

MEMORANDUM

Agenda Item No. 8(F)(2)

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

DATE: October 5, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Contract for Sale and Purchase between Macy's Retail Holdings, LLC, an Ohio limited liability company, as seller, and Miami-Dade County, as buyer, for approximately 4,783 square feet of industrial zoned land which is part of a larger parent tract located at 7100 NW 32 Avenue, Miami, Florida, in the amount of \$112,300.00 and authorizing the expenditure of up to \$5,000.00 for closing costs, to be funded with General Obligation Bond funds; 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 Special 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 Jean Monestime.



Geri Bonzon-Keenan
County Attorney

GBK/smm

Date: October 5, 2021

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

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Resolution Authorizing the Execution of a Contract for Sale and Purchase of Approximately 4,783 Square Feet of Industrially-Zoned Land Located on a Portion of 7100 NW 32 Avenue, Miami, FL, for the Purposes of Constructing Commercial Corridor Projects Pump Station S-3
Folio No.: A Portion of 30-3109-000-0471

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Contract for Sale and Purchase between Miami-Dade County (County), and Macy's Retail Holdings Florida Stores, LLC, an Ohio limited liability company (Seller), for the acquisition of approximately 4,783 square feet (0.11 acres) of industrially-zoned land (Property) which is part of a larger parent tract containing 18.09 acres. More specifically, the resolution does the following:

- Authorizes the acquisition of the Property, located at 7100 NW 32 Avenue, Miami, Florida as shown in Exhibit "A" (Folio No.: A Portion of 30-3109-000-0471) for the purpose of constructing Commercial Corridor Projects Pump Station S-3;
- Authorizes the County Mayor or County Mayor's designee to execute a Contract for Sale and Purchase, in the amount of \$112,300 (Attachment 1 to the resolution); and
- Authorizes the County Mayor or County Mayor's designee to accept the conveyance by Special Warranty Deed (Attachment 2 to the resolution), to record the instrument of conveyance in the public records of the 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 2, which is represented by Commissioner Jean Monestime.

Fiscal Impact/Funding Source

The estimated total cost of the acquisition is \$117,300; which includes \$112,300 for the acquisition of the Property and approximately \$5,000 for closing costs. The acquisition and closing costs will be funded from General Obligation Bond (GOB) funds.

In accordance with the requirements in Section 125.355, Florida Statutes, an independent appraisal was procured by the County to determine the fair market value of the Property. The appraisal estimated the market value of the Property, as of June 25, 2019, to be \$112,300 (Exhibit "B"), which is the purchase price negotiated for this transaction.

Track Record/Monitoring

Jessica Gutierrez of the Internal Services Department is managing the purchase of the Property. Marisela Aranguiz, Assistant Director for Capital Programs, is the project manager on behalf of the Water and Sewer Department.

The principal representatives of Macy's Retail Holdings, LLC, an Ohio limited liability company, are Macy's, Inc.; Elisa D. Garcia, President; Mathew S. Schroeder, Vice President; and Stephen J. O'Bryan, Assistant Secretary.

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 therein.

Background

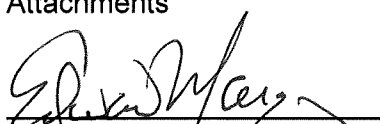
The Water and Sewer Department is seeking to purchase the Property to construct Commercial Corridor Projects Pump Station S-3. On July 2, 2013, the Board adopted Resolution No. R-597-13, which directed the County Mayor or Mayor's Designee to provide a plan to extend sewer service to commercial and industrial areas within the County. In response to the Board's directive, the Water and Sewer Department commissioned a study to evaluate extending service into the commercial and industrial areas, which included recommended projects and cost estimates totaling \$233 million. The Regulatory and Economic Resources Department developed a methodology for ranking the recommended projects, as the initial funding identified was limited to an estimated \$126 million of General Obligation Bond funds. In accordance with the ranking methodology, the Commercial Corridor Projects Pump Station S-3 was recommended for funding.

Consistent with its standard practice, the County is requiring marketable title as part of the purchase. A title commitment was issued by Old Republic National Title Insurance Company in October 2020 to protect the County's interest in the acquisition of the Property.

The Property is being conveyed to the County by a Special Warranty Deed and not a General Warranty Deed. A Special Warranty Deed has limited protections, as it only warrants the covenants in the deed to the time period in which the Seller owned the Property. The Special Warranty Deed is a condition of closing the transaction, as set forth by the Seller. Early in the negotiation process the Seller informed the Water and Sewer Department that the Seller would not move forward with the real estate transaction if the County did not accept the conveyance of the Property by a Special Warranty Deed which is a requirement that is in accordance with the Seller's company policy. The Water and Sewer Department agreed to have the County assume the risk of accepting the Property by Special Warranty Deed, after completing its due diligence of the Property, including securing a title search report. The Water and Sewer Department has indicated that the Property is a vital parcel that is critical for the extension of sewer service and recommends that the Board accept the risk associated with the Special Warranty Deed.

Acquisition of the Property is contingent upon the completion of the environmental review process. As part of the due diligence process, the County has engaged an independent consultant to prepare a Phase I environmental site assessment (and Phase II if deemed necessary). Should any harmful substances be found in the soil or groundwater that the Seller is unwilling to remediate, the County has the right to terminate the Contract for Sale and Purchase.

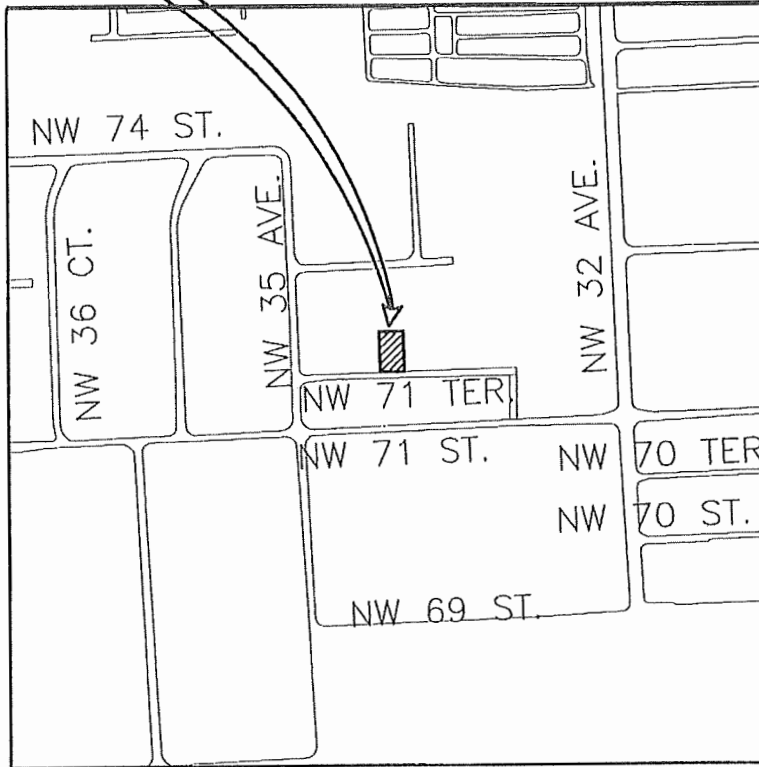
Attachments


Edward Marquez
Chief Financial Officer

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
 EXHIBIT 'A'
 LOCATION MAP
 MIAMI-DADE COUNTY
 SEC.9-TWP.53S-RGE.41E



PROPOSED P.S. SITE



SURVEYOR NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS "SKETCH & LEGAL DESCRIPTION" HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON.
3. NO TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY HAS BEEN PROVIDED. IT IS POSSIBLE THAT THERE ARE DEEDS, EASEMENT OR OTHERS INSTRUMENTS (RECORDED OR UNRECORDED) WHICH MAY AFFECT THE SUBJECT PROPERTY THAT A TITLE REPORT MAY EVIDENCE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENT(S) OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. SURVEY REFERENCES:
 ORB 13784 PG. 1693
 ORB 30793 PG. 2720
 ORB 22878 PG. 2910
 DEED BOOK 1571 PAGE 432
 DUPONT HOMESITES (PLAT BOOK 21 PAGE 65)
 CENTRAL INDUSTRIALSITES (PLAT BOOK 50 PAGE 92)

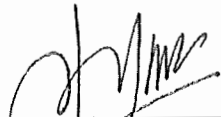
LEGEND

ABBREVIATIONS

- S.R.: STATE ROAD
- P.O.C.: POINT OF COMMENCEMENT
- P.O.B.: POINT OF BEGINNING
- R/W: RIGHT OF WAY
- ORB: MIAMI-DADE COUNTY OFFICIAL RECORD BOOK

NOTICE:

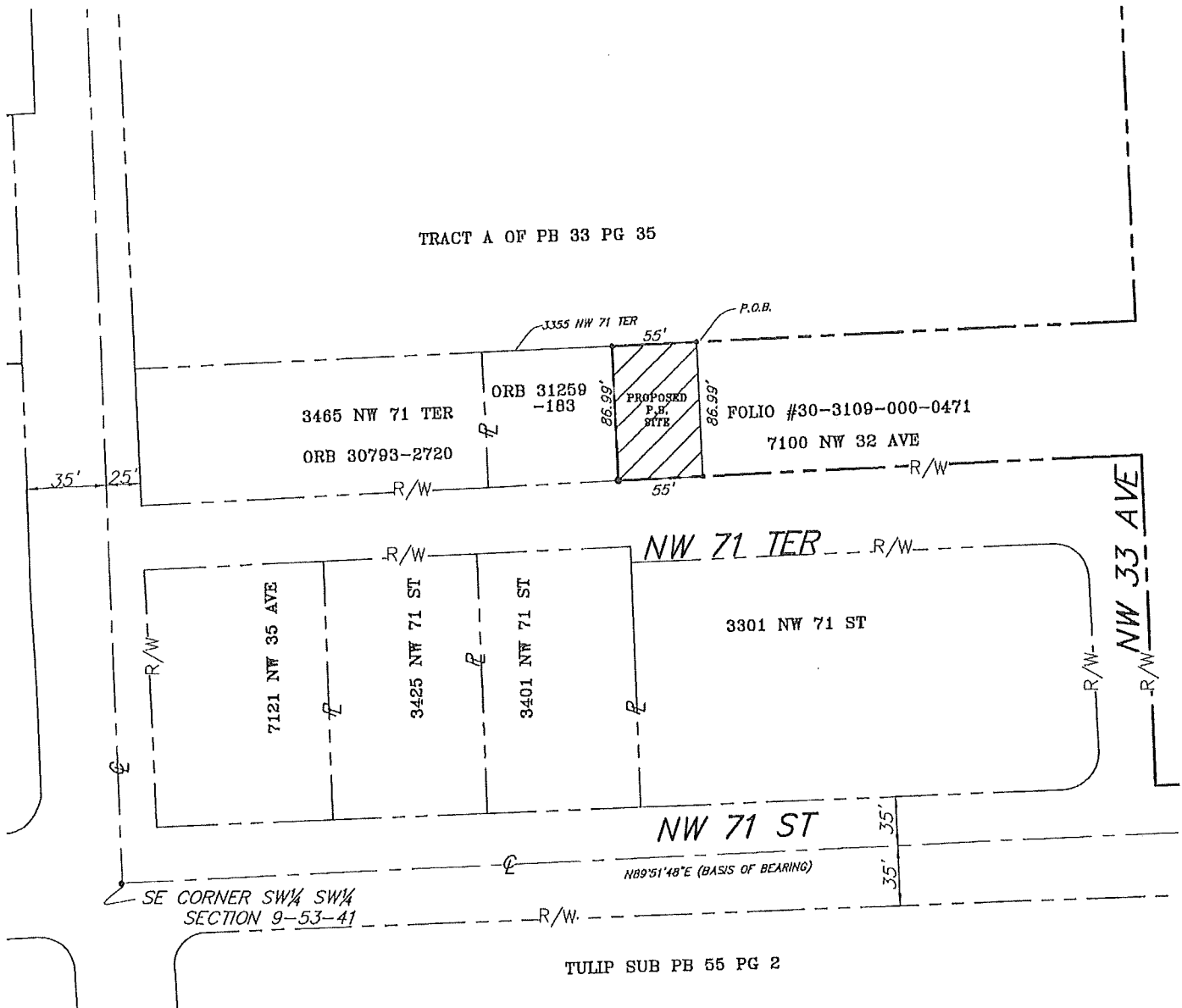
THIS DOCUMENT IS NOT VALID, FULL AND COMPLETE WITHOUT ALL PAGES.


 JUAN C. CORDERO, P.S.M.
 Professional Surveyor and Mapper
 State of Florida - License No. 6814
 3575 S. Le Jeune Rd. Miami, FL
 33146 WASD (786) 268-5326
 Date: 04/18/19

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

THIS IS NOT A BOUNDARY SURVEY LEGAL DESCRIPTION AND SKETCH FOR PROPOSED PUMP STATION SITE PS S-3 MIAMI-DADE COUNTY, FLORIDA	
MIAMI-DADE WATER AND SEWER DEPARTMENT	
DATE: APR. 16, 2019	SCALE: N.T.S.
DRAWN BY: R.E.	S-368 1 of 3

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
 EXHIBIT 'A'
 MIAMI-DADE COUNTY
 SEC.9-TWP.53S-RGE.41E



[Signature]
 JUAN C. CORDERO, P.S.M.
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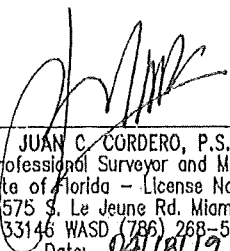
SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
EXHIBIT 'A'
MIAMI-DADE COUNTY
SEC.9-TWP.53S-RGE.41E

LEGAL DESCRIPTION

A Strip of land 55 feet wide and 86.99 feet deep for a pump station easement in benefit of Miami-Dade Water and Sewer Department located in the SW 1/4 of Section 9, Township 53 South, Range 41 East, in Miami-Dade County, Florida, more particularly described as follows:

The West 55.00 feet of the following described Parcel 1 as said described in Official Records of Miami-Dade County, Florida: Parcel 1: Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 in Block 1 of Dupont Homesites, according to the Plat thereof, recorded in Plat Book 21, at page 65, of the Public Records of Miami-Dade County, Florida which Plat has been revoked of the recorded Deed Book 1571 at page 432 of the Public Records of Miami-Dade County, Florida and which property is now described as: Commence at a Point 673.15 feet West of the Southeast corner of the SW 1/4 of Section 9, Township 53 South, Range 41 East; thence run North 335.89 feet to an iron pipe, thence run West 25 feet for a Point of Beginning; thence continue West 311.58 feet; thence run South 86.99 feet; thence run East 311.58 feet; thence run North a distance of 86.99 feet to the Point of Beginning.

All said land lying, being and located in Miami-Dade County, Florida and containing 4783.35 square feet more or less or 0.1098 Acres more or less by calculation.


JUAN C. CORDERO, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6814
3575 S. Le Jeune Rd. Miami, FL
33146 WASH (786) 268-5326
Date: 04/18/19

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

THIS IS NOT A BOUNDARY SURVEY LEGAL DESCRIPTION AND SKETCH FOR PROPOSED PUMP STATION SITE PS S-3 MIAMI-DADE COUNTY, FLORIDA	
MIAMI-DADE WATER AND SEWER DEPARTMENT	
DATE: APR. 16, 2019	SCALE: N.T.S.
DRAWN BY: R.E.	S-368 2 of 3

APPRAISAL REPORT
PROPOSED WASD PUMP STATION S-3

LOCATED AT:

**7100 N. W. 32ND AVENUE
MIAMI-DADE COUNTY, FLORIDA**

PREPARED FOR:

**MIAMI-DADE COUNTY INTERNAL SERVICES DEPARTMENT
111 N. W. FIRST STREET, SUITE 240
MIAMI, FLORIDA 33128**

AS OF:

JUNE 25, 2019

PREPARED BY:

**QUINLIVAN APPRAISAL, P.A.
7300 NORTH KENDALL DRIVE- SUITE 530
MIAMI, FLORIDA 33156**

QUINLIVAN APPRAISAL
A PROFESSIONAL ASSOCIATION
7300 NORTH KENDALL DRIVE, SUITE 530
MIAMI, FLORIDA 33156

Thomas F. Magenheimer, MAI
State Certified General Appraiser
RZ 553

Telephone (305) 663-6611
Fax (305) 670-4330
tmagmai@aol.com

June 27, 2019

Dawn Soper, Real Estate Officer
Miami-Dade County
Internal Services Department
111 N.W. First Street
Miami, Florida 33128

RE: Proposed WASD Pump Station S-3

Dear Ms. Soper:

In accordance with your request and authorization, I have prepared this Appraisal Report covering the following described property:

A partial acquisition of 4,784 square feet of land from a parent tract of 18.3 acre, located at 7100 N. W. 32nd Avenue, Miami-Dade County, Florida.

The purpose of this Appraisal is to estimate the total suggested compensation of the part to be acquired plus damages, if any, to the remainder, as of June 25, 2019. The property was personally inspected on June 25, 2019.

To the best of my knowledge, the opinions and conclusions were developed and this Appraisal Report was prepared in accordance with the standards and reporting requirements of the most current Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation. This appraisal is not based on any hypothetical conditions, extraordinary assumptions, limiting conditions or legal instructions.

The narrative Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth.

Ms. Dawn Soper
Miami-Dade County
June 27, 2019
Page 2

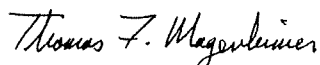
The parent tract is an industrial site that is improved with a distribution warehouse for Macy's department store. The part to be acquired is a 55 foot by 86.99 foot strip of land in the west border of the property. The part to be acquired comprises less than 1% of the parent tract. The part to be acquired is located in a portion of the site that is presently not utilized for the operation of the parent tract. The acquisition of the part to be acquired is estimated to have no impact on the remainder parcel as improved or as vacant. Therefore, only a before and after analysis of the part to be acquired is prepared in order to estimate the total suggested compensation.

Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that, as of June 25, 2019, the total suggested compensation for the part to be acquired was:

TWO HUNDRED THOUSAND THREE HUNDRED DOLLARS

\$112,300

Respectfully submitted,



Thomas F. Magenheimer, MAI
State-Certified General Appraiser
Certification Number: RZ0000553

TFM/dm
(19-049)

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Type Acquisition	Partial
Purpose of Appraisal	Market Value
Property Rights Appraised	Fee Simple
Address	7100 N W. 32 nd Avenue Miami-Dade County, Florida
Land Size:	
Parent Tract	788,113 square feet
Area to be Acquired	- <u>4,784</u> square feet
Remainder Parcel	783,329 square feet
Improvements	A 565,961 square foot distribution warehouse
Building Age	1956
Zoning	IU-2, Industrial Heavy Manufacturing District
Highest and Best Use	Existing industrial use
Final Estimate of Suggested Compensation:	
Part to be Acquired	\$ 112,300
Damages, Incurable	\$ -0-
Net Cost to Cure	<u>\$ -0-</u>
Total	\$ 112,300
Date of Value Estimate	June 25, 2019
Date of Inspection	June 25, 2019
Date of Report	Junw 27, 2019



MEMORANDUM
(Revised)

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

DATE: October 5, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(2)

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)(2)
10-5-21

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT FOR SALE AND PURCHASE BETWEEN MACY’S RETAIL HOLDINGS, LLC, AN OHIO LIMITED LIABILITY COMPANY, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, FOR APPROXIMATELY 4,783 SQUARE FEET OF INDUSTRIAL ZONED LAND WHICH IS PART OF A LARGER PARENT TRACT LOCATED AT 7100 NW 32 AVENUE, MIAMI, FLORIDA, IN THE AMOUNT OF \$112,300.00 AND AUTHORIZING THE EXPENDITURE OF UP TO \$5,000.00 FOR CLOSING COSTS, TO BE FUNDED WITH GENERAL OBLIGATION BOND FUNDS; 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 SPECIAL 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 Macy’s Retail Holdings, LLC, an Ohio Limited Liability Company as Seller, and Miami-Dade County, as Buyer, of approximately 4,783 square feet of industrial zoned land, which is part of a larger parent tract containing 18.09 acres located at 7100 NW 32 Avenue, Miami, Florida (the “Property”), in substantially the form attached hereto as Attachment 1, in the amount of \$112,300.00, and an additional expenditure of up to \$5,000.00 for closing costs, to be funded with

General Obligation Bond (GOB) Funds for the purpose of constructing the Commercial Corridor Projects Pump Station S-3. 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 Special 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 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 5th day of October, 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.



Lauren E. Morse

ATTACHMENT 1

CONTRACT FOR SALE AND PURCHASE

Project: GOB S-3

Folio No.: a portion of 30-3109-000-0471

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 2100, Miami, Florida 33128, and Macy's Retail Holdings, LLC, an Ohio limited liability company, ("Seller") whose address is 145 Progress Place, Cincinnati, Ohio 45246.

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 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 One Hundred Twelve Thousand Three Hundred Dollars (\$112,300.00), by wire transfer of U.S. funds. The purchase price is predicated on a site area of 4,783.35 square feet more or less and said purchase price shall be adjusted according to the acreage as determined by the final survey as referred to in Paragraph 9 herein, exclusive of any rights-of-way dedicated thereon. 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 as specified in Paragraph 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 Special Warranty Deed, in substantially the form of Exhibit B attached hereto and made a part hereof ("Special 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 Special 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 INSPECTION. Buyer shall, at Buyer's sole cost and expense, obtain an ASTM E1527-13 Phase I Environmental Site Assessment Report and, if warranted, an ASTM E1903-11 Phase II Environmental Assessment Report of the Real Property from DERM to obtain information regarding the environmental conditions at the site, and to determine the existence and extent, if any, of contamination (as defined in Section 24-5 of the Code of Miami-Dade County (the Code) and/or Chapter 62-780 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.

7. TERMINATION DUE TO ENVIRONMENTAL DEFECTS. If there are Recognized Environmental Conditions (REC) on the Real Property identified in the ASTM Phase I or Phase II Environmental Site Assessment Reports, the remediation of which would cause Buyer to incur costs that Buyer is unable or unwilling to accept, in its sole and absolute discretion, Buyer may elect to terminate this Contract by giving Seller written notice within ten (10) days of the effective date of this contract, whereupon Seller shall elect whether or not to address any such REC, by providing written notice to Buyer within ten (10) days of Buyer's notice to Seller to terminate this Contract. If Seller elects to address any such REC, then any such response action must be completed in accordance with applicable environmental regulations prior to closing. Buyer may waive all such RECs and proceed to Closing at Buyer's option without adjustment to the Purchase Price, such option to be exercised in writing within ten (10) days after Seller's notice to Buyer that Seller is unable or unwilling to address such RECs. If Seller elects not to address such RECs and Buyer does not waive such RECs, Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof.

8. BUYER'S INSPECTION PERIOD. The Buyer's inspection period shall be thirty (30) days after the effective date of this Contract, commencing at 12:00 am the day following the effective date and terminating at 11:59 pm on the thirtieth (30th) day following the effective date, provided, however, that if a Phase II Report is recommended in the updated Phase I Report and the Buyer timely and diligently pursues the undertaking of the Phase II Report, then the

Inspection Period shall be extended a hundred and twenty (120) days from the date of seller's written approval of the phase II and scope of work.

9. SURVEY. Buyer, at Buyer's sole cost and expense and not less than fifteen (15) 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 and Title Company. The date of certification shall be no more than 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 rights-of-way dedicated 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.

10. 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 Real Property, except for those necessary for any Phase II Report or 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.

11. TENANCIES. Seller further warrants and represents that at Closing, (i) there are no other agreements, oral or written, that permit the use or occupancy of any portion of the Real Property after the date of the Closing; (ii) Seller shall not enter into any agreement for 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.

12. 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.

13. 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.

14. CLOSING. The closing of this transaction shall be completed within sixty (60) days of the latter of the Effective Date of this Contract as defined in Paragraph 30, unless such sixty (60) days are 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.

15. 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. Unless otherwise provided in this contract, all time periods will be calculated in calendar days.

16. 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. Buyer represents that it has not retained a broker for this transaction and will indemnify and hold Seller harmless against any claims made by a real estate broker claiming that it represents the Buyer. The provisions of this section shall survive the closing of this transaction.

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

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

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

20. 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 no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

21. 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.

22. DISCLOSURE. Seller warrants, that to the best of Seller's Actual Current Knowledge, 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 and which are not observable to Buyer and which Buyer cannot discover during customary due diligence.

As used in this Agreement, the term "Seller's Current Actual Knowledge" means the current actual knowledge of Chris O'Brien, a Principal of Macy's, Inc., without independent investigation or inquiry and without any implied or inferred duty to make any investigation or inquiry ("Seller's Spokesperson"), it being understood by Purchaser that (a) Seller's Spokesperson is not charged with knowledge of any of the acts or omissions of predecessors in title to the Property, and (b) Seller's Current Actual Knowledge shall not apply to, or be construed to include, information or material that may be in the possession of Seller generally or incidentally, but of which Seller's Spokesperson is not actually aware. Purchaser shall have the burden of establishing such actual, present, personal knowledge in the event of any alleged breach of any representation made to Seller's Current Actual Knowledge.

23. SUCCESSORS IN INTEREST. This Contract will ensure 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by 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 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. Prior to the approval of the Contract by Buyer, either party to this Contract may terminate same and the parties shall be released from all obligations under this Contract, except those that specifically survive the termination thereof. Buyer shall provide Seller with a final notice of Effective Date when determined.

30. 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.

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

as to Buyer:

Liliana M. Blore, Real Estate Manager
Miami-Dade County, Water and Sewer Department
3071 SW 38th Ave LeJeune Rd 3rd Floor
Miami, Florida 33146
lmr@miamidade.gov
786-268-5243

Dawn M. Soper, Miami-Dade County
Internal Services Department
111 NW 1 Street, 21 Floor
Miami, FL 33128
dawn.soper@miamidade.gov
305-375-4402

as to Seller:

Chris O'Brien, Real Estate Manager, Macy's Retail Holdings, LLC
7 West Seventh Street
Cincinnati, OH 45202
chris.obrien@macys.com
513-579-7064

Kelli Kleisinger Williams, Counsel Macy's Retail Holdings, LLC
7 West Seventh Street
Cincinnati, OH 45202
kelli.williams@macys.com
513-562-6939

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

ATTEST:

By: _____
Clerk

BUYER:
MIAMI-DADE COUNTY

By: _____
County Mayor or Designee

Date: _____

SELLER:
MACY'S RETAIL HOLDINGS, LLC,
an Ohio limited liability company

By: _____
Charles P. DiGiovanna
Vice President

Date: June 16, 2021

Kelli Williams
Witness
Kelli Williams
Print

Shauna Becker
Witness
Shauna Becker
Print

STATE OF FLORIDA OHIO
COUNTY OF MIAMI-DADE Hamilton

I HEREBY CERTIFY, that on this 16 day of June, 2021 before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Charles DiGiovanna, personally known to me, or proven, by producing the following identification: Vice President to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Cincinnati in the County and State aforesaid, on this, the 16 day of June, 2021



ELIZABETH A. RENERG
Notary Public, State of Ohio
My Commission Expires
February 11, 2026
COMMISSION: 2016-RE-569044

Elizabeth A. Renger (SEAL)
Notary Public

NOTARY SEAL / STAMP

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

Approved as to form and legal sufficiency:

Assistant County Attorney

EXHIBIT "B"

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this ____ day of _____, 20____, between **MACY'S RETAIL HOLDINGS, LLC**, an Ohio limited liability company, whose address is 145 Progress Place, Cincinnati, Ohio 45246. ("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 2019 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 does fully warrant the title to said Property subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

Attachment 2

Instrument Prepared by and Return To:

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

Folio No.: A portion of 30-3109-000-0471
Department User: Miami Dade Water and Sewer Department

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this ____ day of _____, 20____, between **MACY’S RETAIL HOLDINGS, LLC**, an Ohio limited liability company, whose address is 145 Progress Place, Cincinnati, OH 45246. (“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 does fully warrant the title to said Property subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

Exhibit "A" to Special Warranty Deed

Legal Description

A Strip of land 55 feet wide and 86.99 feet deep for a pump station easement in benefit of Miami-Dade Water and Sewer Department located in the SW ¼ of Section 9, Township 53 South, Range 41 East, in Miami-Dade County, Florida, more particularly described as follows:

The West 55.00 feet of the following described Parcel 1 as said described in Official Records of Miami-Dade County, Florida: Parcel 1: Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 in Block 1 of Dupont Homesites, according to the Plat thereof, recorded in Plat Book 21, at page 65, of the Public Records of Miami-Dade County, Florida which Plat has been revoked of the recorded Deed Book 1517 at page 432 of the Public Records of Miami-Dade County, Florida and which property is now described as: Commence a point 673.15 feet West of the Southeast corner of the SW ¼ of Section 9, Township 53 South, Range 41 East; thence run North 335.89 feet to an iron pip, thence run West 25 feet for a Point of Beginning; thence continue West 311.58 feet; thence run South 86.99 feet; thence run East 311.58 feet; thence run North a distance of 86.99 feet to the Point of Beginning.

All said land lying, being and located in Miami-Dade County, Florida and containing 4783.35 square feet more or less or 0.1098 Acres more or less by calculation.