

## MEMORANDUM

Agenda Item No. 8(F)(1)

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

**DATE:** November 15, 2022

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving a Contract for Sale and Purchase between KTC SW 88 ST, LLC, as Seller, and Miami-Dade County, as Buyer, for an approximately 77,003 square foot property which is part of a larger parent tract located at the SW corner of SW 88 Street and SW 158 Avenue, Miami Florida, in the amount of \$2,862,760.00 and authorizing the expenditure of up to \$35,000.00 for closing costs, funded by Fire Impact Fees; authorizing the County Mayor to execute the Contract for Sale and Purchase, exercise any and all rights conferred therein, take all other actions necessary to effectuate said purchase and accept conveyance of property by special warranty deed; and directing the County Mayor to record such deed

Resolution No. R-1099-22

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The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Community Safety and Security Committee.



Geri Bonzon-Keenan  
County Attorney

GBK/gh

MDC001

**Date:** November 15, 2022

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

**From:** Daniella Levine Cava   
Mayor

**Subject:** Resolution Authorizing the Execution of a Contract for Sale and Purchase of two parcels of land totaling approximately 77,003 sq. ft. located at the SW Corner of SW 88 Street and SW 158 Avenue, Miami, Florida, for the Purposes of Constructing a Fire Station  
Folio Nos.: Portions of 30-5905-029-0020 & 030-5905-029-0100

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## **Summary**

This item is for the purchase of two parcels of real property adjacent to each other, described as the "North Parcel" and the "South Parcel" located at the SW Corner of SW 88 Street and SW 158 Avenue, Miami, Florida, in Commission District 11. This land will be used for the construction of a permanent fire station, to meet the needs of the residents in the surrounding area. The parcel of real property known as "North Parcel" is owned by Kendall Town Center Association, Inc. ("Association") and is comprised of 4,235 sq. ft. of vacant land. The parcel of real property known as "South Parcel" is owned by KTC SW 88 ST, LLC ("Seller") and is comprised of 72,769 sq. ft. of vacant land. The Seller and Association have represented that ownership of the North Parcel will be transferred to the Seller prior to closing and both parcels will be conveyed to the County in one Deed. The Property is a tract of vacant land within, and part of the proposed Kendall Town Center development located along the south side of North Kendall Drive/SW 88 Street between SW 158 Avenue and SW 162 Avenue in unincorporated Miami-Dade County. The purchase is for \$2,862,760, plus up to \$35,000 in closing costs for a total acquisition cost of up to \$2,897,760. The acquisition is to be managed by the Internal Services Department on behalf of Miami-Dade Fire Rescue ("MDFR").

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving the terms and authorizing the execution of a Purchase and Sale Contract for the Property containing 77,003 sq. ft. (1.77 acres) between Miami-Dade County ("Buyer"), and KTC SW 88 ST, LLC ("Seller"). More specifically, the resolution does the following:

- Authorizes the acquisition of the Property consisting of 77,003 sq. ft. located at the SW corner of SW 88 Street and SW 158 Avenue Miami, Florida (Folio Nos. Portions of 30-5905-029-0020 & 30-5905-0020-0100), as shown in Attachment 1 for the purposes of constructing a fire station ("Kendall Town Center Fire Rescue");
- Authorizes the County Mayor or County Mayor's designee to execute a Purchase and Sale Contract ("Contract") in the amount of \$2,862,760 (Attachment 2); and
- Authorizes the County Mayor or County Mayor's designee to accept the conveyance by Special Warranty Deed (Exhibit B to Attachment 2) to record the instrument of conveyance in the public records of Miami-Dade County and to exercise any and all other rights set forth in the Contract.

## **Scope**

The property is located in Commission District 11, which is represented by Commissioner Joe A. Martinez. Written notice approving the Contract was provided to the District Commissioner.

**Fiscal Impact/Funding Source**

The estimated total cost of the acquisition is \$2,897,760 which includes \$2,862,760 for the acquisition of the Property and approximately \$35,000 for closing costs. The acquisition and closing costs will be funded by Fire Impact Fees.

**Track Record/Monitor**

Idania Barroso of the Internal Services Department will be responsible for the closing of the Property, recordation of all the documents associated with the acquisition. Carlos Heredia of the Miami-Dade Fire Rescue Department Planning Section is managing the development of the fire station.

**Delegation of Authority**

This item authorizes the County Mayor or County Mayor’s designee to execute the attached Contract and to exercise any and all other rights conferred therein. This item further authorizes the County Mayor or County Mayor’s designee to take all other actions necessary to effectuate the purchase of the Property, and to accept conveyance of the Property by Special Warranty Deed substantially in the form attached to the Contract as Exhibit B.

**Background**

As a result of a series of developments forecasted in the southwest area of Miami-Dade County, along with an increase in population and traffic particularly in the vicinity of SW 88 Street and SW 167 Avenue, MDRF desires to construct a new fire station to serve the fire and medical needs of the community.

A particular development entitled Kendall Town Center agreed to sell to MDRF an approximate 1.77 acre parcel of land. The parcel of land proposed for sale is comprised of two separate parcels adjacent to each other and owned by separate entities. The parcel of real property known as “North Parcel” is owned by Kendall Town Center Association, Inc. (“Association”) and is comprised of 4,235 sq. ft. of vacant land. The parcel of real property known as “South Parcel” is owned by the Seller is comprised of 72,769 sq. ft. of vacant land. The Seller and Association have represented that ownership of the North Parcel will be transferred to the Seller prior to closing and both parcels will be conveyed to the County in one Deed.

In accordance with the requirements set forth in Section 125.355, Florida Statutes, two independent appraisals were procured by the County to determine the fair market value of the property. One appraisal dated January 11, 2022, valued the Property at \$5,000,000 (Attachment 3), and the other appraisal dated February 14, 2022, valued the Property at \$5,500,000 (Attachment 4) with an average of \$5,250,000. The negotiated purchase price of \$2,862,760 is below the average of the two “as is” market value appraisals.

Consistent with its standard practice, the Contract provides for the due diligence necessary to protect the public’s interest in the purchase, including receiving marketable and insurable title, a survey, and final inspection provisions. Furthermore, the Contract has set forth conditions in which the Seller must complete by the day of closing:

- Convey good, marketable and insurable title to the North Parcel to Buyer by Special Warranty Deed; and
- Fill both the North Parcel and South Parcel with clean fill to 9.0’ or above NGV, provide an engineer certification attesting to the completion of clean fill to 9.0’ or above; and
- Receive a tentative plat approval on the Property.

In the event the Seller is not able to satisfy the above conditions by the day of closing, the Buyer and Seller will proceed with closing the sale and purchase of the Property and \$200,000.00 of the purchase price will

Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners  
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be placed in escrow with the National Title and be held until the Seller has completed all the conditions stated above.

Early in the negotiation process the Seller informed MDFR 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 its company policy.

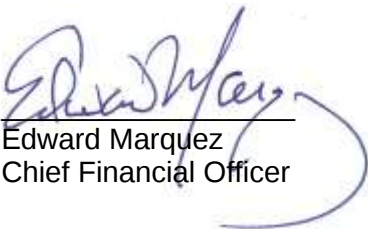
MDFR understands that a Special Warranty Deed has limited protections, as it only warrants the covenants in the deed to the time period in which the Seller owned the Property and not common practice. However, the Special Warranty Deed is a condition of closing the transaction, as set forth by the Seller. MDFR 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. MDFR has indicated that the Property is vital due to the Kendall Town Center development and recommends that the Board accept the risk associated with the Special Warranty Deed.

The site assessment and environmental due diligence has been completed, for which a "No Further Action Letter" was issued by the Miami-Dade Department of Regulatory and Economic Resources, Department of Environmental Resource Management (RER-DERM) on April 11, 2022. The site assessment concluded that there were no findings of contamination on the 1.77-acre parcel of land.

At its meeting on April 5, 2022, the Board approved a governmental facility hearing application for the Kendall Town Center Fire Rescue Station Project lying west of SW 158 Avenue and approximately 300 feet south of SW 88 Street in compliance with Section 33-303 of the Code of Miami-Dade County through Resolution No. R-27-22.

The development of the proposed Kendall Town Center Fire Rescue Station is estimated between \$6,000,000 to \$8,000,000. The Property will afford MDFR the ability to design a suitable fire station capable of accommodating the required emergency units and have ample room to add an additional emergency response unit to address the potential growth of population and businesses in the area. The ability to add an additional unit will avoid the need to acquire land for the construction of another fire station thereby resulting in a cost savings factor to the County. Additionally, the fire station will provide an essential public service to the residents of Miami-Dade County and will accommodate all essential amenities to operate a fire station, including exterior improvements such as staff and visitor parking, driveways, security fencing, trash disposal area, and landscaping. Presently, the closest fire station is Station No. 36 (Hammocks) located at 10001 Hammocks Boulevard, which would not satisfy the emergency needs of the new development.

Attachments



Edward Marquez  
Chief Financial Officer

MDC004



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 7/13/2022

| Property Information |                                                     |
|----------------------|-----------------------------------------------------|
| Folio:               | 30-5905-029-0020                                    |
| Property Address:    |                                                     |
| Owner                | KTC SW 88TH ST LLC                                  |
| Mailing Address      | 9655 S DIXIE HIGHWAY STE 300<br>MIAMI, FL 33156 USA |
| PA Primary Zone      | 6400 COMMERCIAL - CENTRAL                           |
| Primary Land Use     | 1081 VACANT LAND -<br>COMMERCIAL : VACANT LAND      |
| Beds / Baths / Half  | 0 / 0 / 0                                           |
| Floors               | 0                                                   |
| Living Units         | 0                                                   |
| Actual Area          | 0 Sq.Ft                                             |
| Living Area          | 0 Sq.Ft                                             |
| Adjusted Area        | 0 Sq.Ft                                             |
| Lot Size             | 3,042,624 Sq.Ft                                     |
| Year Built           | 0                                                   |



| Assessment Information |              |              |              |
|------------------------|--------------|--------------|--------------|
| Year                   | 2022         | 2021         | 2020         |
| Land Value             | \$30,426,240 | \$25,862,304 | \$30,426,240 |
| Building Value         | \$0          | \$0          | \$0          |
| XF Value               | \$0          | \$0          | \$0          |
| Market Value           | \$30,426,240 | \$25,862,304 | \$30,426,240 |
| Assessed Value         | \$28,448,534 | \$25,862,304 | \$30,426,240 |

| Benefits Information |                      |             |      |      |
|----------------------|----------------------|-------------|------|------|
| Benefit              | Type                 | 2022        | 2021 | 2020 |
| Non-Homestead Cap    | Assessment Reduction | \$1,977,706 |      |      |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Short Legal Description        |
|--------------------------------|
| KENDALL TOWN CENTER            |
| PB 167-035 T-21218             |
| TRACT B                        |
| LOT SIZE 69.849 AC M/L         |
| FAU 30 5905 002 0010 THRU 0250 |

| Taxable Value Information |              |              |              |
|---------------------------|--------------|--------------|--------------|
|                           | 2022         | 2021         | 2020         |
| <b>County</b>             |              |              |              |
| Exemption Value           | \$0          | \$0          | \$0          |
| Taxable Value             | \$28,448,534 | \$25,862,304 | \$30,426,240 |
| <b>School Board</b>       |              |              |              |
| Exemption Value           | \$0          | \$0          | \$0          |
| Taxable Value             | \$30,426,240 | \$25,862,304 | \$30,426,240 |
| <b>City</b>               |              |              |              |
| Exemption Value           | \$0          | \$0          | \$0          |
| Taxable Value             | \$0          | \$0          | \$0          |
| <b>Regional</b>           |              |              |              |
| Exemption Value           | \$0          | \$0          | \$0          |
| Taxable Value             | \$28,448,534 | \$25,862,304 | \$30,426,240 |

| Sales Information |              |              |                           |
|-------------------|--------------|--------------|---------------------------|
| Previous Sale     | Price        | OR Book-Page | Qualification Description |
| 12/18/2017        | \$41,837,000 | 30809-2922   | Qual by exam of deed      |

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Version:



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 7/13/2022

| Property Information |                                                               |
|----------------------|---------------------------------------------------------------|
| Folio:               | 30-5905-029-0100                                              |
| Property Address:    |                                                               |
| Owner                | KENDALL TOWN CENTER ASSN<br>INC<br>C/O THE HOWARD HUGHES CORP |
| Mailing Address      | 9655 S DIXIE HWY 300<br>MIAMI, FL 33156 USA                   |
| PA Primary Zone      | 6400 COMMERCIAL - CENTRAL                                     |
| Primary Land Use     | 1081 VACANT LAND -<br>COMMERCIAL : VACANT LAND                |
| Beds / Baths / Half  | 0 / 0 / 0                                                     |
| Floors               | 0                                                             |
| Living Units         | 0                                                             |
| Actual Area          | 0 Sq.Ft                                                       |
| Living Area          | 0 Sq.Ft                                                       |
| Adjusted Area        | 0 Sq.Ft                                                       |
| Lot Size             | 43,560 Sq.Ft                                                  |
| Year Built           | 0                                                             |



| Assessment Information |       |       |       |
|------------------------|-------|-------|-------|
| Year                   | 2022  | 2021  | 2020  |
| Land Value             | \$100 | \$100 | \$100 |
| Building Value         | \$0   | \$0   | \$0   |
| XF Value               | \$0   | \$0   | \$0   |
| Market Value           | \$100 | \$100 | \$100 |
| Assessed Value         | \$100 | \$100 | \$100 |

| Benefits Information                                                                                     |      |      |      |      |
|----------------------------------------------------------------------------------------------------------|------|------|------|------|
| Benefit                                                                                                  | Type | 2022 | 2021 | 2020 |
| Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional). |      |      |      |      |

| Short Legal Description          |
|----------------------------------|
| KENDALL TOWN CENTER              |
| PB 167-035 T-21218               |
| TRACT J (STORM WATER & CMN AREA) |
| LOT SIZE 94429 SQ FT M/L         |
| FAU 30 5905 002 0010 THRU 0250   |

| Taxable Value Information |       |       |       |
|---------------------------|-------|-------|-------|
|                           | 2022  | 2021  | 2020  |
| <b>County</b>             |       |       |       |
| Exemption Value           | \$0   | \$0   | \$0   |
| Taxable Value             | \$100 | \$100 | \$100 |
| <b>School Board</b>       |       |       |       |
| Exemption Value           | \$0   | \$0   | \$0   |
| Taxable Value             | \$100 | \$100 | \$100 |
| <b>City</b>               |       |       |       |
| Exemption Value           | \$0   | \$0   | \$0   |
| Taxable Value             | \$0   | \$0   | \$0   |
| <b>Regional</b>           |       |       |       |
| Exemption Value           | \$0   | \$0   | \$0   |
| Taxable Value             | \$100 | \$100 | \$100 |

| Sales Information |       |              |                                           |
|-------------------|-------|--------------|-------------------------------------------|
| Previous Sale     | Price | OR Book-Page | Qualification Description                 |
| 01/04/2013        | \$0   | 28458-4349   | Corrective, tax or QCD; min consideration |

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Version:

MDC006

## CONTRACT FOR SALE AND PURCHASE

**Project: Miami-Dade County Fire Station Kendall Town Center**  
**Folio No. portions of 30-5905-029-0020 & 30-5905-029-0100**

This Contract for Sale and Purchase ("Contract") is entered into as of the 22 day of JUNE, 2022, by and among MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and successors in interest ("Buyer"), whose Post Office Address is 111 N.W. 1<sup>st</sup> Street, Suite 2460, Miami, Florida 33128, KTC SW 88 ST, LLC, a Florida limited liability company, ("Seller") whose address is 9655 S. Dixie Highway, Suite 300, Miami, Florida 33156, and KENDALL TOWN CENTER ASSOCIATION INC., a Florida not-for-profit corporation (the "Association") whose address is 9655 S. Dixie Highway, Suite 300, Miami, Florida 33156.

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 those two (2) certain parcels of real property adjacent to each other, located in Miami-Dade County, Florida, which two (2) parcels of real property are respectively legally and more specifically described as the "North Parcel" and the "South Parcel" in "Exhibit A" attached hereto and incorporated herein by this reference (the "North Parcel" and the "South Parcel" collectively, the "Real Property"), 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 Property, if any (collectively, the "Property").

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the Real Property of \$2,862,760.00 (Two Million Eight Hundred Sixty-Two Thousand Seven Hundred Sixty Dollars), by wire transfer of U.S. funds. The purchase price is predicated on a site area of  $\pm 77,003$  square feet or 1.77 acres 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 8 herein, exclusive of any dedicated rights-of-way located thereon. The purchase price to be paid at Closing shall be subject to adjustments and prorations provided for herein and will be paid at Closing as specified in Paragraph 13 herein.

3. CONDITIONS. Buyer's agreement to purchase the Real Property is contingent upon the following conditions:

(i) Seller agrees to convey good, marketable and insurable title thereto at Closing by Special Warranty Deed; and

(ii) Seller's transfer of the Real Property shall be free and clear of any and all liens, encumbrances, restrictive covenants, or other interests but subject to the Permitted Exceptions, as defined below; and

(iii) Prior to the Closing of this matter, Seller shall have filed an application to legally subdivide the Real Property and shall have received a tentative plat approval; and

(iv) the Real Property shall be delivered to Buyer at Closing with utilities including water, sewer (not septic), telephone, and electricity extended to serve the Real Property in place and ready for connection; and

(v) the Real Property (the North Parcel and the South Parcel) shall be filled both with clean fill to 9.0' or above NGV, and Seller shall provide an engineer certification attesting to the completion of clean fill to 9.0' or above NGV.

Failure to comply with any of the preceding five (5) conditions, which shall be determined in the sole discretion of the Buyer, shall constitute a default under this Contract.

#### 4. INTEREST TO BE CONVEYED.

(i) Seller is the record owner of the fee simple title to the South Parcel and agrees to convey good, marketable and insurable title thereto at Closing 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 to the South Parcel as stated in this paragraph, the Buyer's sole remedy shall be to terminate this Contract.

(ii) The parties hereto acknowledge that (a) the Association is the record owner of the fee simple title to the North Parcel, (b) the Association is responsible for the existing stormwater management system currently applicable to the Real Property ("Stormwater System"), and (c) the North Parcel is currently a portion of an existing stormwater lake. The parties further acknowledge that the Association and/or Seller are seeking the modification of the Stormwater System, including, but not limited to filling existing lakes and creating new tracts for associated lakes in connection with the required permitting processes for the reconfiguration of the Stormwater System. In connection therewith, the Association hereby agrees and covenants to convey good, marketable and insurable title to North Parcel to Seller in exchange for Seller conveying to the Association such new tracts of real property for new lakes associated and required in connection with the reconfiguration of the Stormwater System. Upon Seller's acquisition of fee simple title to the North Parcel, Seller agrees to convey good, marketable and insurable title thereto in the form of Special Warranty Deed.

5. 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.

6. TITLE INSURANCE. Buyer may, at its expense, within fifteen (15) business days of the Effective Date of this Contract, obtain an ALTA Title Insurance Commitment (6/17/2006) (with Florida Modifications) from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the purchase price ("Title Commitment") and furnish a copy to the

Seller. The Title Commitment shall show a good, marketable and insurable title to the South Parcel in the Seller's name and the North Parcel in the Association's 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 Seller. Any matter reflected in the Title Commitment not so objected to by Buyer shall be deemed a "Permitted Exception." At Closing, Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from Title Company in the amount of the purchase price ("Title Policy"). In addition, the Title 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.

If Seller elects to undertake any cure, then Seller shall pay all costs and expenses related to curing any title defects affecting the Real Property, including, but not limited to, the payment of any recording fees for corrective instruments required hereunder. In the event that Seller fails to cure all title defects to the Real Property sixty (60) days after Seller's written notice to the Seller of said election, then this Contract shall be null and void and of no further force and effect and neither party shall have liability to the other and be released of all obligations hereunder except as otherwise expressly provided herein. Seller agrees to provide all affidavits and other documents as required by the Title Company.

7. ENVIRONMENTAL/HAZARDOUS MATERIALS INSPECTIONS. Buyer and Seller acknowledge and agree that the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management has determined that no further environmental assessment of the Real Property is required.

8. SURVEY. Seller shall order a current, certified boundary survey of the Real Property to be prepared by Biscayne Engineering or such other professional land surveyor licensed by the State of Florida selected by Seller ("Survey") of the Real Property described on the Sketch attached hereto as Exhibit C which shall (a) contain the definitive metes and bounds legal description of the Real Property, (b) reflect the gross acreage of the Real Property, less any dedicated right of way thereon and (c) reflect the Real Property having a minimum of 250 feet of frontage along SW 158 Avenue. Seller shall deliver the Survey to Buyer no less than sixty (60) days prior to Closing the Survey shall be certified to Buyer and Title Company. If the Survey shows any encroachment on the Real Property, or any portion thereof, or that any of the improvements on the Real Property encroaches on the land of others, the same shall be regarded as a Title Defect. Buyer shall reimburse Seller for Survey costs in an amount not to exceed \$5,000 at time of Closing.

9. RIGHT TO ENTER REAL PROPERTY. The Association and Seller 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 the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to and limited by section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by the

Association or Seller, except with the express written consent of the Association or Seller. Buyer hereby agrees to indemnify, protect and hold harmless the Association and Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract caused by Buyer in connection with such testing, subject to and limited by section 768.28, Florida Statutes. 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.

10. TENANCIES. Seller further warrants and represents that at Closing no person is living on or occupying the Real Property (or any portion thereof), or otherwise is permitted the use or occupancy of the Real Property (or any portion thereof) including by any person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, or government unit, and that (i) there are no other agreements, oral or written, that permits the use or occupancy of any portion of the Real Property; (ii) Seller shall not permit the use or occupancy of any portion of the Real Property subsequent to the date of Seller execution of this Contract; and (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. This paragraph survives the Closing of this transaction.

11. 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.

12. 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.

13. CLOSING. The closing of this transaction ("Closing") shall be completed within ninety (90) days of the Effective Date of this Contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of Closing shall be mutually agreed to by Buyer and Seller. In the event Seller is not able to satisfy the conditions in subclauses (i), (ii), and (iii) below by the day of Closing, Buyer and Seller shall proceed with closing the sale and purchase of the Property and \$200,000.000 of the purchase price ("Escrowed Funds") shall be deposited with the Title Company at Closing and shall be held in escrow until such time Seller has completed all of the following conditions:

(i) conveyed good, marketable and insurable title to the North Parcel to Buyer by Special Warranty Deed; and

(ii) filled both the North Parcel and South Parcel with clean fill to 9.0' or above NGV, provide an engineer certification attesting to the completion of clean fill to 9.0' or above NGV; and

(iii) received a tentative plat approval on the Real Property.

In the event the conditions set forth in the preceding subclauses (i), (ii) and (iii) (the "Conditions") are not satisfied on or before the date that is one (1) year from the Effective Date ("Post Closing Deadline"), Seller at its option, shall either: (1) extend the Post Closing Deadline in installments of additional ninety (90) days each provided (a) Seller is using good faith and commercially reasonable efforts to satisfy the Conditions, and (b) such extensions donot to exceed 360 days in the aggregate; or (2) terminate this Contract whereupon the Escrowed Funds shall be released to Buyer and thereafter both Buyer and Seller shall be released of all obligations hereunder unless otherwise specifically provided herein.

Upon satisfaction of the conditions set forth in the preceding subclauses (i) and (ii), the Escrowed Funds shall be released to Seller.

14. POST CLOSING PLAT. Buyer acknowledges that Seller is currently in the process of replatting the Real Property and other adjacent real property and as material inducement to Seller to enter into this Contract, Buyer agrees to fully cooperate with Seller in its attempt to obtain approval of a subdivision plat through the tentative plat and final plat process with the applicable governmental or quasi-governmental entities or agencies, including, but not limited to, executing all necessary applications, and appearing at meetings with governmental agencies. The provisions of this Paragraph 14 shall survive the Closing.

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. All time periods will be calculated in business 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. This provision survives the termination or expiration of this Contract, as well as the Closing.

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

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

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

20. POSSESSION. Seller shall deliver possession of the Real Property with the conditions set forth in Paragraph 3 to the Buyer at Closing.

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

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

23. **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.

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.

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 (i) the Miami-Dade County Board of County Commissioners ("Board"); and (ii) Board approval of a Governmental Facility Hearing pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable; provided, however, that such Board approval shall not be effective until the earlier of: a) the date the Mayor of Miami-Dade County indicates approval of such Commission action or b) the lapse of ten (10) days without the Mayor's veto (the "Effective

Date”). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor’s veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract.

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. COUNTERPARTS. This Contract may be executed in counterparts by each party on a separate but identical counterpart, each of which, when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

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

as to Buyer:

Idania Barroso, Real Estate Officer  
Miami-Dade County, Internal Services Department  
111 NW 1<sup>st</sup> Street, 21<sup>st</sup> Floor  
Miami, Florida 33128  
Idania.Barroso@miamidade.gov

With a copy to:

Carlos Heredia, Real Estate Manager  
Miami Dade Fire Rescue Department  
9300 NW 41 Street  
Doral, Florida 33178  
carlos.heredia@miamidade.gov

as to Seller or the Association:

Josh Rodstein  
KTC SW 88<sup>th</sup> Street, LLC  
9655 S. Dixie Highway, Suite 300  
Miami, Fl. 33156  
Jrodstein@naimiami.com

With a copy to:

Jeffrey Bercow  
Bercow Radell Fernandez Larkin & Tapanes PLLC  
200 S. Biscayne Blvd., Suite 300

Miami, FL 33131  
jbercow@brzoninglaw.com

With a copy to:

Duane Morris LLP  
201 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131  
Attention: Jay Steinman  
jsteinman@duanemorris.com  
Attention: Ralph Moreno  
rgmoreno@duanemorris.com

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

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

ATTEST:

BUYER:

MIAMI-DADE COUNTY

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

By: \_\_\_\_\_  
Daniella Levine Cava,  
County Mayor

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

SELLER:

KTC SW 88 ST, LLC

By: H Josh Rodstein  
Print: H Josh Rodstein  
Title: MGK

Date: 6/22/22

Sue Prego  
Witness  
Print

Adriana Cuartas  
Witness  
Print

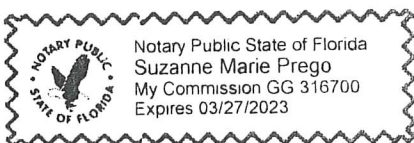
STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of June, 2022, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, H Josh Rodstein, personally known to me, or proven, by producing the following identification: \_\_\_\_\_ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at \_\_\_\_\_, in the County and State aforesaid, on this, the 22<sup>nd</sup> day of June, 2022

Sue Prego (SEAL)  
Notary Public

NOTARY SEAL / STAMP



Print Name \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission expires \_\_\_\_\_

Witness

Print

Witness

Print

STATE OF FLORIDA )

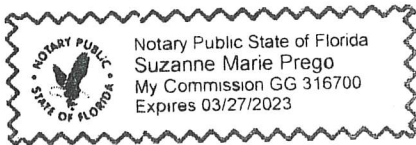
COUNTY OF MIAMI-DADE )

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of June, 2022, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, H. Josh Rodstein, personally known to me, or proven, by producing the following identification: \_\_\_\_\_ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at \_\_\_\_\_, in the County and State aforesaid, on this, the 22<sup>nd</sup> day of June, 2022.

Notary Public

NOTARY SEAL / STAMP



Approved as to form and legal sufficiency:

Assistant County Attorney

ASSOCIATION:

KENDALL TOWN CENTER  
ASSOCIATION INC.

By:

Print:

Title:

Date:

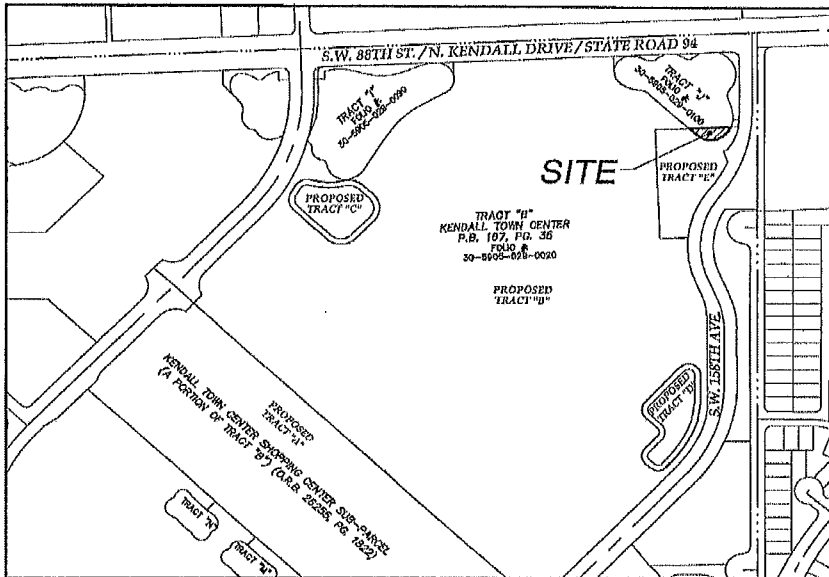
Print Name

Notary Public, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**OF REAL PROPERTY**

**NorthParcel:**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |                                                                                                                                        |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>SKETCH TO ACCOMPANY<br/>LEGAL DESCRIPTION</b><br>KENDALL TOWN CENTER, P.B. 167, PG. 35, LYING IN THE N/E<br>1/4 SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST,<br>MIAMI-DADE COUNTY, FLORIDA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                                                                        |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           | <br><b>LOCATION<br/>SKETCH<br/>SCALE</b><br>1"=500' |                 |
| <p><b>NOTES:</b></p> <ol style="list-style-type: none"><li>1. THIS INSTRUMENT IS INTENDED TO DESCRIBE THE LIMITS OF A PORTION OF TRACT "J" WITHIN THE PROPOSED TRACT "E". THE LIMITS OF THE LEGAL DESCRIPTION WERE DETERMINED BY INSTRUCTIONS PROVIDED BY CLIENT.</li><li>2. THE LOCATION OF THE PROPOSED TRACT "E" (FIRE STATION PARCEL), SHOWN HEREON, IS BASED ON THE SKETCH TO ACCOMPANY LEGAL DESCRIPTION PREPARED BY BISCAYNE ENGINEERING, DRAWING NUMBER 2327-SS-07, B.E.C. ORDER 03-87218.</li><li>3. THIS IS NOT A SURVEY. EASEMENTS AND/OR RESTRICTIONS OF RECORD ARE NOT SHOWN HEREON. IMPROVEMENTS AND UTILITY LOCATIONS WERE NOT LOCATED IN THE FIELD.</li><li>4. THIS SITE LIES IN SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.</li><li>5. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST, HAVING A BEARING OF S00°02'53"W.</li><li>6. THIS PARCEL FORMS A CLOSED GEOMETRIC FIGURE.</li></ol> <p>THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.</p> |           |                                                                                                                                        |                 |
| <p style="text-align: center;"><b>SURVEYOR'S CERTIFICATE:</b></p> <p>I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.</p> <p>NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</p> <p>BISCAYNE ENGINEERING COMPANY, INC.<br/>529 WEST FLAGLER STREET, MIAMI, FL. 33130<br/>(305)-324-7671<br/>STATE OF FLORIDA DEPARTMENT OF AGRICULTURE LD-0000129</p> <p style="text-align: right;">Digitally signed by<br/>Alberto J Rabionet<br/>Date: 2022.04.22<br/>11:42:46 -04'00'</p> <p style="text-align: center;"><br/><i>Alberto J. Rabionet</i></p> <p>ALBERTO J. RABIONET, PSM, FOR THE FIRM<br/>PROFESSIONAL SURVEYOR AND MAPPER NO. 7210<br/>STATE OF FLORIDA</p>                     |           |                                                                                                                                        |                 |
| DRAWING No. 2628-SS-16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           | BY<br>A.J.R.                                                                                                                           | FIELD BOOK: N/A |
| PROJECT: PORTION OF TRACT "J"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           | THIS IS NOT A<br>BOUNDARY SURVEY                                                                                                       |                 |
| DATE:<br>4-19-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | REV DATE: | BEG ORDER #<br>03-87330                                                                                                                | SHEET<br>1 OF 3 |
| DRAWN BY CLIENT<br>E.L. NAI MIAMI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                                                                                                                        |                 |
|  <b>BISCAYNE<br/>ENGINEERING</b><br>SURVEYORS<br>ENGINEERS<br>PLANNERS<br>• SINCE 1808 •                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           | 529 W. FLAGLER ST, MIAMI, FL 33130<br>TEL. (305) 324-7671                                                                              |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           | 449 NW 35TH ST, BOCA RATON, FL 33431<br>TEL. (561) 609-2329                                                                            |                 |
| E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |                                                                                                                                        |                 |

# **SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

KENDALL TOWN CENTER, P.B. 167, PG. 35, LYING IN THE N/E  
1/4 SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST,  
MIAMI-DADE COUNTY, FLORIDA



SCALE 1" = 80'

**S.W. 88TH ST / N. KENDALL DR. /**  
**S.R. 94**

P.O.C.  
N.E. CORNER OF  
SEC. 5-55-39

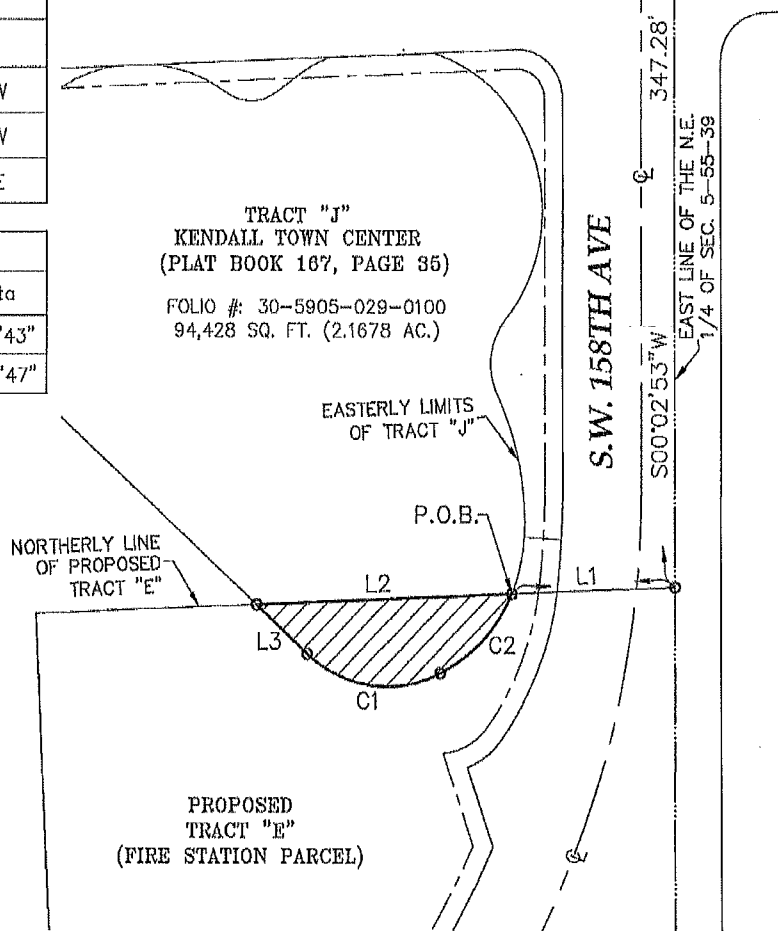
| Line Table |         |             |
|------------|---------|-------------|
| Line #     | Length  | Direction   |
| L1         | 89.58'  | S87°43'13"W |
| L2         | 139.49' | S87°43'13"W |
| L3         | 37.71'  | S48°04'51"E |

| Curve Table |        |        |           |
|-------------|--------|--------|-----------|
| Curve #     | Length | Radius | Delta     |
| C1          | 77.48' | 65.00' | 68°17'43" |
| C2          | 57.45' | 83.23' | 39°32'47" |

**ABBREVIATIONS:**  
 B.E.C. = BISCAYNE ENGINEERING COMPANY  
 AC. = ACRES  
 DR. = DRIVE  
 E. = EAST  
 ELEV. = ELEVATION  
 U.E. = UTILITY EASEMENT  
 N. = NORTH  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 S. = SOUTH  
 W. = WEST  
 CL = CENTER LINE  
 SEC. 5-55-39 = SECTION 5, TOWNSHIP 55  
 SOUTH, RANGE 39 EAST  
 SQ. FT. = SQUARE FEET

| LINE TYPES    |           |
|---------------|-----------|
| CENTER LINE   | — — — — — |
| EASEMENT LINE | - - - - - |
| BOUNDARY LINE | =====     |
| SECTION LINE  | .....     |

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
IS VALID ONLY WHEN ALL SHEETS ARE COMBINED,  
FORMING THE COMPLETE DOCUMENT.



|                                                                             |           |                                                      |                 |                                                            |                     |                                                              |  |
|-----------------------------------------------------------------------------|-----------|------------------------------------------------------|-----------------|------------------------------------------------------------|---------------------|--------------------------------------------------------------|--|
| DRAWING No. 2628-SS-16                                                      |           | BY<br>A.J.R.                                         |                 | FIELD BOOK: N/A                                            |                     | THIS IS NOT A                                                |  |
| PROJECT: PORTION OF TRACT "J"                                               |           |                                                      |                 |                                                            |                     | BOUNDARY SURVEY                                              |  |
| DATE:<br>4-19-2022                                                          | REV DATE: | BEC ORDER #<br>03-87330                              | SHEET<br>2 OF 3 | DRAWN BY<br>E.L.                                           | CLIENT<br>NAI MIAMI |                                                              |  |
| <b>BISCAYNE ENGINEERING</b>                                                 |           | SURVEYORS<br>ENGINEERS<br>PLANNERS<br>• SINCE 1990 • |                 | 529 W. FLAGLER ST., MIAMI, FL 33130<br>TEL. (305) 324-7671 |                     | 449 NW 35TH ST., BOCA RATON, FL 33431<br>TEL. (561) 609-2329 |  |
| E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM |           |                                                      |                 |                                                            |                     |                                                              |  |

# **SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

KENDALL TOWN CENTER, P.B. 167, PG. 35, LYING IN THE N/E  
1/4 SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST,  
MIAMI-DADE COUNTY, FLORIDA

## **LEGAL DESCRIPTION:**

THAT PORTION OF TRACT "J" OF THE PLAT OF KENDALL TOWN CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167, AT PAGE 35 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND LYING IN THE NE 1/4 OF SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST; THENCE S00°02'53"W, ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 5, A DISTANCE OF 347.28 FEET; THENCE S87°43'13"W A DISTANCE OF 89.58 FEET TO THE INTERSECTION OF THE EASTERLY LIMITS OF SAID TRACT "J" WITH THE NORTHERLY LINE OF THE PROPOSED TRACT "E" OF KENDALL TOWN CENTER REDEVELOPMENT, ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S87°43'13"W, ALONG SAID NORTHERLY LINE OF PROPOSED TRACT E, A DISTANCE OF 139.49 FEET; THENCE S48°04'51"E A DISTANCE OF 37.71 FEET TO A POINT OF INTERSECTION WITH A CIRCULAR CURVE CONCAVE TO THE NORTH AND HAVING AS ITS ELEMENTS A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 68°17'43"; THENCE RUN SOUTHEASTERLY AND EASTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE OF 77.48 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING AS ITS ELEMENTS A RADIUS OF 83.23 FEET AND A CENTRAL ANGLE OF 39°32'47"; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE OF 57.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,235 SQUARE FEET (0.097 ACRES) MORE OR LESS.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
IS VALID ONLY WHEN ALL SHEETS ARE COMBINED,  
FORMING THE COMPLETE DOCUMENT.

|                                                                                                                                      |           |                                                             |                 |                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------------------------|-----------------|-----------------------------------------------------------|
| DRAWING No. 2628-SS-16                                                                                                               |           | BY<br>A.J.R.                                                | FIELD BOOK:N/A  | THIS IS NOT A                                             |
| PROJECT: PORTION OF TRACT "J"                                                                                                        |           | BOUNDARY SURVEY                                             |                 |                                                           |
| DATE:<br>4-19-2022                                                                                                                   | REV DATE: | BEC ORDER #<br>03-87330                                     | SHEET<br>3 OF 3 | DRAWN BY/CLIENT<br>E.L. NAI MIAMI                         |
|  <b>BISCAYNE</b><br>ENGINEERING<br>• SINCE 1999 • |           | SURVEYORS<br>ENGINEERS<br>PLANNERS                          |                 | 529 W. FLAGLER ST, MIAMI, FL 33130<br>TEL. (305) 324-7671 |
|                                                                                                                                      |           | 449 NW 35TH ST, BOCA RATON, FL 33431<br>TEL. (561) 609-2329 |                 |                                                           |
| E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM                                                          |           |                                                             |                 |                                                           |

**South Parcel:**

## SKETCH TO ACCOMPANY LEGAL DESCRIPTION

KENDALL TOWN CENTER, P.B. 167, PG. 35, LYING IN THE N/E  
1/4 SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST,  
MIAMI-DADE COUNTY, FLORIDA

N  
BISCAYNE ENGINEERING

LOCATION  
SKETCH  
SCALE  
1"=500'

THE OFFICIAL RECORD OF THIS  
SHEET IS THE ELECTRONIC FILE  
DIGITALLY SIGNED AND SEALED  
UNDER RULE 6J-17-062, F.A.C.

THIS ITEM HAS BEEN DIGITALLY  
SIGNED. PRINTED COPIES OF THIS  
DOCUMENT ARE NOT CONSIDERED  
SIGNED AND SEALED AND THE  
SIGNATURE MUST BE VERIFIED ON  
ANY ELECTRONIC COPIES.

**NOTES:**

1. THIS INSTRUMENT IS INTENDED TO DESCRIBE THE LIMITS OF A PORTION OF THE PROPOSED TRACT "E". THE LIMITS OF THE LEGAL DESCRIPTION WERE DETERMINED BY INSTRUCTIONS PROVIDED BY CLIENT.
2. THE LOCATION OF THE PROPOSED TRACT "E" (FIRE STATION PARCEL), SHOWN HEREON, IS BASED ON THE SKETCH TO ACCOMPANY LEGAL DESCRIPTION PREPARED BY BISCAYNE ENGINEERING, DRAWING NUMBER 2327-SS-07, B.E.C. ORDER 03-87216.
3. THIS IS NOT A SURVEY. EASEMENTS AND/OR RESTRICTIONS OF RECORD ARE NOT SHOWN HEREON. IMPROVEMENTS AND UTILITY LOCATIONS WERE NOT LOCATED IN THE FIELD.
4. THIS SITE LIES IN SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST, HAVING A BEARING OF S00°02'53"W.
6. THIS PARCEL FORMS A CLOSED GEOMETRIC FIGURE.

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

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

BISCAYNE ENGINEERING COMPANY, INC.  
529 WEST FLAGLER STREET, MIAMI, FL. 33130  
(305)-324-7671  
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE LB-0000129

Digitally signed by  
Alberto J Rabionet  
Date: 2022.05.12  
19:17:38 -04'00'

ALBERTO J. RABIONET, PSM, FOR THE FIRM  
PROFESSIONAL SURVEYOR AND MAPPER NO. 7218  
STATE OF FLORIDA

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
IS VALID ONLY WHEN ALL SHEETS ARE COMBINED,  
FORMING THE COMPLETE DOCUMENT.

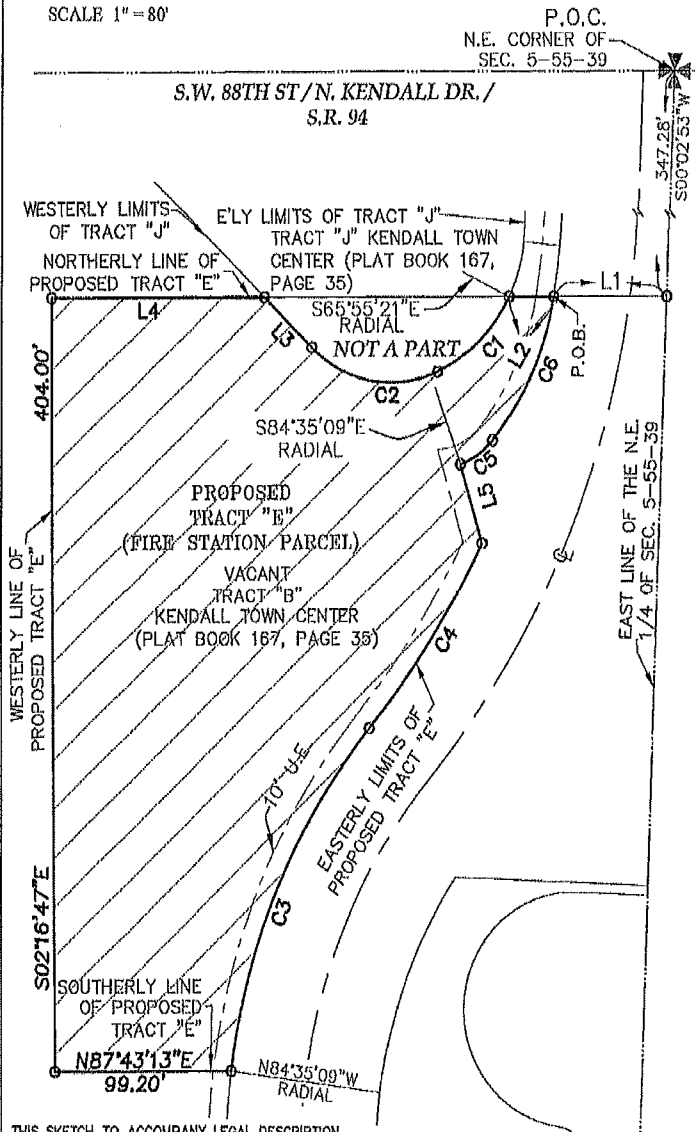
|                                                                                            |           |                                                                             |                 |                                                             |  |
|--------------------------------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------|-----------------|-------------------------------------------------------------|--|
| DRAWING No. 2628-SS-16                                                                     |           | BY<br>A.J.R.                                                                | FIELD BOOK: N/A | THIS IS NOT A<br>BOUNDARY SURVEY                            |  |
| PROJECT: PORTION OF TRACT "B"                                                              |           |                                                                             |                 |                                                             |  |
| DATE:<br>4-19-2022                                                                         | REV DATE: | BEC ORDER #<br>03-87348                                                     | SHEET<br>1 OF 3 | DRAWN BY CLIENT<br>O.H. NAI MIAMI                           |  |
| <p><b>BISCAYNE ENGINEERING</b><br/>SURVEYORS<br/>ENGINEERS<br/>PLANNERS<br/>SINCE 1988</p> |           | 529 W. FLAGLER ST, MIAMI, FL 33130<br>TEL. (305) 324-7671                   |                 | 449 NW 35TH ST, BOCA RATON, FL 33431<br>TEL. (561) 609-2329 |  |
|                                                                                            |           | E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM |                 |                                                             |  |



## SKETCH TO ACCOMPANY LEGAL DESCRIPTION

KENDALL TOWN CENTER, P.B. 167, PG. 35, LYING IN  
THE N/E 1/4 SECTION 5, TOWNSHIP 55 SOUTH, RANGE  
39 EAST, MIAMI-DADE COUNTY, FLORIDA

SCALE 1" = 80'



| Line # | Length  | Direction   |
|--------|---------|-------------|
| L1     | 64.39'  | S87°43'13"W |
| L2     | 25.19'  | S87°43'13"W |
| L3     | 37.71'  | N48°04'51"W |
| L4     | 120.22' | S87°43'13"W |
| L5     | 43.00'  | N18°26'42"W |

| Curve Table |         |         |           |
|-------------|---------|---------|-----------|
| Curve #     | Length  | Radius  | Delta     |
| C1          | 57.45'  | 83.23'  | 39°32'47" |
| C2          | 77.48'  | 65.00'  | 68°17'43" |
| C3          | 198.37' | 343.00' | 33°08'12" |
| C4          | 116.50' | 457.00' | 14°36'22" |
| C5          | 22.31'  | 42.00'  | 30°25'52" |
| C6          | 83.77'  | 157.00' | 30°34'12" |

ABBREVIATIONS:  
B.E.C. = BISCAYNE ENGINEERING  
COMPANY  
AC. = ACRES  
DR. = DRIVE  
E. = EAST  
ELEV. = ELEVATION  
U.E. = UTILITY EASEMENT  
N. = NORTH  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
S. = SOUTH  
W. = WEST  
C. = CENTER LINE  
SEC. 5-55-39 = SECTION 5,  
TOWNSHIP 55 SOUTH, RANGE  
39 EAST  
SQ. FT. = SQUARE FEET

| LINE TYPES    |           |
|---------------|-----------|
| CENTER LINE   | —————     |
| EASEMENT LINE | - - - - - |
| BOUNDARY LINE | =====     |
| SECTION LINE  | =====     |

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
IS VALID ONLY WHEN ALL SHEETS ARE COMBINED,  
FORMING THE COMPLETE DOCUMENT.

|                                                                                                                    |           |                                                      |                 |                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DRAWING No. 2628-SS-16                                                                                             |           | BY<br>A.J.R.                                         | FIELD BOOK: N/A | THIS IS NOT A                                                                                                                                                                                           |
| PROJECT: PORTION OF TRACT "B"                                                                                      |           | BOUNDARY SURVEY                                      |                 |                                                                                                                                                                                                         |
| DATE:<br>4-19-2022                                                                                                 | REV DATE: | BEC ORDER #<br>03-07348                              | SHEET<br>2 OF 3 | DRAWN BY/CLIENT<br>O.H. NAI MIAMI                                                                                                                                                                       |
|  <b>BISCAYNE</b><br>ENGINEERING |           | SURVEYORS<br>ENGINEERS<br>PLANNERS<br>• SINCE 1908 • |                 | 529 W. FLAGLER ST, MIAMI, FL 33130<br>TEL. (306) 324-7671<br>449 NW 35TH ST, BOCA RATON, FL 33431<br>TEL. (561) 609-2329<br>E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM |

## SKETCH TO ACCOMPANY LEGAL DESCRIPTION

KENDALL TOWN CENTER, P.B. 167, PG. 35, LYING IN THE N/E  
1/4 SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST,  
MIAMI-DADE COUNTY, FLORIDA

### LEGAL DESCRIPTION:

THAT PORTION OF TRACT "B" OF THE PLAT OF KENDALL TOWN CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167, AT PAGE 35 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND LYING IN THE NE 1/4 OF SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST; THENCE S00°02'53"W, ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 5, A DISTANCE OF 347.28 FEET; THENCE S87°43'13"W A DISTANCE OF 64.39 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S87°43'13"W, ALONG THE NORTHERLY LINE OF THE PROPOSED TRACT "E" OF KENDALL TOWN CENTER REDEVELOPMENT, A DISTANCE OF 25.19 FEET TO THE INTERSECTION OF SAID THE NORTHERLY LINE WITH THE EASTERLY LIMITS OF TRACT "J" OF SAID PLAT OF KENDALL TOWN CENTER, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING AS ITS ELEMENTS A RADIUS OF 83.23 FEET AND A CENTRAL ANGLE OF 39°32'47", A RADIAL LINE THROUGH SAID POINT BEARS S65°55'21"E; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE OF 57.45 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING AS ITS ELEMENTS A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 68°17'43"; THENCE RUN SOUTHWESTERLY AND NORTHWESTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE OF 77.48 FEET; THENCE N48°04'51"W, A DISTANCE OF 37.71 FEET TO THE INTERSECTION OF SAID NORTHERLY LINE OF THE PROPOSED TRACT "E" WITH THE WESTERLY LIMITS OF SAID TRACT "J"; THENCE S87°43'13"W, ALONG SAID NORTHERLY LINE OF THE PROPOSED TRACT "E", A DISTANCE OF 120.22 FEET; THENCE S02°16'47"E, ALONG WESTERLY LINE OF THE PROPOSED TRACT "E", A DISTANCE OF 404.00 FEET; THENCE N87°43'13"E, ALONG THE SOUTHERLY LINE OF THE PROPOSED TRACT "E", A DISTANCE OF 99.20 FEET TO A POINT OF INTERSECTION WITH A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING AS ITS ELEMENTS A RADIUS OF 343.00 FEET AND A CENTRAL ANGLE OF 33°08'12", A RADIAL LINE THROUGH SAID POINT BEARS N84°35'09"W; THENCE ALONG THE EASTERLY LIMITS OF PROPOSED TRACT "E" FOR THE FOLLOWING FIVE (5) CALLS, (1) ALONG SAID CURVE, FOR AN ARC DISTANCE OF 198.37 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING AS ITS ELEMENTS A RADIUS OF 457.00 FEET AND A CENTRAL ANGLE OF 14°36'22"; (2) THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE OF 116.50 FEET; (3) THENCE N18°26'42"W, A DISTANCE OF 43.00 FEET TO A POINT OF INTERSECTION WITH A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING AS ITS ELEMENTS A RADIUS OF 42.00 FEET AND A CENTRAL ANGLE OF 30°25'52", A RADIAL LINE THROUGH SAID POINT BEARS S84°35'09"E; (4) THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE OF 22.31 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING AS ITS ELEMENTS A RADIUS OF 157.00 FEET AND A CENTRAL ANGLE OF 30°34'12"; (5) THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE 83.77 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 72,769 SQUARE FEET (1.671 ACRES) MORE OR LESS.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
IS VALID ONLY WHEN ALL SHEETS ARE COMBINED,  
FORMING THE COMPLETE DOCUMENT.

|                                                                                                                                                |           |                                                                                                                                                                                                         |                 |                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|
| DRAWING No. 2628-SS-16                                                                                                                         |           | BY<br>A.J.R.                                                                                                                                                                                            | FIELD BOOK: N/A | THIS IS NOT A                     |
| PROJECT: PORTION OF TRACT "B"                                                                                                                  |           | BOUNDARY SURVEY                                                                                                                                                                                         |                 |                                   |
| DATE:<br>4-19-2022                                                                                                                             | REV DATE: | BEC ORDER #<br>03-87348                                                                                                                                                                                 | SHEET<br>3 OF 3 | DRAWN BY CLIENT<br>O.H. NAI MIAMI |
|  <b>BISCAYNE</b><br>ENGINEERS<br>PLANNERS<br>• SINCE 1998 • |           | 529 W. FLAGLER ST, MIAMI, FL 33130<br>TEL. (305) 324-7671<br>449 NW 35TH ST, BOCA RATON, FL 33431<br>TEL. (561) 609-2329<br>E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM |                 |                                   |

**North Parcel and South Parcel (collectively the Real Property) are legally described as:**

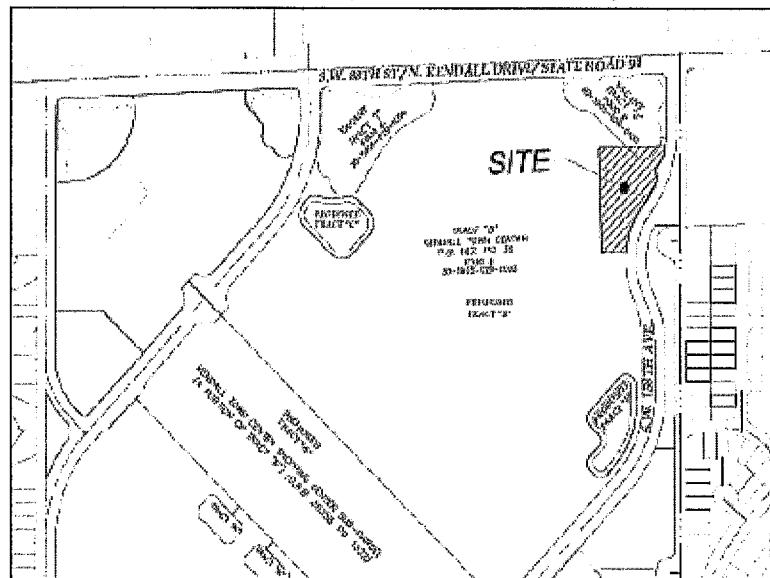
That portion of Tracts "B" and "J" of the plat of KENDALL TOWN CENTER, according to the plat thereof as recorded in Plat Book 167, at Page 35 of the Public Records of Miami-Dade County, Florida, and lying in the NE 1/4 of Section 5, Township 55 South, Range 39 East, being more particularly described as follows:

Commencing at the NE Corner of the NE 1/4 of said Section 5, Township 55 South, Range 39 East, said point also lying 69.00 feet North of and parallel to the South Right of Way line of S.W. 88th Street / North Kendall Drive / State Road 94; thence S 87°43'15" W along the North Line of said NE 1/4 of Section 5, a distance of 363.39 feet to a point; thence departing said North Line of the NE 1/4 of Section 5, S02°16'47"E a distance of 347.00 feet to the POINT OF BEGINNING of the herein described parcel of land; thence continue S02°16'47"E a distance of 404.00 feet; thence N87°43'13"E a distance of 99.20 feet to a point of curvature with a non-tangent curve concave to the Southeast said point having a radial bearing of S84°35'09"E, and having for its elements a radius of 343.00 feet and a central angle of 33°08'12", said point also lies on the Westerly Right of Way line of SW 158th Avenue as shown on said plat of KENDALL TOWN CENTER, according to the plat thereof as recorded in Plat Book 167, at Page 35 of the Public Records of Miami-Dade County, Florida, the following five (5) courses: run Northerly along said Westerly Right of Way line of SW 158th Avenue; (1) thence Northeasterly along said curve for an arc distance of 198.37 feet to a point of reverse curvature of a circular curve concave to the Northwest, said curve having for its elements a radius of 457.00 feet and a central angle of 14°36'22"; (2) thence Northeasterly along said curve for an arc distance of 116.50 feet to a point of non-tangency; (3) thence N18°26'42"W, a distance of 43.00 feet to the point of curvature with a non-tangent curve concave to the Northwest, said point having a radial bearing of N21°26'48"W, and having for its elements a radius of 42.00 feet and a central angle of 30°25'52"; (4) thence Northeasterly along said curve for an arc distance of 22.31 feet to a point of curvature of a circular compound curve concave to the northwest and having for its elements a radius of 157.00 feet and a central angle of 30°34'12"; (5) thence Northeasterly along said curve for an arc distance of 83.77 feet to a point of non-tangency; thence depart said Westerly Right of Way line of SW 157th Avenue S87°43'13"W through portions of Tracts "B" and "J" and "B", a distance of 284.90 feet to the POINT OF BEGINNING.

Containing {77,003} square feet {1.77} acres more or less.

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

KENDALL TOWN CENTER, P.B. 167, PG. 35, LYING IN  
THE N/E 1/4 SECTION 5, TOWNSHIP 55 SOUTH,  
RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA



## ABBREVIATIONS

B.C. = BISCAYNE ENGINEERING COMPANY  
 AC = ACRES  
 BM = BENCHMARK  
 E = EAST  
 BE = BENTON  
 HE = HILLY EXHIBIT  
 M = MOUTH  
 P.O. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMPLETION  
 S = SOUTH  
 W = WEST  
 L = CENTER LINE  
 SD = SECTION 5, TOWNSHIP 55,  
 RANGE 39  
 32 FT = 32.00 FEET

## LINE TYPES

CENTER LINE ————  
 EXHIBIT LINE ————  
 BENTON LINE ————  
 SECTION LINE ————

THIS IS NOT A  
BOUNDARY SURVEY

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY PERSONAL CHARGE AND CONTROL, AND THAT I AM A LICENSED SURVEYOR AND MAPPER IN THE STATE OF FLORIDA, AND THAT I AM NOT PROVIDING THE SERVICE OF A PROFESSIONAL SURVEYOR AND MAPPER IN VIOLATION OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 400 OF THE FLORIDA STATUTES.

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

BISCAYNE ENGINEERING COMPANY, INC.  
 325 WEST FLAGLER STREET, MIAMI, FL 33130  
 305-324-7671  
 STATE OF FLORIDA DEPARTMENT OF AGRICULTURE  
 LD-0000125

DRAWN DATE: 10-18-2021

**DRAFT**

SEAL OF THE SURVEYOR AND MAPPER NO. 5237  
 STATE OF FLORIDA

|                                                                                                                                                                                |           |                                                                |                 |                                                                                                                                           |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------|--|
| DRAWING No. 2327-SS-07                                                                                                                                                         |           |                                                                |                 | FIELD BOOK: N/A                                                                                                                           |  |
| PROJECT: PORTION OF TRACT "B" & TRACT "J"                                                                                                                                      |           |                                                                |                 |                                                                                                                                           |  |
| DATE:<br>10-18-2021                                                                                                                                                            | REV DATE: | RECORD #:<br>03-XXXX                                           | SHEET<br>1 OF 2 | DRAWN BY/CLIENT<br>P.M. NAT MIAMI                                                                                                         |  |
|  <b>BISCAYNE ENGINEERING</b><br><small>1800 S. 10th St., Suite 100, Miami, FL 33130</small> |           | SURVEYORS<br>CHAS. J. BISCAYNE<br>PLANNERS<br>1800 S. 10th St. |                 | 529 W. FLAGLER ST., MIAMI, FL 33130<br>TEL. (305) 324-7671<br>E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM |  |
|                                                                                                                                                                                |           | 440 NW 36TH ST., BOCA RATON, FL 33431<br>TEL. (561) 608-2329   |                 |                                                                                                                                           |  |

# **SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

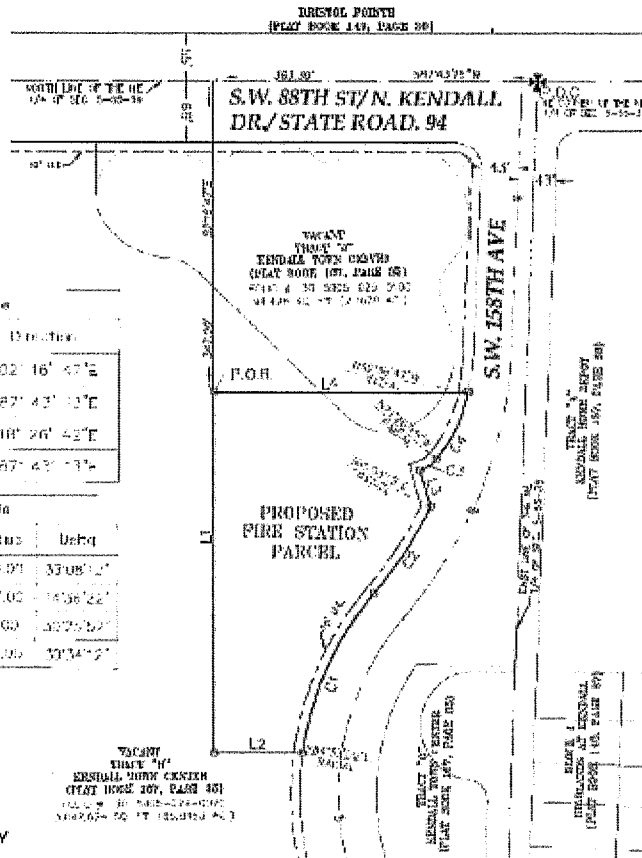
KENDALL TOWN CENTER, P.B. 167, PG. 35, LYING IN  
THE N/E 1/4 SECTION 5, TOWNSHIP 55 SOUTH,  
RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA



| Line Table |        |             |
|------------|--------|-------------|
| Line #     | Length | Bearing     |
| L1         | 404.00 | S02°16'47"E |
| L2         | 99.00  | N87°43'13"E |
| L3         | 43.00  | S08°26'43"E |
| L4         | 244.00 | N87°43'13"E |

| Curve Table |        |        |           |
|-------------|--------|--------|-----------|
| Curve #     | Length | Radius | Delta     |
| C1          | 193.33 | 344.00 | 33°08'12" |
| C2          | 116.00 | 457.00 | 14°06'22" |
| C3          | 22.51  | 43.00  | 33°25'57" |
| C4          | 85.77  | 167.00 | 30°34'12" |

THIS IS NOT A  
BOUNDARY SURVEY



DRAWING No. 2327-SS-07

FIELD BOOK: N/A

PROJECT: PORTION OF TRACT "B" & TRACT "J"

DATE: 10-19-2021 REV DATE: 03-XXXX SHEET: 2 OF 2 DRAWN BY CLIENT: NAI MIAMI

**BISCAYNE**  
ENGINEERING

SURVEYORS  
ENGINEERS  
PLANNERS  
SINCE 1928

529 W. FLAGLER ST. MIAMI, FL 33130

TEL. (305) 324-7871

E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM

449 NW 35TH ST. BOCA RATON, FL 33431

TEL. (561) 600-2320

**EXHIBIT "B"**

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **KTC SW 88 ST, LLC**, whose address is 9655 S. Dixie Highway, Suite 300, Miami, Florida, 33156 ("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 2022 and subsequent years; zoning and other regulatory laws and ordinances affecting the Property; those matters that would be disclosed by an accurate survey of the Property; and easements, reservations, restrictions, rights of way, and other matters of record, if any, without the intent to reimpose or reinstate same hereby.

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

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

**AND** the Grantor hereby covenants with said Grantee that it is lawfully seized of the Property hereby conveyed in fee simple; that it has good right and lawful authority to sell and convey said Property; that it hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

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

Signed, sealed and delivered  
in the presence of:

GRANTOR:

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

KTC SW 88 ST, LLC, a Florida limited  
liability corporation

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

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

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

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

STATE OF \_\_\_\_\_ )

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

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

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

\_\_\_\_\_  
Notary Public (SEAL)

NOTARY SEAL / STAMP

\_\_\_\_\_  
Print Name  
Notary Public, State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney

The foregoing was accepted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida

# EXHIBIT A LEGAL DESCRIPTION

South Parcel:

## SKETCH TO ACCOMPANY LEGAL DESCRIPTION

KENDALL TOWN CENTER, P.B. 167, PG. 35, LYING IN THE N/E  
1/4 SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST,  
MIAMI-DADE COUNTY, FLORIDA

**LOCATION  
SKETCH  
SCALE**  
1"=500'

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17-062, F.A.C.

THIS ITEM HAS BEEN DIGITALLY SIGNED. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

**NOTES:**

1. THIS INSTRUMENT IS INTENDED TO DESCRIBE THE LIMITS OF A PORTION OF THE PROPOSED TRACT "E". THE LIMITS OF THE LEGAL DESCRIPTION WERE DETERMINED BY INSTRUCTIONS PROVIDED BY CLIENT.
2. THE LOCATION OF THE PROPOSED TRACT "E" (FIRE STATION PARCEL), SHOWN HEREON, IS BASED ON THE SKETCH TO ACCOMPANY LEGAL DESCRIPTION PREPARED BY BISCAYNE ENGINEERING, DRAWING NUMBER 2327-SS-07, B.E.C. ORDER 03-87218.
3. THIS IS NOT A SURVEY. EASEMENTS AND/OR RESTRICTIONS OF RECORD ARE NOT SHOWN HEREON. IMPROVEMENTS AND UTILITY LOCATIONS WERE NOT LOCATED IN THE FIELD.
4. THIS SITE LIES IN SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST, HAVING A BEARING OF S00°02'53"W.
6. THIS PARCEL FORMS A CLOSED GEOMETRIC FIGURE.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

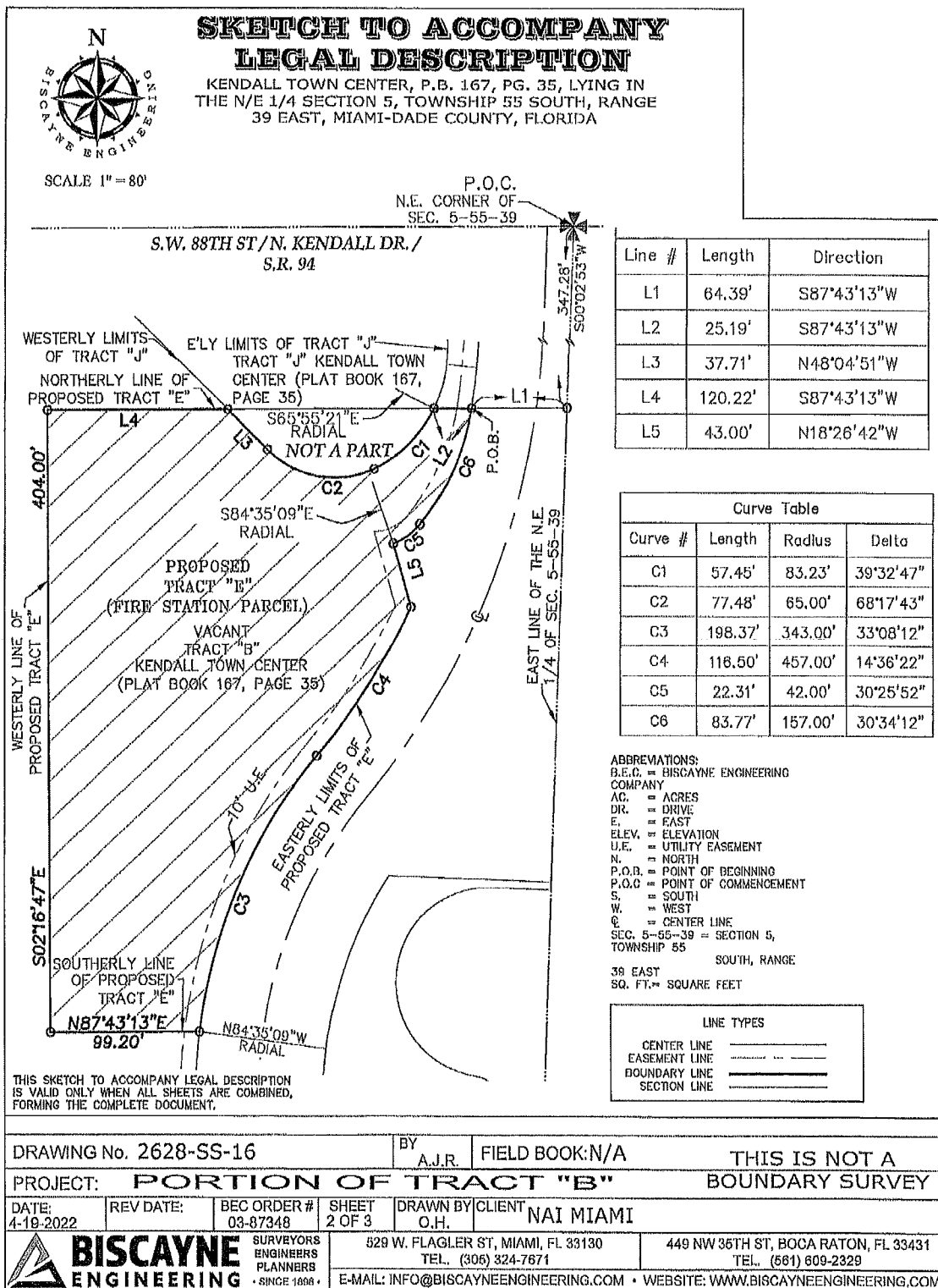
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BISCAYNE ENGINEERING COMPANY, INC.  
529 WEST FLAGLER STREET, MIAMI, FL. 33130  
(305)-324-7671  
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE LB-0000129

Digitally signed by  
Alberto J Rabionet  
Date: 2022.05.12  
19:17:38 -04'00'

ALBERTO J. RABIONET, PSM, FOR THE FIRM  
PROFESSIONAL SURVEYOR AND MAPPER NO. 7218  
STATE OF FLORIDA

|                                                                               |           |                                                                                                                                          |                 |                                                             |  |
|-------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------|--|
| DRAWING No. 2628-SS-16                                                        |           | BY<br>A.J.R.                                                                                                                             | FIELD BOOK: N/A | THIS IS NOT A<br>BOUNDARY SURVEY                            |  |
| PROJECT: PORTION OF TRACT "B"                                                 |           |                                                                                                                                          |                 |                                                             |  |
| DATE:<br>4-19-2022                                                            | REV DATE: | BEC ORDER #<br>03-87348                                                                                                                  | SHEET<br>1 OF 3 | DRAWN BY/CLIENT<br>O.H. NAI MIAMI                           |  |
| <b>BISCAYNE ENGINEERING</b><br>SURVEYORS ENGINEERS PLANNERS<br>• SINCE 1988 • |           | 529 W. FLAGLER ST, MIAMI, FL 33130<br>TEL. (305) 324-7671<br>E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM |                 | 449 NW 35TH ST, BOCA RATON, FL 33431<br>TEL. (561) 609-2329 |  |



# **SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

KENDALL TOWN CENTER, P.B. 167, PG. 35, LYING IN THE N/E  
1/4 SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST,  
MIAMI-DADE COUNTY, FLORIDA

## **LEGAL DESCRIPTION:**

THAT PORTION OF TRACT "B" OF THE PLAT OF KENDALL TOWN CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167, AT PAGE 35 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND LYING IN THE NE 1/4 OF SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST; THENCE S00°02'53"W, ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 5, A DISTANCE OF 347.28 FEET; THENCE S87°43'13"W A DISTANCE OF 64.39 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S87°43'13"W, ALONG THE NORTHERLY LINE OF THE PROPOSED TRACT "E" OF KENDALL TOWN CENTER REDEVELOPMENT, A DISTANCE OF 25.19 FEET TO THE INTERSECTION OF SAID THE NORTHERLY LINE WITH THE EASTERLY LIMITS OF TRACT "J" OF SAID PLAT OF KENDALL TOWN CENTER, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING AS ITS ELEMENTS A RADIUS OF 83.23 FEET AND A CENTRAL ANGLE OF 39°32'47", A RADIAL LINE THROUGH SAID POINT BEARS S65°55'21"E; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE OF 57.45 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING AS ITS ELEMENTS A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 68°17'43"; THENCE RUN SOUTHWESTERLY AND NORTHWESTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE OF 77.48 FEET; THENCE N48°04'51"W, A DISTANCE OF 37.71 FEET TO THE INTERSECTION OF SAID NORTHERLY LINE OF THE PROPOSED TRACT "E" WITH THE WESTERLY LIMITS OF SAID TRACT "J"; THENCE S87°43'13"W, ALONG SAID NORTHERLY LINE OF THE PROPOSED TRACT "E", A DISTANCE OF 120.22 FEET; THENCE S02°16'47"E, ALONG WESTERLY LINE OF THE PROPOSED TRACT "E", A DISTANCE OF 404.00 FEET; THENCE N87°43'13"E, ALONG THE SOUTHERLY LINE OF THE PROPOSED TRACT "E", A DISTANCE OF 99.20 FEET TO A POINT OF INTERSECTION WITH A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING AS ITS ELEMENTS A RADIUS OF 343.00 FEET AND A CENTRAL ANGLE OF 33°08'12", A RADIAL LINE THROUGH SAID POINT BEARS N84°35'09"W; THENCE ALONG THE EASTERLY LIMITS OF PROPOSED TRACT "E" FOR THE FOLLOWING FIVE (5) CALLS, (1) ALONG SAID CURVE, FOR AN ARC DISTANCE OF 198.37 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING AS ITS ELEMENTS A RADIUS OF 457.00 FEET AND A CENTRAL ANGLE OF 14°36'22"; (2) THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE OF 116.50 FEET; (3) THENCE N18°26'42"W A DISTANCE OF 43.00 FEET TO A POINT OF INTERSECTION WITH A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING AS ITS ELEMENTS A RADIUS OF 42.00 FEET AND A CENTRAL ANGLE OF 30°25'52", A RADIAL LINE THROUGH SAID POINT BEARS S84°35'09"E; (4) THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE OF 22.31 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING AS ITS ELEMENTS A RADIUS OF 157.00 FEET AND A CENTRAL ANGLE OF 30°34'12"; (5) THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE 83.77 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 72,769 SQUARE FEET (1.671 ACRES) MORE OR LESS.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
IS VALID ONLY WHEN ALL SHEETS ARE COMBINED,  
FORMING THE COMPLETE DOCUMENT.

|                                                                                                                     |           |                                                                                                                                                                                                                                                                 |                 |                                   |
|---------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|
| DRAWING No. 2628-SS-16                                                                                              |           | BY<br>A.J.R.                                                                                                                                                                                                                                                    | FIELD BOOK: N/A | THIS IS NOT A                     |
| PROJECT: PORTION OF TRACT "B"                                                                                       |           | BOUNDARY SURVEY                                                                                                                                                                                                                                                 |                 |                                   |
| DATE:<br>4-19-2022                                                                                                  | REV DATE: | BEC ORDER #<br>03-87348                                                                                                                                                                                                                                         | SHEET<br>3 OF 3 | DRAWN BY CLIENT<br>O.H. NAI MIAMI |
|  <b>BISCAYNE<br/>ENGINEERING</b> |           | SURVEYORS<br>ENGINEERS<br>PLANNERS<br>• SINCE 1988 •<br>629 W. FLAGLER ST, MIAMI, FL 33130<br>TEL. (305) 324-7871<br>449 NW 35TH ST, BOCA RATON, FL 33431<br>TEL. (561) 609-2320<br>E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM |                 |                                   |

**EXHIBIT "B"**

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **KENDALL TOWN CENTER ASSOCIATION INC.**, a Florida limited liability company whose address is 9655 S. Dixie Highway, Suite 300, Miami, Florida, 33156 ("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 2022 and subsequent years; zoning and other regulatory laws and ordinances affecting the Property; those matters that would be disclosed by an accurate survey of the Property; and easements, reservations, restrictions, rights of way, and other matters of record, if any, without the intent to reimpose or reinstate same hereby.

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

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

**AND** the Grantor hereby covenants with said Grantee that it is lawfully seized of the Property hereby conveyed in fee simple; that it has good right and lawful authority to sell and convey said Property; that it hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

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

Signed, sealed and delivered  
in the presence of:

GRANTOR:

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

KENDALL TWON CENTER  
ASSOCIATION INC., a Florida limited  
liability corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public (SEAL)

NOTARY SEAL / STAMP

\_\_\_\_\_  
Print Name  
Notary Public, State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney

The foregoing was accepted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida

# EXHIBIT A

North Parcel

## SKETCH TO ACCOMPANY LEGAL DESCRIPTION

KENDALL TOWN CENTER, P.B. 167, PG. 35, LYING IN THE N/E  
1/4 SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST,  
MIAMI-DADE COUNTY, FLORIDA

**NOTES:**

1. THIS INSTRUMENT IS INTENDED TO DESCRIBE THE LIMITS OF A PORTION OF TRACT "J" WITHIN THE PROPOSED TRACT "E". THE LIMITS OF THE LEGAL DESCRIPTION WERE DETERMINED BY INSTRUCTIONS PROVIDED BY CLIENT.
2. THE LOCATION OF THE PROPOSED TRACT "E" (FIRE STATION PARCEL), SHOWN HEREON, IS BASED ON THE SKETCH TO ACCOMPANY LEGAL DESCRIPTION PREPARED BY BISCAYNE ENGINEERING, DRAWING NUMBER 2327-SS-07, B.E.C. ORDER 03-87216.
3. THIS IS NOT A SURVEY. EASEMENTS AND/OR RESTRICTIONS OF RECORD ARE NOT SHOWN HEREON. IMPROVEMENTS AND UTILITY LOCATIONS WERE NOT LOCATED IN THE FIELD.
4. THIS SITE LIES IN SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST, HAVING A BEARING OF S00°02'53"W.
6. THIS PARCEL FORMS A CLOSED GEOMETRIC FIGURE.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

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

BISCAYNE ENGINEERING COMPANY, INC.  
529 WEST FLAGLER STREET, MIAMI, FL. 33130  
(305)-324-7671  
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE LB-0000129

Digitally signed by  
Alberto J Rabionet  
Date: 2022.04.22  
11:42:46 -04'00'

ALBERTO J. RABIONET, PSM, FOR THE FIRM  
PROFESSIONAL SURVEYOR AND MAPPER NO. 7218  
STATE OF FLORIDA

|                                                                                                   |           |                                                                                                                                                                                                         |                 |                                  |
|---------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------|
| DRAWING No. 2628-SS-16                                                                            |           | BY<br>A.J.R.                                                                                                                                                                                            | FIELD BOOK: N/A | THIS IS NOT A<br>BOUNDARY SURVEY |
| PROJECT: PORTION OF TRACT "J"                                                                     |           |                                                                                                                                                                                                         |                 |                                  |
| DATE:<br>4-19-2022                                                                                | REV DATE: | BEC ORDER #<br>03-87330                                                                                                                                                                                 | SHEET<br>1 OF 3 | DRAWN BY CLIENT<br>NAI MIAMI     |
| <b>BISCAYNE ENGINEERING</b><br><small>SURVEYORS<br/>ENGINEERS<br/>PLANNERS<br/>SINCE 1898</small> |           | 529 W. FLAGLER ST, MIAMI, FL 33130<br>TEL. (305) 324-7671<br>449 NW 35TH ST, BOCA RATON, FL 33431<br>TEL. (561) 609-2329<br>E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM |                 |                                  |

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

KENDALL TOWN CENTER, P.B. 167, PG. 35, LYING IN THE N/E  
1/4 SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST,  
MIAMI-DADE COUNTY, FLORIDA



SCALE 1" = 80'

S.W. 88TH ST / N. KENDALL DR. /  
S.R. 94

P.O.C.  
N.E. CORNER OF  
SEC. 5-55-39

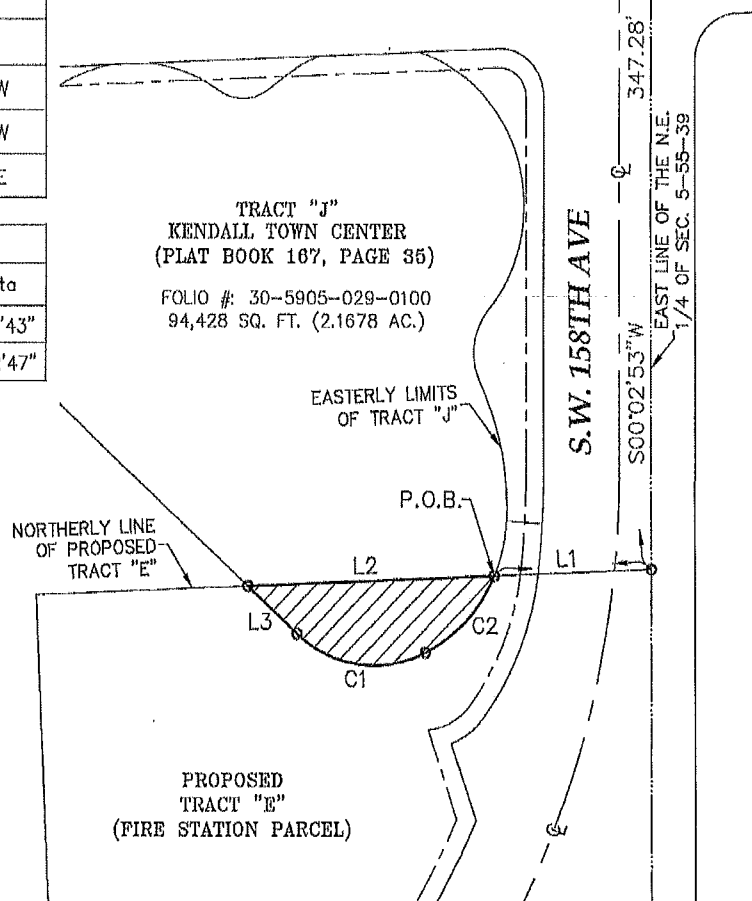
| Line Table |         |             |
|------------|---------|-------------|
| Line #     | Length  | Direction   |
| L1         | 89.58'  | S87°43'13"W |
| L2         | 139.49' | S87°43'13"W |
| L3         | 37.71'  | S48°04'51"E |

| Curve Table |        |        |           |
|-------------|--------|--------|-----------|
| Curve #     | Length | Radius | Delta     |
| C1          | 77.48' | 65.00' | 68°17'43" |
| C2          | 57.45' | 83.23' | 39°32'47" |

ABBREVIATIONS:  
B.E.C. = BISCAYNE ENGINEERING COMPANY  
AC. = ACRES  
DR. = DRIVE  
E. = EAST  
ELEV. = ELEVATION  
U.E. = UTILITY EASEMENT  
N. = NORTH  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
S. = SOUTH  
W. = WEST  
C. = CENTER LINE  
SEC. 5-55-39 = SECTION 5, TOWNSHIP 55  
SOUTH, RANGE 39 EAST  
SQ. FT. = SQUARE FEET

| LINE TYPES    |     |
|---------------|-----|
| CENTER LINE   | --- |
| EASEMENT LINE | --- |
| BOUNDARY LINE | --- |
| SECTION LINE  | --- |

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
IS VALID ONLY WHEN ALL SHEETS ARE COMBINED,  
FORMING THE COMPLETE DOCUMENT.



|                                                                                                                     |           |                                                                                                                                                                                                                                                             |                 |                                   |
|---------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|
| DRAWING No. 2628-SS-16                                                                                              |           | BY<br>A.J.R.                                                                                                                                                                                                                                                | FIELD BOOK: N/A | THIS IS NOT A<br>BOUNDARY SURVEY  |
| PROJECT: PORTION OF TRACT "J"                                                                                       |           |                                                                                                                                                                                                                                                             |                 |                                   |
| DATE:<br>4-19-2022                                                                                                  | REV DATE: | BEC ORDER #<br>03-87330                                                                                                                                                                                                                                     | SHEET<br>2 OF 3 | DRAWN BY CLIENT<br>E.L. NAI MIAMI |
|  <b>BISCAYNE<br/>ENGINEERING</b> |           | SURVEYORS<br>ENGINEERS<br>PLANNERS<br>SINCE 1990<br>529 W. FLAGLER ST, MIAMI, FL 33130<br>TEL. (305) 324-7871<br>449 NW 35TH ST, BOCA RATON, FL 33431<br>TEL. (561) 809-2329<br>E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM |                 |                                   |

# **SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

KENDALL TOWN CENTER, P.B. 167, PG. 35, LYING IN THE N/E  
1/4 SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST,  
MIAMI-DADE COUNTY, FLORIDA

## **LEGAL DESCRIPTION:**

THAT PORTION OF TRACT "J" OF THE PLAT OF KENDALL TOWN CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167, AT PAGE 35 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND LYING IN THE NE 1/4 OF SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 5, TOWNSHIP 55 SOUTH, RANGE 39 EAST; THENCE S00°02'53"W, ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 5, A DISTANCE OF 347.28 FEET; THENCE S87°43'13"W A DISTANCE OF 89.58 FEET TO THE INTERSECTION OF THE EASTERLY LIMITS OF SAID TRACT "J" WITH THE NORTHERLY LINE OF THE PROPOSED TRACT "E" OF KENDALL TOWN CENTER REDEVELOPMENT, ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S87°43'13"W, ALONG SAID NORTHERLY LINE OF PROPOSED TRACT E, A DISTANCE OF 139.49 FEET; THENCE S48°04'51"E A DISTANCE OF 37.71 FEET TO A POINT OF INTERSECTION WITH A CIRCULAR CURVE CONCAVE TO THE NORTH AND HAVING AS ITS ELEMENTS A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 68°17'43"; THENCE RUN SOUTHEASTERLY AND EASTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE OF 77.48 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING AS ITS ELEMENTS A RADIUS OF 83.23 FEET AND A CENTRAL ANGLE OF 39°32'47"; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE OF 57.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,235 SQUARE FEET (0.097 ACRES) MORE OR LESS.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
IS VALID ONLY WHEN ALL SHEETS ARE COMBINED,  
FORMING THE COMPLETE DOCUMENT.

|                                                                                                                                      |           |                                                                             |                 |                                                           |                     |                                                             |  |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------|-----------------|-----------------------------------------------------------|---------------------|-------------------------------------------------------------|--|
| DRAWING No. 2628-SS-16                                                                                                               |           |                                                                             |                 | BY<br>A.J.R.                                              | FIELD BOOK: N/A     | THIS IS NOT A                                               |  |
| PROJECT: PORTION OF TRACT "J"                                                                                                        |           |                                                                             |                 | BOUNDARY SURVEY                                           |                     |                                                             |  |
| DATE:<br>4-19-2022                                                                                                                   | REV DATE: | BEC ORDER #<br>03-87830                                                     | SHEET<br>3 OF 3 | DRAWN BY<br>E.L.                                          | CLIENT<br>NAI MIAMI |                                                             |  |
|  <b>BISCAYNE</b><br>ENGINEERING<br>• SINCE 1990 • |           | SURVEYORS<br>ENGINEERS<br>PLANNERS                                          |                 | 529 W. FLAGLER ST, MIAMI, FL 33130<br>TEL. (305) 324-7671 |                     | 449 NW 36TH ST, BOCA RATON, FL 33431<br>TEL. (561) 609-2329 |  |
|                                                                                                                                      |           | E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM |                 |                                                           |                     |                                                             |  |

**SLACK  
JOHNSTON  
MAGENHEIMER**  
REAL ESTATE APPRAISERS & CONSULTANTS

**7245 SW 87<sup>TH</sup> AVENUE, SUITE 300  
MIAMI, FLORIDA 33173**

**APPRAISAL OF REAL PROPERTY**

**1.77-ACRE PARCEL OF VACANT LAND  
LOCATED ON THE WEST SIDE OF SW 158 AVENUE,  
SOUTH OF SW 88 STREET (NORTH KENDALL DRIVE),  
MIAMI-DADE COUNTY, FLORIDA**

**APPRAISAL REPORT  
SJM FILE: 21967**

**PREPARED FOR**

**MR. GREG GUNTER, MAI  
MIAMI-DADE COUNTY, INTERNAL SERVICES DEPARTMENT  
REAL ESTATE DEVELOPMENT DIVISION  
111 N.W. 1 STREET  
SUITE 2460  
MIAMI, FLORIDA 33128**



ANDREW H. MAGENHEIMER, MAI  
CERT. GEN. RZ1073

THEODORE W. SLACK, MAI  
(1902-1992)

THEODORE C. SLACK, MAI  
(1931-2015)

SUE BARRETT SLACK, MAI  
(RETIRED)

January 11, 2022

Mr. Greg Gunter, MAI  
Miami-Dade County, Internal Services Department  
Real Estate Division  
111 N.W. 1<sup>st</sup> Street  
Suite 2460  
Miami, Florida 33128

RE: Appraisal of Real Property – 1.77-Acre Parcel of Vacant Land, Located on the West Side of SW 158 Avenue, South of SW 88 Street (North Kendall Drive), Miami-Dade County, Florida  
SJM File: 21967

Dear Mr. Gunter:

At your request, we have prepared an appraisal of the market value of the fee simple estate in the above referenced property, based on the hypothetical conditions the subject site is in “fully developed/ready to build” condition (i.e., platted, filled to grade, perimeter infrastructure installed) and under single ownership, as of December 29, 2021, the date of valuation and visit to the property.

The subject property consists of a parcel of vacant land located along the west side of SW 158 Avenue, south of SW 88 Street (North Kendall Drive) in unincorporated Miami-Dade County. The subject property is a portion of a larger 70.85-acre parcel and consists of portions of Tracts B and Tract J of Kendall Town Center. According to the parcel sketch provided by the client, the subject property is irregular in shape and contains 77,003 square feet (1.77 acres). The site has an interior location with frontage and access from SW 158 Avenue and exposure from SW 88 Street (North Kendall Drive). The subject property has a land use designation of "Business and Office" and has a zoning classification of "BU-2" (Special Business District).

It is our understanding Miami-Dade County is currently negotiating the potential purchase of the subject property from a willing seller to construct a fire station. The site is currently level and slightly below street grade. Based on a review of the parcel sketch, a portion of the subject property includes portion of a lake located on Tract J. It is our understanding the subject property is to be delivered “fully developed/ready to build”. As the “as is” condition is different from the “as delivered” condition, the value conclusion is based on the hypothetical conditions the subject site work is complete as of the date of valuation.

SLACK, JOHNSTON & MAGENHEIMER, INC.

MD037

TELEPHONE (305) 670-2111 • EMAIL: SJMIAMI@AOL.COM

Mr. Greg Gunter  
January 11, 2022

As noted, the subject property is a portion of tracts B and J of Kendall Town Center subdivision. Based on our research, Tracts B and J are under similar, but different ownership. The scope of this appraisal is to provide a single estimate of value for the subject property. For valuation purposes, we have estimated the value of the subject property under the hypothetical condition the subject property is under single ownership.

As of the date of this report, the world is in the midst of a pandemic associated with the virus COVID-19. The world economy is in a state of volatility based on the uncertainty of the outcome of the impact of the virus. In the United States, the federal, state and local governments are taking steps to limit the spread of the virus that have negatively impacted several facets of the economy including travel, tourism and hospitality. Based on the results of historic pandemics of the 20th century (Swine Flu, Asian Flu, Hong Kong Flu, SARS, MERS, EBOLA and HIV/AIDS) it is anticipated the current pandemic will pass in time; however, the extent of the economic damage remains to be seen. Based upon available information, this appraisal is premised upon the extraordinary assumption that the Corona virus will not have a measurable long-term value impact on the property that is the subject of this appraisal.

The appraisal report states our opinion of market value, subject to various assumptions and limiting conditions contained in this appraisal report. The property visit and analyses forming the basis of our valuation have been performed by the undersigned. The appraisal has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation and Title XI of FIRREA.

Based on our investigation and analysis, we have formed the opinion the market value of the fee simple estate in the subject property based on the hypothetical conditions the site is in "fully developed/ready to build" condition and under single ownership, as of December 29, 2021, was **\$5,000,000**.

The following report summarizes the results of our investigation.

Respectfully submitted,

SLACK, JOHNSTON & MAGENHEIMER, INC.



Andrew H. Magenheimer, MAI  
CERT. GEN. RZ1073



Zachary J. Olen, MAI  
CERT. GEN. RZ3124

CBRE VALUATION & ADVISORY SERVICES

# APPRAISAL REPORT

MDFR KTC  
8925 SW 158 AVENUE  
MIAMI, FLORIDA 33196  
CBRE FILE NO. 21-341SE-11187-1

CLIENT: MIAMI-DADE COUNTY, INTERNAL SERVICES  
DEPARTMENT

**CBRE**

MDC039

Date of Report: February 14, 2022

Ms. Jessica Gutierrez  
Real Estate Officer  
MIAMI-DADE COUNTY, INTERNAL SERVICES DEPARTMENT  
111 Northwest 1 Street, 21st Floor  
Miami, Florida 33128

RE: Appraisal of: MDR KTC  
8925 SW 158 Avenue  
Miami, Miami-Dade County, Florida  
CBRE, Inc. File No. 21-341SE-11187-1

Dear Ms. Gutierrez:

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

The subject is a 1.77-acre (77,003 sq. ft.) tract of vacant, business zoned land located at 8925 SW 158 Avenue in Miami, Florida. This location is within & part of the 69.85-acre proposed Kendall Town Center located along the south side of North Kendall Drive/SW 88<sup>th</sup> Street between SW 158<sup>th</sup> Avenue and SW 162<sup>nd</sup> Avenue in unincorporated Miami-Dade County.

As of the effective date of this appraisal, the client, Miami-Dade County, is interested in negotiating the purchase of the subject site for a future fire rescue station and has requested our estimate of market value As Is. As of January 19, 2022, the subject site is clear & level, the topography is slightly below road grade and the majority of off-site infrastructure is in-place including stormwater retention & drainage system, roads, concrete sidewalks & curbing, and deceleration turn lanes.

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

| <b>MARKET VALUE CONCLUSION</b> |                    |                  |                  |
|--------------------------------|--------------------|------------------|------------------|
| Appraisal Premise              | Interest Appraised | Date of Value    | Value Conclusion |
| As Is Land Value               | Fee Simple Estate  | January 19, 2022 | \$5,500,000      |
| Compiled by CBRE               |                    |                  |                  |

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

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

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

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

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



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## MEMORANDUM

(Revised)

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

**DATE:** November 15, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(1)

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)(1)  
11-15-22

RESOLUTION NO. \_\_\_\_\_ R-1099-22

RESOLUTION APPROVING A CONTRACT FOR SALE AND PURCHASE BETWEEN KTC SW 88 ST, LLC, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, FOR AN APPROXIMATELY 77,003 SQUARE FOOT PROPERTY WHICH IS PART OF A LARGER PARENT TRACT LOCATED AT THE SW CORNER OF SW 88 STREET AND SW 158 AVENUE, MIAMI, FLORIDA, IN THE AMOUNT OF \$2,862,760.00 AND AUTHORIZING THE EXPENDITURE OF UP TO \$35,000.00 FOR CLOSING COSTS, FUNDED BY FIRE IMPACT FEES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE AND ACCEPT CONVEYANCE OF PROPERTY BY 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 (the "Contract") between KTC SW 88 ST, LLC as Seller, and the County, as Buyer, of an approximately 77,003 square foot property located at the SW corner of SW 88 Street and SW 158 Avenue, Miami, Florida (the "Property"), in substantially the form attached to the accompanying

memorandum as Attachment 2, in the amount of \$2,862,760.00 and an additional expenditure of up to \$35,000.00 for closing costs, funded by Fire Impact Fees, for the purpose of constructing a fire station.

**Section 3.** This Board further authorizes the County Mayor or the County Mayor's designee to execute said Contract 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 to the Contract as Exhibit B.

**Section 4.** Pursuant to Resolution No. R-974-09, the County Mayor or County Mayor's designee shall provide a recorded copy of the instrument of conveyance accepted herein to the Clerk of the Board within 30 days of the execution and final acceptance of such instrument, and the Clerk of the Board shall attach and permanently store a recorded copy of such instrument together with this resolution.

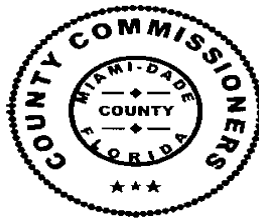
The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

|                                       |               |
|---------------------------------------|---------------|
| Jose "Pepe" Diaz, Chairman            | <b>aye</b>    |
| Oliver G. Gilbert, III, Vice-Chairman | <b>aye</b>    |
| Sen. René García                      | <b>aye</b>    |
| Sally A. Heyman                       | <b>aye</b>    |
| Eileen Higgins                        | <b>aye</b>    |
| Jean Monestime                        | <b>aye</b>    |
| Rebeca Sosa                           | <b>aye</b>    |
| Keon Hardemon                         | <b>aye</b>    |
| Danielle Cohen Higgins                | <b>aye</b>    |
| Kionne L. McGhee                      | <b>aye</b>    |
| Raquel A. Regalado                    | <b>aye</b>    |
| Sen. Javier D. Souto                  | <b>absent</b> |

The Chairperson thereupon declared this resolution duly passed and adopted this 15<sup>th</sup> day of November, 2022. 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: Basia Pruna  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "LEM", written over a horizontal line.

Lauren E. Morse