Care Center; (ii) the Trust must exercise its option to purchase the Property in accordance with the Trust Resolution; and (iii) the Sellers must execute the Contract for Sale and Purchase (“Contract”) and deliver the executed Contract to the Trust; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum from the Chairman of the Board of Trustees of the Trust, 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 recitals are incorporated in this resolution and are approved.

Section 2. This Board approves the terms of the Contract, in the amount of \$8,400,000.00 to be funded in part with Bond Program funds from Project No. 310, between Mozes Office, LLC and Mozes Consolidated Properties, LLC, both Florida Limited Liability Companies, as Sellers, and the County, as Buyer, for the Property, in substantially the form attached hereto as Exhibit A and incorporated herein by this reference, subject to certain conditions precedent. Such conditions include: (i) the City of Coral Gables shall approve the conditional use and zoning for the Coral Gables Urgent Care Center; (ii) the Trust shall exercise its option to purchase the Property in accordance with the Trust Resolution; and (iii) the Sellers shall execute the Contract and deliver the Contract to the Trust. Upon satisfaction of such conditions, the County Mayor or County

Mayor's designee shall file a Certificate with the Clerk confirming that the conditions have been satisfied and the Contract may be executed. In the event that the conditions have not been met within 180 days of the effective date of this resolution, then the authorization set forth in this resolution shall be rescinded.

Section 3. Subject to the satisfaction of the foregoing conditions and the filing of the Certificate, this Board authorizes the County Mayor or the County Mayor's designee to execute the Contract on behalf of the County, to exercise any and all rights conferred therein, to take all other actions to effectuate the Contract and to accept conveyance of the Property by warranty deed(s) in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 4. This Board directs the County Mayor or County Mayor's designee to appoint staff to monitor compliance with the terms of the Contract and the filing of the Certificate, and to report back to this Board on the status of the purchase by placing a report on an agenda of the Board pursuant to Ordinance No. 14-65 within 150 days of the effective date of this resolution.

Section 5. Pursuant to Resolution No. R-974-09, this 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; to provide a recorded copy of the instrument of conveyance to the Clerk of the Board within thirty (30) days of execution of said instrument of conveyance; and directs the Clerk of the Board to attach and permanently store a recorded copy of the instrument of conveyance together with this resolution.

Section 6. This Board designates the Property as a designated facility of the Trust. The Trust shall operate, maintain and govern the Property in accordance with Chapter 25A of the Code.

Section 7. This Board approves waiver of the provisions of Resolution No. R-130-06 requiring execution by all parties of an agreement prior to approval by this Board because until the Trust exercises its option to purchase the Property, the Sellers are not obligated to execute the Contract.

The Prime Sponsor of the foregoing resolution is Commissioner Rebeca Sosa. It 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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Daniella Levine Cava	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
District 5 - Vacant	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2018. 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.

MRP/for

Eugene Shy, Jr.
Christopher Kokoruda



Miracles made daily.

TO: Honorable Esteban L. Bovo, Jr., Chairman and Members, Board of County Commissioners

FROM: Joe Arriola, Chairman Public Health Trust Board of Trustees

Joe Arriola

DATE: May 21, 2018

RE: Resolution Authorizing Acquisition of Real Property Located at 3737 Southwest 8th Street and 36 Oviedo Avenue, Coral Gables, Florida for Jackson Health System's expansion and development of an Urgent Care and Outpatient Center in the City of Coral Gables, Florida

Recommendation

It is recommended that the Board of County Commissioners approve the attached Resolution to authorize the execution of a Contract for Sale and Purchase between Mozes Office, LLC and Mozes Consolidated Properties, LLC, both Florida Limited Liability Companies, as Sellers, and Miami-Dade County, as Buyer. In summary, the Resolution: --authorizes the acquisition of real property located at 3737 Southwest 8th Street, and 36 Oviedo Avenue, Coral Gables, Florida (the "Property") for Jackson Health System's expansion and development of an urgent care and outpatient center in the City of Coral Gables; --authorizes the County Mayor or County Mayor's designee to execute the Contract for Sale and Purchase in the amount of \$8,400,000, subject to conditions precedent and filing of a Certificate upon satisfaction thereof; --authorizes the County Mayor or the County Mayor's designee to accept the conveyance by warranty deed(s), to record the instrument(s) of conveyance in the public records of Miami-Dade County, and to exercise any and all other provisions set forth in the Contract for Sale and Purchase; --designates the Property as a designated facility of the Public Health Trust under Chapter 25A of the Code; and --waives the provisions of Resolution No. 130-06.

The Property will be used for the expansion of Jackson Health System's ambulatory care network and will include programs presented as part of the general obligation bond approved by voters in November 2013 ("Jackson Miracle-Building Bond Program").

Scope

The Property is located in Commission District 6, which is represented by Commissioner Rebeca Sosa, and includes folio numbers 03-4105-050-2850 and 03-4105-050-2700. The Contract for Sale and Purchase is attached to the Resolution as Exhibit A.

Fiscal Impact/Funding Source

The purchase price for the Property is \$8,400,000. This purchase price is less than the average of the two (2) appraisals that were obtained from independent appraisers consistent with Miami-Dade County regulations and procedures. The total cost for the development of the urgent care and outpatient center, inclusive of the acquisition, construction, equipment, and other capital needs, is \$17,665,272. Funding of the total cost for development will be by: (i) Commissioner Rebeca Sosa's allocation of \$7,500,000 from District 6 BCC-GOB Project No. 310; (ii) \$5,500,000

that would be funded through the Jackson Miracle-Building Bond Program; and (iii) \$4,665,272 that would be funded from Jackson Health System capital contributions.

Track Record/Monitoring

Alejandro E. Contreras-Soto, Senior Vice President of Operations for Jackson Health System, will manage the purchase of this Property. Isa Nuñez, Vice President, facilities design and construction, will manage capital development on the site. The purchase and development of the Property have been reviewed by and received a favorable recommendation from the Jackson Bond Citizens' Advisory Committee and the Public Health Trust Board of Trustees on April 23, 2018 (Resolution No. PHT 04/2018-022). The Trust Board will authorize contracts, spending, and strategic programming associated with this project. The Advisory Committee will continue monitoring spending and progress on this project, which would be included in its mandated quarterly reports to the Mayor and Board of County Commissioners.

Delegation

This Resolution authorizes the County Mayor or the County Mayor's designee to execute the attached Contract for Sale and Purchase and to exercise any provisions contained therein.

Background

The strategic vision and capital plan for Jackson Health System – including the commitments made as part of the Jackson Miracle-Building Bond Program in 2013 – call for the expansion of Jackson's footprint into communities that currently lack sufficient healthcare services in general and access to Jackson programs specifically. The ballot language in the November 2013 election spoke to facilities located throughout the county, inclusive of urgent care centers.

After extensive review of market data, demographics, land availability, and programmatic strategy, staff has identified the real property located at 3737 Southwest 8th Street and 36 Oviedo Avenue in the City of Coral Gables that presents substantial opportunity to expand and develop an urgent care and outpatient center.

The Property is located totally within the municipal boundaries of the City of Coral Gables, Florida. With respect to the zoning of the Property, on May 22, 2018, the Coral Gables City Commission will consider for approval the use and zoning for the Property for the development of the urgent care and outpatient center.

The Contract for Sale and Purchase contains requirements for title insurance and an environmental assessment. The Trust procured Commitments for Title Insurance from National Title and Abstract Company which show that title to the Property is good, marketable and insurable. In addition, the Trust engaged Gresham, Smith and Partners to complete Phase I and limited Phase II Environmental Site Assessments. The environmental assessments are finished and have been provided to DERM for its review.

Additional purchase details are as follows:

SELLERS: Mozes Office, LLC and Mozes Consolidated Properties, LLC, both Florida Limited Liability Companies

COMPANY PRINCIPALS: Samuel Mozes and Lee Mozes, Managers

LOCATION: Parcel 1: 3737 Southwest 8th Street, Coral Gables, Florida.
Parcel 2: 36 Oviedo Avenue, Coral Gables, Florida.

SIZE: Parcel 1: 36,250 sq. ft. (0.83 acres)
Parcel 2: 5,000 sq. ft. (0.11 acres)

FOLIO NOS. Parcel 1: 03-4105-050-2850
Parcel 2: 03-4105-050-2700

Purchase of Property Located at 3737 Southwest 8th Street
and 36 Oviedo Avenue, Coral Gables, Florida
Page 3 of 3

ZONING: Parcel 1: CL, Commercial Limited District
Parcel 2: SFR, Single-Family Residential District

PURCHASE AMOUNT: \$8,400,000

APPRAISED VALUE: \$8,660,000 and \$8,200,000

EXHIBIT A

CONTRACT FOR SALE AND PURCHASE

Project: Public Health Trust/Coral Gables
Folio Numbers: 03-4105-050-2850
03-4105-050-2700

This Contract for Sale and Purchase ("Contract") is entered into as of the ____ day of _____ 2018 by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, and successors in interest ("Buyer") whose postal address is 111 Northwest 1 Street, Suite 2460, Miami, Florida 33128, and **MOZES OFFICE, LLC**, a Florida limited liability company, and **MOZES CONSOLIDATED PROPERTIES, LLC**, a Florida limited liability company ("Sellers") whose postal address is 1770 Daytona Road, Miami Beach, Florida 33141.

NOW, THEREFORE, in consideration of the mutual covenant contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer and Sellers agree as follows:

1. Realty. Sellers agree to sell to Buyer, and its successors in interest, and Buyer agrees to purchase from Sellers that certain real property, located in the County of Miami-Dade, State of 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 (collectively, the "Real Property"), 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 Sellers, if any, and all right, title and interest of Sellers 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 Sellers in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Real Property, if any.

2. Purchase Price. Buyer agrees to pay a purchase price for the Real Property of Eight Million Four Hundred Thousand and 00/100 Dollars (\$8,400,000.00) ("Purchase Price"). The Purchase Price shall be allocated to the Sellers as provided in a written letter by Sellers to Buyer prior to closing. The Purchase Price to be paid at closing shall be subject to other adjustments and prorations provided for herein and will be paid at closing by wire transfer from Buyer or Public Health Trust of Miami-Dade County, Florida ("Public Health Trust"), or any combination thereof, of U.S. funds for the Real Property referenced above.

3. Interest Conveyed. Sellers are the record owners of the fee simple title to the subject Real Property and agree to convey good, marketable and insurable title by general warranty deed, in substantially the forms of Exhibit "B" attached hereto and made a part hereof ("General Warranty Deeds"). Notwithstanding the foregoing, if Sellers are 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 Sellers' 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 shall, 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 Sellers. Said commitment shall show a good, marketable and insurable title to the Real Property in the Sellers' name. Buyer shall have ten (10) business days from receipt of the title commitment to inspect said title documents and report defects, if any, in writing to the Sellers, but Sellers shall be under no obligation to cure any title defects. Buyer shall 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 Deeds and in connection herewith, Sellers agree to provide all reasonable affidavits and other reasonable 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 Sellers shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option. If Buyer closes on the purchase of the Real Property, Buyer shall have been deemed to have accepted title to the Real Property as then it is.

6. Inspections: Hazardous Materials. Buyer shall, at Buyer's sole cost and expense and within thirty (30) days from the Effective Date of this Contract, obtain a Phase I Environmental Site Assessment of the Real Property to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Real Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, it shall also include solid waste or debris of any kind. Should 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 its processing of this Contract by giving Sellers written notice prior to Closing, whereupon both Buyer and Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Sellers, in Sellers' sole discretion, elect in writing to repair such defects to Buyer's satisfaction. If Sellers agree to repair such defects by Closing, Buyer will proceed to Closing without delay. If Sellers are unwilling 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 is to be exercised in writing within fifteen (15) days of Sellers' 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. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, Buyer or Sellers may elect to terminate this Contract within fifteen (15) days of receipt of such Letter or testing reports by giving written notice to the other party, whereupon both Buyer and Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Should Buyer and Sellers elect not to terminate this Contract and proceed with Closing, Sellers shall, at Sellers' sole cost and expense, promptly and diligently commence and complete any and all assessments and clean ups and monitoring of the Real Property necessary to obtain full compliance with any and all applicable governmental restrictions.

If Buyer closes on the purchase of the Real Property, Buyer shall have been deemed to have accepted the Real Property and all buildings, fixtures, and other improvements thereon in their then "AS IS" condition.

7. Survey. Buyer, at Buyer's sole cost and expense and not less than thirty (30) days prior to closing, shall 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 and the Public Health Trust, the Title Company and the Sellers. 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 owner's title policy. If the Title Company is unable to delete the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy for any reason, the Buyer's sole remedy shall be to terminate this Contract. 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, but Seller shall be under no obligation to cure any title defects. The legal description in the survey shall be subject to Sellers' and Buyer's approval. If Buyer closes on the purchase of the Real Property, Buyer shall have been deemed to have accepted all matters shown on the survey of the Real Property, and this provision shall survive the Closing of this transaction.

8. Right to Enter. Sellers agree 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 Buyer shall indemnify and hold Sellers harmless for damage or injury caused by Buyer and its agents, subject to all limitations of Section 768.28, Florida Statutes, as amended. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the Real Property or improvements thereon, except with the express written consent of Sellers. Buyer hereby agrees to indemnify, protect and hold harmless Sellers from and against any and all claims, demands, losses, costs, damages to the Real Property or improvements thereon. This indemnification shall survive the termination of this Contract. If Closing does not occur, Buyer shall repair and restore the Real Property and improvements thereon to the condition existing prior to any test or construction on the site.

9. Tenancies. Sellers warrant and represent that the agreements listed on Exhibit "C," attached hereto and made a part hereof, are the only agreements in effect which leases, subleases, licenses, sublicenses 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 or other entity ("Existing Tenancies"), 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) the Existing Tenancies shall terminate on or before the dates so listed on Exhibit "C;" (iii) Sellers shall not permit the use or occupancy of any portion of the Real Property subsequent to the date of Sellers execution of this Contract; (iv) there are no breaches under the Existing Tenancies by either the Sellers or the tenant and (v) Sellers 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.

At least twenty (20) days prior to Closing, Sellers shall furnish to Buyer estoppel certificates for each of the Existing Tenancies listed on Exhibit "C," in substantially the form of Exhibit "D," attached hereto and made a part hereof ("Estoppel Certification"). The Estoppel Certification for each tenant shall specify the nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s). Upon receipt of the Estoppel Certifications, Buyer, in its sole and exclusive discretion may thereafter contact

tenant(s) or occupant(s) to confirm such information or may request the Sellers to provide estoppels certifications from each tenant or occupant. If Estoppel Certifications differ materially from Sellers' representations or the terms of the leases(s) provided pursuant to this Contract, Buyer may deliver written notice to Seller within five (5) days after receipt of such information, but no later than five (5) days prior to Closing Date, terminating this Contract, thereby releasing Buyer and Sellers from all further obligations under this Contract. Sellers shall, at Closing, deliver and assign all leases to Buyer who shall assume Sellers' obligations thereunder.

10. Prorations. In addition to proration of taxes as provided in Section 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 Sellers. If a pending lien has been filed against the subject 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, even though the pending lien has not been certified, such lien shall be paid by the Sellers. Notwithstanding the foregoing, any special assessment levied and payable in installments shall be prorated to the Closing Date and any installments due after the Closing Date shall be paid by Buyer.

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

13. Time. Buyer and Sellers mutually agree to fully and timely execute such papers as deemed reasonably 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 Sellers or Buyer. Notwithstanding any other provision to the contrary, all time periods will be calculated in business days unless otherwise noted.

14. Brokers. The Public Health Trust and Sellers represent and warrant to the other that it has dealt with no real estate agent, finder, or broker in connection with this transaction, other than Sellers' broker, MARTIN PINOVER of LEE & ASSOCIATES (the "Broker"). In the event of closing, Seller shall pay to the Broker a brokerage commission in the sum of \$100,000.00. However, in the event that closing does not occur for any reason whatsoever, Broker shall not be entitled to any compensation whatsoever. Without limiting the effect of the foregoing, Sellers agree to indemnify, defend, and hold harmless the Buyer and the Public Health Trust 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 who may claim to have dealt with Sellers in connection with this transaction. The agreements, representations, warranties and indemnifications of this paragraph shall survive closing and termination of this Contract.

15. Expenses. All fees and expenses incurred by either party pursuant to this Contract shall be borne by the party incurring such expenses, except that Sellers shall be responsible for recording fees on the General Warranty Deeds and Sellers shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the General Warranty Deeds.

16. Loss. All risk of loss to the Real Property shall be borne by Sellers until transfer of title.
17. Access. Sellers warrant and represent that there is legal ingress and egress to the Real Property being purchased under this Contract.
18. Possession. Sellers 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 (other than failure of Seller to make title good, marketable and insurable, in which case either Buyer or Seller shall have the right to terminate this Contract) either party may seek specific performance. 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. Sellers warrant that they are not aware of any facts which materially and adversely affect the physical condition and present use of the Real Property which have not been disclosed by Sellers 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 Sellers 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 Board of Trustees of the Public Health Trust; and (ii) the Miami-Dade County Board of County Commissioners ("Board"), 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 Board action; or b) the lapse of ten (10) days without the Mayor's veto ("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 Board 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. Notwithstanding anything in this Contract to the contrary, Sellers shall have the right to terminate this Contract in the event the Effective Date of this Contract has not occurred by August 31, 2018, whereupon both Buyer and Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof.

29. 1031 Exchange. The Sellers shall have the right to elect to accomplish a 1031 Exchange whereby the Purchase Price will be reflected on the closing statement, which Buyer agrees to execute as part of the purchase and sale transaction pursuant to this Contract. Provided however that by execution of a closing statement or statements Buyer is not warranting and shall not be deemed to have warranted any aspect of a 1031 Exchange or the efficacy or impact the closing statements have in such 1031 Exchange. However, notwithstanding the foregoing or anything to the contrary in Section 12 above entitled Closing Date, upon Seller's request, in connection with Seller's 1031 exchange, Buyer agrees to delay the Closing Date to a date not later than 180 calendar days from the Effective Date of this Contract.

30. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a 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.

31. Notices. All communications regarding this transaction shall be directed to:

To Buyer: **Public Health Trust of Miami-Dade County, Florida**
1500 Northwest 12 Avenue, Suite 103
Miami, Florida 33136-1028
Attention: Real Estate Services

with copy to
Miami-Dade County, Florida (Internal Services)
111 Northwest 1 Street, Suite 2460
Miami, Florida 33128
Attention: Real Estate Development Division

Miami-Dade County Attorney's Office

Jackson Memorial Hospital
1611 N.W. 12th Avenue
West wing, Suite 109
Miami, Florida 33136

To Sellers: **Samuel Mozes and Lee Mozes**
1770 Daytonia Road
Miami Beach, Florida 33141

with copy to
Beatriz M. Capote, Esq.
Capote and Capote, PA
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131
Attention: Betty Capote

32. Disclosure of Beneficial Interests. Simultaneously with the execution of this Contract, and in compliance with (a) Section 286.23, Florida Statutes, as amended; and (b) Section 2-8.1(d) of the Code of Miami-Dade County, Florida, as amended, Sellers shall, in substantially the form of Exhibit "E," attached hereto and made a part hereof, make a public disclosure in writing, under oath and subject to the penalties of perjury, stating the name and address of every person having a beneficial interest in the Real Property, however small or minimal, unless such person is exempt from disclosure by applicable law.

33. Leases, Service Contracts, and WSD Agreement. Sellers have delivered to Buyer copies of the only two (2) leases affecting the Real Property as listed on Exhibit "C" hereto (the "Leases"), copies of all service contracts (the "Service Contracts") affecting the Real Property, and a copy of the Property Owner Agreement Regarding Water Service Relocation with Miami Dade County Water and Sewer Department dated December, 2017 (the "WSD Agreement") affecting the Real Property. At Closing, (a) Sellers shall assign to Buyer all right, title and interest in, to and under the Leases, the Service Contracts and the WSD Agreement, which remain in effect at the Closing, and (b) Buyer shall assume (and, subject to the limitation set forth in Section 768.28, Fla. Stat., indemnify and hold harmless the Sellers from) all obligations and liabilities under or in connection with the Leases, Service Contracts and the WSD Agreement that arise or are required to be performed from and after the Closing. Sellers shall remain liable and responsible for all obligations and liabilities under or in connection with the Leases, Service Contracts and WSD Agreement that arise and are required to be performed prior to and up to the Closing; and shall indemnify and hold harmless the Buyer and the Public Health Trust from all obligations and liabilities under or in connection with the Leases, Service Contracts and WSD Agreement that arise and are required to be performed prior to and up to the Closing. The assignment of the Leases, Service Contracts and WSD Agreement shall be in substantially the form attached hereto and made a part hereof as Exhibit "F." All representations and indemnifications set forth above in this Section 33 shall survive the Closing of this transaction.

As to the Service Contracts, the following are the only services contracts affecting Parcel 1 (and there is no service contract affecting Parcel 2):

- (i) Elevator Contract with Schindler Elevator
- (ii) A/C Contract with A&P Air Conditioning
- (iii) Waste Management Contract.

34. Utility Deposits and Service Contract Deposits. At closing, Sellers shall be entitled to the return of its utility deposits and deposits paid under Service Contracts.

35. Ordinances No. 1781 and No. 3014. Seller hereby discloses to Buyer Ordinances No. 1781 dated June 24, 1969, and the City of Coral Gables Ordinance No. 3014 dated December 8, 1992, copies of which is attached hereto as Exhibit "G".

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Buyer and Sellers have duly executed this Contract as of the date written below.

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Carlos A. Gimenez
Mayor

Approved as to form and
legal sufficiency:

Date: _____

Assistant County Attorney

MOZES OFFICE, LLC, a Florida limited liability
company

Witness

By: _____
SAMUEL MOZES, Manager

Print Name: _____

Date: _____

Witness

By: _____
LEE MOZES, Manager

Print Name: _____

Date: _____

MOZES CONSOLIDATED PROPERTIES,
LLC, a Florida limited liability company

Witness

By: _____
SAMUEL MOZES, Manager

Print Name: _____

Date: _____

Witness

By: _____
LEE MOZES, Manager

Print Name: _____

Date: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____ 2018, by _____ and _____, as _____ of Mozes Office, LLC. Such persons are personally known to me or produced their Florida driver licenses or identification card, as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ____ day of _____ 2018.

(Seal)

Signature: _____

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____ 2018, by _____ and _____, as _____ of Mozes Consolidated Properties, LLC. Such persons are personally known to me or produced their Florida driver licenses or identification card, as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ____ day of _____ 2018.

(Seal)

Signature: _____

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____

EXHIBIT "A"

Real Property

PARCEL 1

Lots 1 through 5; the West ½ of Lot 41; and Lots 42 through 50, of Block 22, of "CORAL GABLES FLAGLER STREET SECTION" as recorded in Plat Book 10, at Page 12, of the Public Records of Miami-Dade County, Florida.

Folio: 03-4105-050-2850; with a street address of 3737 Southwest 8 Street, Coral Gables, Florida.

SEE COMPLETE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "1"

PARCEL 2

Lots 8 and 9, of Block 22, of "CORAL GABLES FLAGLER STREET SECTION" as recorded in Plat Book 10, at Page 12, of the Public Records of Miami-Dade County, Florida.

Folio: 03-4105-050-2700; with a street address of 36 Oviedo Avenue, Coral Gables, Florida.

EXHIBIT "1"

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 42, 43, 44, 45, 46, 47, 48, 49, 50 and the W $\frac{1}{2}$ of Lot 41, in Block 22 of CORAL GABLES FLAGLER STREET SECTION, according to the Plat thereof, as recorded in Plat Book 10 at Page 12, of the Public Records of Dade County, Florida, and being more particularly described as follows:

Commence at the Northeast Corner of said Lot 5; thence run Southerly along the East line of said Lot 5, for a distance of 100.05 feet, to the Southeast Corner of said Lot 5; thence run Easterly, along the North lines of said Lots 41 thru 45, for a distance of 112.58 feet; to a point 12.51 feet West, as measured along the said North line of Lot 41, of the Northeast corner of said Lot 41; thence run Southerly, for a distance of 100.04 feet, to a point on the South line of said Lot 41, said point being 12.50 feet West of the Southeast corner of said Lot 41, as measured along the said South line of Lot 41; thence run Westerly, along the South lines of Lots 41 thru 50, for a distance of 227.59 feet, to a point of tangency with a circular curve, concave to the Northeast; thence run Northwesterly along the arc of said circular curve, concave to the Northeast and having for elements a radius of 10.00 feet and a central angle of 89°28'40", for an arc-distance of 15.62 feet; thence run Northerly, along the West lines of said Lots 50 and 1, for a distance 180.12 feet to a point of tangency with a circular, concave to the Southeast; thence run Northeasterly, along the arc of said circular curve, concave to the Southeast having for elements a radius of 10.00 feet and a central angle of 90°31'37", for an arc distance of 15.80 feet; thence run Easterly, along the North lines of said Lots 1 thru 5, for a distance of 115.09 feet, to the Point of Beginning.

EXHIBIT "B"

General Warranty Deeds

This Instrument prepared by, and to be returned to:
Public Health Trust of Miami-Dade County, Florida
1500 N.W. 12th Avenue, Suite 103
Miami, FL 33136-1028
Attention: Real Estate Services

Under the direction of:
Eugene Shy, Jr., Assistant County Attorney

Folio Number: 03-4105-050-2850
User Department: PUBLIC HEALTH TRUST

Space Above This Line For Recording Data

WARRANTY DEED

This WARRANTY DEED, is made and entered into this ____ day of _____ 2018, by and between MOZES OFFICE, LLC, a Florida limited liability company, as Grantor ("Grantor") of 1770 Daytonia Road, Miami Beach, Florida, 33141 and MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Public Health Trust of Miami-Dade County, Florida, 1611 N.W. 12th Avenue, Miami, Florida, 33136, as Grantee ("Grantee").

Whenever used herein, the terms Grantor and Grantee shall include all of the parties to this instrument and their respective successors and assigns.

WITNESSETH

Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee and Grantee's successors and assigns forever, that certain parcel of land situated and being in Miami-Dade County, Florida ("Property"), to wit:

Lots 1 through 5; the West ½ of Lot 41; and Lots 42 through 50, of Block 22, of "CORAL GABLES FLAGLER STREET SECTION" as recorded in Plat Book 10, at Page 12, of the Public Records of Miami-Dade County, Florida.

Folio: 03-4105-050-2850; with a street address of 3737 Southwest 8th Street, Coral Gables, Florida.

SEE COMPLETE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "1"

TOGETHER with all and singular tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

THIS CONVEYANCE is subject to taxes and assessments for the year 2018 and subsequent years; reservations, easements, matters of plat, covenants and restrictions of public record, if any, but this reference shall not operate to reimpose same; applicable zoning and governmental ordinances and restrictions, if any; and all matters shown on an accurate survey of the Property.

TO HAVE and to hold the same in fee simple forever.

Grantor covenants with Grantee that Grantor is lawfully seized of the above-described land in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor fully warrants title to the Property, and will defend the same against the lawful claims of all persons whatsoever.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS HEREOF, Grantor has set its hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

MOZES OFFICE, LLC, a Florida limited liability company.

Witness Signature
Printed Name:

By: _____
SAMUEL MOZES, Manager

Witness Signature
Printed Name:

By: _____
LEE MOZES, Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ and _____, as Managers of Mozes Office, LLC, a Florida limited liability company. Such persons are personally known to me or produced his/her Florida driver licenses or identification card, as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ____ day of _____, 2018.

(Seal)

Signature: _____

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____

The foregoing was approved by the Miami-Dade Board of County Commissioners pursuant to Resolution No. R-_____-18 dated _____, 2018

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EXHIBIT "1"

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 42, 43, 44, 45, 46, 47, 48, 49, 50 and the W1/2 of Lot 41, in Block 22 of CORAL GABLES FLAGLER STREET SECTION, according to the Plat thereof, as recorded in Flat Book 10 at Page 12, of the Public Records of Dade County, Florida, and being more particularly described as follows:

Commence at the Northeast Corner of said Lot 5; thence run Southerly along the East line of said Lot 5, for a distance of 100.05 feet, to the Southeast Corner of said Lot 5; thence run Easterly, along the North lines of said Lots 41 thru 45, for a distance of 112.58 feet; to a point 12.51 feet West, as measured along the said North line of Lot 41, of the Northeast corner of said Lot 41; thence run Southerly, for a distance of 100.04 feet, to a point on the South line of said Lot 41, said point being 12.50 feet West of the Southeast corner of said Lot 41, as measured along the said South line of Lot 41; thence run Westerly, along the South lines of Lots 41 thru 50, for a distance of 227.59 feet, to a point of tangency with a circular curve, concave to the Northeast; thence run Northwesterly along the arc of said circular curve, concave to the Northeast and having for elements a radius of 10.00 feet and a central angle of $89^{\circ}28'40''$, for an arc-distance of 15.62 feet; thence run Northerly, along the West lines of said Lots 50 and 1, for a distance 180.12 feet to a point of tangency with a circular, concave to the Southeast; thence run Northeasterly, along the arc of said circular curve, concave to the Southeast having for elements a radius of 10.00 feet and a central angle of $90^{\circ}31'37''$, for an arc distance of 15.80 feet; thence run Easterly, along the North lines of said Lots 1 thru 5, for a distance of 115.09 feet, to the Point of Beginning.

This Instrument prepared by and to be returned to:
Public Health Trust of Miami-Dade County, Florida
1500 N.W. 12th Avenue, Suite 103
Miami, FL 33136-1028
Attention: Real Estate Services

Under the direction of:
Eugene Shy, Jr., Assistant County Attorney

Folio Number: 03-4105-050-2700
User Department: PUBLIC HEALTH TRUST

Space Above This Line For Recording Data

WARRANTY DEED

This WARRANTY DEED, is made and entered into this ____ day of _____ 2018, by and between MOZES CONSOLIDATED PROPERTIES, LLC, a Florida limited liability company, as Grantor ("Grantor") of 1770 Daytona Road, Miami Beach, Florida 33141 and MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Public Health Trust of Miami-Dade County, Florida, 1611 N.W. 12th Avenue, Miami, Florida 33136, as Grantee ("Grantee").

Whenever used herein, the terms Grantor and Grantee shall include all the parties to this instrument and their respective successors and assigns.

WITNESSETH:

Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee and Grantee's successors and assigns forever, that certain parcel of land situated and being in Miami-Dade County, Florida ("Property"), to wit:

Lots 8 and 9, of Block 22, of "CORAL GABLES FLAGLER STREET SECTION" as recorded in Plat Book 10, at Page 12, of the Public Records of Miami-Dade County, Florida.

Folio: 03-4105-050-2700; with a street address of 36 Oviedo Avenue, Coral Gables, Florida.

TOGETHER with all and singular tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

THIS CONVEYANCE is subject to taxes and assessments for the year 2018 and subsequent years; reservations, easements, matters of plat, covenants and restrictions of public record, if any, but this reference shall not operate to reimpose same; applicable zoning and governmental ordinances and restrictions, if any; and all matters shown on an accurate survey of the Property.

TO HAVE and to hold the same in fee simple forever.

Grantor covenants with Grantee that Grantor is lawfully seized of the above-described land in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor fully warrants title to the Property, and will defend the same against the lawful claims of all persons whatsoever.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS HEREOF, Grantor has set its hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

**MOZES CONSOLIDATED PROPERTIES, LLC, a
Florida limited liability company**

Witness Signature
Printed Name:

By: _____
SAMUEL MOZES, Manager

Witness Signature
Printed Name:

By: _____
LEE MOZES, Manager

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

The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by _____ and _____, as Managers of Mozes Consolidated Properties, LLC, a Florida limited liability company. Such persons are personally known to me or produced his/her Florida driver licenses or identification card, as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this _____ day of _____ 2018.

(Seal)

Signature: _____

Print Name: _____
Notary Public, State of Florida

My Commission Expires: _____

The foregoing was approved by the Miami-Dade Board of County Commissioners pursuant to Resolution No. R- _____ -18 dated _____, 2018

EXHIBIT "C"

List of Current Tenancies

As to Parcel 1:

Lease dated October 1, 2013 with Ernesto Paz, Jr. P.A. for Suite 300 at 3737 S.W. 8th Street, Coral Gables, Florida, as amended by Amendment to Lease dated as of September 27, 2017, with a term ending December 1, 2018.

As to Parcel 2:

Verbal month-to-month lease with Elias Vega and Gretchen Vega, his wife, for 36 Oviedo Avenue, Coral Gables, Florida. Written lease with this tenant terminated February 28, 2013.

EXHIBIT "D"

Form Estoppel Certificate

ESTOPPEL CERTIFICATE

MOZES OFFICE, LLC, a Florida limited liability company, hereby certifies to Miami-Dade County, Florida, a political subdivision of the State of Florida and the Public Health Trust of Miami-Dade County ("together County"), as follows, with full knowledge that the County, and its successors and assigns, are relying upon the trust, accuracy and completeness of such statements:

1. That Ernesto Paz Jr., P.A. ("Tenant") is the tenant under that certain Commercial Lease Agreement dated as of October 1st, 2013, for Premises located at Suite 300 in the building located at 3737 S.W. 8th Street, Coral Gables, Florida, said lease being amended by that certain Amendment to Lease dated as of September 27th, 2017, (as amended, the "Lease") executed by Samuel Mozes and Lee Mozes, d/b/a Mozes & Mozes the predecessor in interest to MOZES OFFICE, LLC, a Florida limited liability company ("Landlord") as landlord and Tenant as tenant.
2. That the Lease is in full force and effect and that true, correct and complete copies of the Lease and of all amendments, modifications and supplements thereto are attached hereto.
3. That, pursuant to the Lease, Tenant has leased approximately 2,500 square feet and has paid to Landlord a security deposit of \$ -0-; that the expiration date of the Lease is December 1, 2018; that Tenant has paid rent through December 31, 2017; and that the next rental payment in the amount of \$5,469.00 plus sales tax is due on January 1, 2018.
4. That all space and improvements leased by Tenant have been completed in accordance with the provisions of the Lease, Tenant has accepted the demised premises, and Tenant is obligated to pay rent as set forth in the Lease.
5. That there are no offsets or credits against rentals payable under the Lease and no future free periods or rental concessions have been granted to Tenant.
6. That except as expressly provided in the Lease, and other documents attached hereto, Tenant does not have any right or option to renew or extend the term of the Lease, to lease other space within the building of which the demised premises are a part, nor any preferential right to purchase all or any part of the demised premises.
7. That neither Landlord nor Tenant is in default in the performance of the terms of the provisions of the Lease.

This certification shall inure to the benefit of and be enforceable by the County, and its successors and assigns, and shall be binding upon the undersigned and its successors and assigns as tenant under the lease.

Landlord:

MOZES OFFICE, LLC, a Florida limited liability company

BY: _____

Name: _____

Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by _____ as _____ of MOZES OFFICE, LLC, a Florida limited liability company, on behalf of such company. Such person is personally known to me or produced his/her Florida driver license or identification card, as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this _____ day of _____ 2018.

(Seal)

Signature: _____

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____

EXHIBIT "E"

Form Disclosure of Beneficial Interests.

Project Name:

Project No:

Folio Nos.: 03-4105-050-2850

03-4105-050-2700

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority personally appeared _____

("Affiant(s)") this _____ day of _____, 2018, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1. Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2. _____ and _____, whose Post Office Address is _____, are the record owner(s) of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property"). As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity:

NAME	ADDRESS	INTEREST
------	---------	----------

This affidavit is given in compliance with the provisions of Section 286.23, Florida Statutes.

FURTHER AFFIANT(S) SAYETH NOT

AFFIANTS:

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I hereby certify, THAT ON THIS _____ day of _____, 2018, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared _____, personally know 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 in the County and State aforesaid, the day and year last aforesaid.

_____ (SEAL)

Print Name

Notary Public, State of Florida

NOTARY SEAL/STAMP

My Commission Expires:

Approved as to form and legal sufficiency

Assistant County Attorney

EXHIBIT "F"

Assignment of Leases, Service Contracts, and WSD Agreement

MOZES OFFICE, LLC, a Florida limited liability company, and MOZES CONSOLIDATED PROPERTIES, LLC, a Florida limited liability company (together "Assignor") for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid to Assignor by MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, and the PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, an agency and instrumentality of Miami-Dade County (collectively, the "Assignee") do hereby transfer, assign, and set over to Assignee, from and after the date of this Assignment, all right, title, and interest of Assignor, if any, in and to: (a) those certain leases (the "Leases") described in Exhibit "A" attached hereto, (b) those certain service contracts (the "Service Contracts") described in Exhibit "B" attached hereto, and (c) the Property Owner Agreement Regarding Water Service Relocation with Miami Dade County Water and Sewer Department dated December, 2017 (the "WSD Agreement"), all in accordance with Section 33 of the Contract for Sale and Purchase dated _____, 2018 between Assignor, as seller, and Assignee, as buyer, relating to the property described in Exhibit "C" attached hereto (the "Property").

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this ____ day of _____, 2018.

ASSIGNOR:

MOZES OFFICE, LLC, a Florida
limited liability company

By: _____
Print Name: _____
Title: _____

MOZES CONSOLIDATED
PROPERTIES, LLC, a Florida
limited liability company

By: _____
Print Name: _____
Title: _____

EXHIBIT "G"

Attach copy of Ordinance No. 1781 dated June 24, 1969,
and of City of Coral Gables Ordinance No. 3014 dated December 8, 1992

ORDINANCE NO. 1781

AN ORDINANCE AMENDING ORDINANCE NO. 1525, AS AMENDED, AND KNOWN AS THE "ZONING CODE", BY DEALING WITH A CHANGE OF ZONING ON LOTS 1 TO 6, INCLUSIVE, BLOCK 22, "FLAGLER STREET SECTION", CORAL GABLES, FLORIDA; REPEALING ALL ORDINANCES INCONSISTENT HEREWITH.

WHEREAS, an application was made for a change of zoning on subject property from R-3 Single Family Residential Use (1027 minimum square foot floor area) to XR-3 Single Family Residential Use (1027 minimum square foot floor area), the latter symbol "X" to permit the property to be used for off-street parking said parking for use solely in connection with the office building located on Lots 42 to 50, inclusive, and the west one-half of Lot 41, Block 22, "Flagler Street Section"; located on Lots 1 to 6, inclusive, Block 22, "Flagler Street Section"; being the southeast corner of Galeno Street and Avenue Oviedo, Coral Gables, Florida; and

WHEREAS, after Notice of Public Hearing duly published and notification of all property owners of record within three hundred feet (300'), a public hearing was held before the Planning and Zoning Board of The City of Coral Gables, Florida on May 19, 1969, at which hearing all interested persons were afforded an opportunity to be heard; and

WHEREAS, the Planning and Zoning Board at its regular meeting of May 19, 1969 recommended that the application be approved;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That Ordinance No. 1525, as amended, and known as the "Zoning Code", and, in particular, that contain Building Content and Area District Map, Plate No. 6, attached to and by reference made a part thereof, be and the same hereby is amended to show henceforth a change of zoning on subject property from R-3 Single Family Residential Use (1027 minimum square foot floor area), to XR-3 Single Family Residential Use (1027 minimum square foot floor area), the latter symbol "X" to permit the property to be used for off-street parking; said parking to be used solely in connection with the office building located on Lots 42 to 50, inclusive, and the West one-half of Lot 41, Block 22, "Flagler Street Section"; located on Lots 1 to 6, inclusive, Block 22, "Flagler Street Section"; being the southeast corner of Galeno Street and Avenue Oviedo, Coral Gables, Florida.

SECTION 2. That such use and change of zoning shall be contingent upon the following conditions and restrictions:

- (a) That the offstreet parking area shall be properly landscaped so as to serve as a buffer at all times to the residential area;
- (b) That there shall be no entrances or exits to and from such property on to Avenue Oviedo, Coral Gables, Florida.

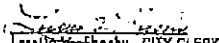
SECTION 3. That all ordinances or parts of ordinances inconsistent or in conflict herewith hereby are repealed insofar as there is conflict or inconsistency.

PASSED AND ADOPTED THIS TWENTY-FOURTH DAY OF JUNE, A. D. 1969.

APPROVED:


C. L. Drexler, MAYOR

ATTEST:


Lorella V. Sheehy, CITY CLERK

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 3014

AN ORDINANCE AMENDING ORDINANCE NO. 1526, AS AMENDED AND KNOWN AS "ZONING CODE", BY PROVIDING FOR CHANGE OF ZONING ON LOTS 1 - 5, AND 42 - 50, AND WEST HALF OF LOT 41, BLOCK 22, FLAGLER STREET SECTION (799 GALIANO STREET), CORAL GABLES, DADE COUNTY, FLORIDA; AND REPEALING ALL ORDINANCES INCONSISTENT HEREWITH.

WHEREAS, Application No. 570-P was submitted requesting a change of zoning on property legally described herein, from "CR" Commercial Use to "XCB" Commercial (Use; the latter symbol "X" to permit the operation of a health and athletic club (World Gym); and

WHEREAS, after notice duly published and notification of all property owners of record within three hundred (300) feet, a public hearing was held before the Planning and Zoning Board on October 14, 1992 at which hearing all interested persons were afforded the opportunity to be heard, and the applicant's request was recommended for approval subject to certain conditions; and

WHEREAS, the City Commission after due consideration at its regular meeting of November 10, 1992 approved the applicant's request on first reading;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That Ordinance No. 1526, as amended, and known as the "Zoning Code", and in particular, that a certain Use and Area Map Plate No. 5, attached thereto and by reference made a part thereof, shall be and the same is hereby amended to show henceforth a change of zoning on Lots 1 through 5, and 42 through 50, inclusive, and the west half of Lot 41, Block 22, Flagler Street Section, from "CR" Commercial Use to "XCB" Commercial Use; the latter symbol "X" to permit the operation of a health and athletic club (World Gym).

SECTION 2. That such use and change of zoning shall be and it is hereby subject to the following conditions and restrictions:

1. That a detailed landscaping and irrigation plan be submitted together with plans for all proposed lighting for approval by the City's Preliminary Review Committee.
2. That jazzercise or aerobic-type classes and any music associated with the operation of the gym shall be prohibited.
3. That the hours of operation shall be 6:00 A.M. to 11:00 P.M.
4. That the gym shall provide an attendant for the parking lot on the property immediately to the east, per separate, private agreement.
5. That signs shall be posted at all parking lot exits stating that no right turns are permitted.
6. That documentation shall be submitted to the effect that all necessary State and Federal permits and approvals have been obtained prior to issuance of a Certificate of Occupancy by the City.

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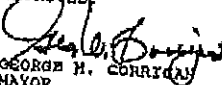
170

SECTION 3. That all ordinances or parts of ordinances in conflict or inconsistent herewith shall be and they are hereby repealed insofar as there is conflict or inconsistency.

1992.

PASSED AND ADOPTED THIS EIGHTEEN DAY OF DECEMBER A. D.,

APPROVED:


GEORGE M. CORRIDAN
MAYOR

ATTEST:

VIRGINIA L. PAUL
CITY CLERK
R/K(4) (H - Absent)

EXHIBIT B

This Instrument prepared by, and to be returned to:
Public Health Trust of Miami-Dade County, Florida
1500 N.W. 12th Avenue, Suite 103
Miami, FL 33136-1028
Attention: Real Estate Services

Under the direction of:
Eugene Shy, Jr., Assistant County Attorney

Folio Number: 03-4105-050-2850
User Department: PUBLIC HEALTH TRUST

Space Above This Line For Recording Data

WARRANTY DEED

This WARRANTY DEED, is made and entered into this ____ day of _____, 2018, by and between MOZES OFFICE, LLC, a Florida limited liability company, as Grantor ("Grantor") of 1770 Daytonia Road, Miami Beach, Florida, 33141 and MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Public Health Trust of Miami-Dade County, Florida, 1611 N.W. 12th Avenue, Miami, Florida, 33136, as Grantee ("Grantee").

Whenever used herein, the terms Grantor and Grantee shall include all of the parties to this instrument and their respective successors and assigns.

WITNESSETH

Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee and Grantee's successors and assigns forever, that certain parcel of land situated and being in Miami-Dade County, Florida ("Property"), to wit:

Lots 1 through 5; the West 1/2 of Lot 41; and Lots 42 through 50, of Block 22, of "CORAL GABLES FLAGLER STREET SECTION" as recorded in Plat Book 10, at Page 12, of the Public Records of Miami-Dade County, Florida.

Folio: 03-4105-050-2850; with a street address of 3737 Southwest 8th Street, Coral Gables, Florida.

SEE COMPLETE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "1"

TOGETHER with all and singular tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

THIS CONVEYANCE is subject to taxes and assessments for the year 2018 and subsequent years; reservations, easements, matters of plat, covenants and restrictions of public record, if any, but this reference shall not operate to reimpose same; applicable zoning and governmental ordinances and restrictions, if any; and all matters shown on an accurate survey of the Property.

TO HAVE and to hold the same in fee simple forever.

Grantor covenants with Grantee that Grantor is lawfully seized of the above-described land in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor fully warrants title to the Property, and will defend the same against the lawful claims of all persons whatsoever.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS HEREOF, Grantor has set its hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

MOZES OFFICE, LLC, a Florida limited liability company.

Witness Signature
Printed Name:

By: _____
SAMUEL MOZES, Manager

Witness Signature
Printed Name:

By: _____
LEE MOZES, Manager

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

The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by _____ and _____, as Managers of Mozes Office, LLC, a Florida limited liability company. Such persons are personally known to me or produced his/her Florida driver licenses or identification card, as identification.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal on this _____ day of _____ 2018.

(Seal)

Signature: _____

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____

The foregoing was approved by the Miami-Dade Board of County Commissioners pursuant to Resolution No. R-_____-18 dated _____, 2018

EXHIBIT "1"

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 42, 43, 44, 45, 46, 47, 48, 49, 50 and the W $\frac{1}{2}$ of Lot 41, in Block 22 of CORAL GABLES FLAGLER STREET SECTION, according to the Plat thereof, as recorded in Plat Book 10 at Page 12, of the Public Records of Dade County, Florida, and being more particularly described as follows:

Commence at the Northeast Corner of said Lot 5; thence run Southerly along the East line of said Lot 5, for a distance of 100.05 feet, to the Southeast Corner of said Lot 5; thence run Easterly, along the North lines of said Lots 41 thru 45, for a distance of 112.58 feet; to a point 12.51 feet West, as measured along the said North line of Lot 41, of the Northeast corner of said Lot 41; thence run Southerly, for a distance of 100.04 feet, to a point on the South line of said Lot 41, said point being 12.50 feet West of the Southeast corner of said Lot 41, as measured along the said South line of Lot 41; thence run Westerly, along the South lines of Lots 41 thru 50, for a distance of 227.59 feet, to a point of tangency with a circular curve, concave to the Northeast; thence run Northwesterly along the arc of said circular curve, concave to the Northeast and having for elements a radius of 10.00 feet and a central angle of 89°28'40", for an arc-distance of 15.62 feet; thence run Northerly, along the West lines of said Lots 50 and 1, for a distance 180.12 feet to a point of tangency with a circular, concave to the Southeast; thence run Northeasterly, along the arc of said circular curve, concave to the Southeast having for elements a radius of 10.00 feet and a central angle of 90°31'37", for an arc distance of 15.80 feet; thence run Easterly, along the North lines of said Lots 1 thru 5, for a distance of 115.09 feet, to the Point of Beginning.

This Instrument prepared by and to be returned to:
Public Health Trust of Miami-Dade County, Florida
1500 N.W. 12th Avenue, Suite 103
Miami, FL 33136-1028
Attention: Real Estate Services

Under the direction of:
Eugene Shy, Jr., Assistant County Attorney

Folio Number: 03-4105-050-2700
User Department: PUBLIC HEALTH TRUST

Space Above This Line For Recording Data

WARRANTY DEED

This WARRANTY DEED, is made and entered into this ____ day of _____ 2018, by and between MOZES CONSOLIDATED PROPERTIES, LLC, a Florida limited liability company, as Grantor ("Grantor") of 1770 Daytona Road, Miami Beach, Florida 33141 and MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Public Health Trust of Miami-Dade County, Florida, 1611 N.W. 12th Avenue, Miami, Florida 33136, as Grantee ("Grantee").

Whenever used herein, the terms Grantor and Grantee shall include all the parties to this instrument and their respective successors and assigns.

WITNESSETH:

Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee and Grantee's successors and assigns forever, that certain parcel of land situated and being in Miami-Dade County, Florida ("Property"), to wit:

Lots 8 and 9, of Block 22, of "CORAL GABLES FLAGLER STREET SECTION" as recorded in Plat Book 10, at Page 12, of the Public Records of Miami-Dade County, Florida.

Folio: 03-4105-050-2700; with a street address of 36 Oviedo Avenue, Coral Gables, Florida.

TOGETHER with all and singular tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

THIS CONVEYANCE is subject to taxes and assessments for the year 2018 and subsequent years; reservations, easements, matters of plat, covenants and restrictions of public record, if any, but this reference shall not operate to reimpose same; applicable zoning and governmental ordinances and restrictions, if any; and all matters shown on an accurate survey of the Property.

TO HAVE and to hold the same in fee simple forever.

Grantor covenants with Grantee that Grantor is lawfully seized of the above-described land in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor fully warrants title to the Property, and will defend the same against the lawful claims of all persons whatsoever.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS HEREOF, Grantor has set its hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

MOZES CONSOLIDATED PROPERTIES, LLC, a
Florida limited liability company

Witness Signature
Printed Name:

By: _____
SAMUEL MOZES, Manager

Witness Signature
Printed Name:

By: _____
LEE MOZES, Manager

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

The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by _____ and _____, as Managers of Mozes Consolidated Properties, LLC, a Florida limited liability company. Such persons are personally known to me or produced his/her Florida driver licenses or identification card, as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this _____ day of _____ 2018.

(Seal)

Signature: _____

Print Name: _____
Notary Public, State of Florida

My Commission Expires: _____

The foregoing was approved by the Miami-Dade Board of County Commissioners pursuant to Resolution No. R- _____ -18 dated _____, 2018