

MEMORANDUM

Agenda Item No. 8(F)(3)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 22, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Contract for Sale and Purchase between Lotus Endowment Fund Inc., as Seller, and Miami-Dade County, as Buyer, for an approximately 6,900 square foot property located at 420 NW 35 Street Miami, Florida (Property) in the amount of \$1,845,000.00 plus up to \$15,000.00 for closing costs; authorizing the County Mayor to enter into a grant agreement with the Florida Department of Commerce to receive and expend funds in the amount of \$1,000,000.00 for the purchase of the property; authorizing the expenditure of up to \$860,000.00 from one percent Local Option Food and Beverage reserves for the purchase of the Property; and 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 Warranty Deed; and directing the County Mayor to record such Deed

Resolution No. R-38-25

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



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Date: January 22, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Approving a Contract for Sale and Purchase Between Lotus Endowment Fund, Inc., a Florida Corporation, as Seller, and Miami-Dade County

Executive Summary

This item seeks to authorize the approval of a contract for the sale and purchase between Lotus Endowment Fund, Inc., a Florida Corporation (Seller), and Miami-Dade County (County), acting as the Buyer, for the sale and purchase of the property situated at 420 NW 35 Street, Miami, Florida, further identified by Folio 01-3125-024-0260, (Property); authorize the Mayor or Mayor's designee to enter into a Grant Agreement with the Florida Department of Commerce to receive and expend funds in the amount of \$1,000,000.00 and the expenditure up to \$860,000.00 from One Percent Local Option Food and Beverage reserves for the purchase of the Property. The Property consists of a two-story multi-family walk-up structure, with 8 units totaling 4,626 square feet of living area. The Property is situated on a 6,900 square foot multi-family zoned site. This purchase is intended to be managed by the Homeless Trust (HT) to provide affordable housing to persons served by the County's Continuum of Care and help meet the housing demands prompted by recent legislation banning overnight public camping and sleeping.

Recommendation

It is recommended that the Board approve the attached resolution, which accomplishes the following:

1. Authorizes the acquisition of the Property including an existing 4,626 square foot two-story building on a 6,900 square foot site located at 420 NW 35 Street, Miami, Florida (Folio Number: 01-3125-024-0260) for the purpose of providing affordable housing to persons served by the County's Continuum of Care pursuant to a Contract for Sale and Purchase (Contract) Between Lotus Endowment Fund, Inc., a Florida Corporation (Seller), and the County, as the Buyer, in the amount of \$1,845,000.00 (Attachment 1) for the Property, plus up to \$15,000.00 in closing costs, for a total acquisition cost up to \$1,860,000.00; and
2. Authorizes the Mayor or Mayor's designee to enter into a Grant Agreement with the Florida Department of Commerce to receive and expend funds in the amount of \$1,000,000.00 toward the purchase of the Property; and
3. Authorizes the expenditure of up to \$860,000.00 from One Percent Local Option Food and Beverage reserves for the purchase of the Property; and
4. Authorizes the Mayor or Mayor's designee to execute the Contract, exercise all rights conferred therein, accept the conveyance of the Property by General Warranty Deed (Exhibit C to Attachment 1), record the instrument of conveyance in the public records of the County, and take all other actions necessary to effectuate said purchase of the Property.

Scope

The Property is located in Commission District 3, which is represented by Commissioner Keon Hardemon, however, the proposed housing services will affect citizens countywide.

Fiscal Impact/Funding Source

The fiscal impact of the acquisition of the Property for County purposes is comprised of the initial acquisition costs of \$1,845,000.00 purchase price, plus up to \$15,000.00 in closing costs. The total project costs will be funded from \$1,000,000.00 from the Florida Department of Commerce appropriated to the Homeless Trust as part of the FY 2024 Legislative Session, with the remaining balance and expenses paid through One Percent Local Option Food and Beverage reserves.

In accordance with the requirements set forth in Section 125.355, Florida Statutes, two independent appraisals were procured by the County to determine the market value “as-is” (highest and best use). One appraisal, dated February 26, 2024, valued the Property at \$1,590,000.00, and the other appraisal, dated March 26, 2024, valued the Property at \$2,100,000.00. The appraisals had a 27% disparity, therefore an independent review appraisal was procured and provided on May 21, 2024. The review appraiser found both reports to be compliant with appraisal standards and credible, however the recommendation of the reviewer is reliance on the opinion of market value of \$2,100,000.00.

Track Record/Monitoring

Antonio Rodriguez of the Internal Services Department (ISD) is responsible for effectuating the conveyance, recording, and closing of all the documents in conjunction with this item. Victoria Mallette of HT will be responsible for the acceptance of the Property into HT’s inventory as well as ongoing operations, maintenance and monitoring of the Property.

Delegation of Authority

This item authorizes the County Mayor or County Mayor’s designee to execute the purchase and sale contract, and exercise all other rights conferred therein to accept the General Warranty Deed for the Property; enter into a grant agreement with the Florida Department of Commerce to receive and expend \$1,000,000.00 and utilize up to \$860,000.00 in One Percent Food and Beverage reserves for the Property; and to take all actions necessary to effectuate the purchase, conveyance and renovations of the Property.

Background

On June 16, 2023, the Property was listed for sale on the open market with a list price of \$3,000,000.00. After three months on the market, the listing was cancelled on October 9, 2023, and the Property was taken off the market. An initial offer of \$1,600,000 was sent to the seller on June 6, 2024. The seller counter-offered with a sale price of \$2,000,000 on the same day. After additional internal discussions with HT, a final counteroffer of \$1,845,000 was sent to the seller on June 11, 2024. The offer was accepted on June 12, 2024, and the purchase and sale agreement was signed by the seller on August 5, 2024.

ISD performed the due diligence pertaining to the acquisition of the Property, including but not limited to engagement with County departments, zoning reviews, environmental studies, and title searches, pending the results of the property inspections. The findings of the zoning review and title search meet County standards. A Phase I Environmental Site Assessment was conducted recommending performing a Phase II Environmental Site Assessment for further testing of two stormwater catch basins and associated French drain systems on the Property. The Department of Environmental Resources and Management (DERM) has concluded that the Property is environmentally safe for people to reside in. Should the property inspections reveal that the Property is not structurally safe, unsuitable for its intended housing purpose, or does not meet

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
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County standards, the Board will promptly be notified prior to executing the Contract. HT and ISD have found that the Property is a well-suited location to provide permanent, affordable housing for those served by the Homeless Trust.

During the FY 2024 Legislative Session, the Homeless Trust was awarded a special appropriation of \$1,000,000.00 to support its efforts to acquire affordable housing to better serve households within the Continuum of Care.

Attachment

A handwritten signature in blue ink, appearing to read 'Carladenise Edwards', written over a horizontal line.

Carladenise Edwards
Chief Administrative Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 22, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- _____ **"3-Day Rule" for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, 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) ____, 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 Danielle Lameiras Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(3)
1-22-25

RESOLUTION NO. R-38-25

RESOLUTION APPROVING A CONTRACT FOR SALE AND PURCHASE BETWEEN LOTUS ENDOWMENT FUND INC., AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, FOR AN APPROXIMATELY 6,900 SQUARE FOOT PROPERTY LOCATED AT 420 NW 35 STREET MIAMI, FLORIDA (PROPERTY) IN THE AMOUNT OF \$1,845,000.00 PLUS UP TO \$15,000.00 FOR CLOSING COSTS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF COMMERCE TO RECEIVE AND EXPEND FUNDS IN THE AMOUNT OF \$1,000,000.00 FOR THE PURCHASE OF THE PROPERTY; AUTHORIZING THE EXPENDITURE OF UP TO \$860,000.00 FROM ONE PERCENT LOCAL OPTION FOOD AND BEVERAGE RESERVES FOR THE PURCHASE OF THE PROPERTY; AND 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 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 Lotus Endowment Fund, Inc. as Seller, and the County, as Buyer, of an approximately 6,900 square foot property located at 420 NW 35 Street, Miami, Florida (the "Property"), in substantially the form attached to the accompanying memorandum as Attachment

1, in the amount of \$1,845,000.00 and an additional expenditure of up to \$15,000.00 for closing costs, for the purpose of providing affordable housing to persons served by the County's Continuum of Care.

Section 3. This Board hereby authorizes the County Mayor or County Mayor's Designee to enter into a grant agreement with the Florida Department of Commerce to receive and expend funds in the amount of \$1,000,000.00 for the purchase of the Property;

Section 4. This Board hereby authorizes the County Mayor or County Mayor's designee to expend up to \$860,000.00 in one percent Local Option Food and Beverage reserves for the purchase of the Property;

Section 5. This Board further authorizes the County Mayor or 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 Warranty Deed substantially in the form attached to the Contract as Exhibit C.

Section 6. 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 **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Oliver G. Gilbert, III	aye	Robert J. Gonzalez	aye
Keon Hardemon	absent	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2025. This resolution shall become effective upon the earlier of (1) ten 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "Shannon D. Summerset-Williams", written over a horizontal line.

Shannon D. Summerset-Williams

ATTACHMENT "1"

CONTRACT FOR SALE AND PURCHASE

Project: Homeless Trust – Lotus Endowment Fund Inc. - 420 NW 35 Street
Folio No.: 01-3125-024-0260

This Contract for Sale and Purchase ("**Contract**") is entered into as of the ____ day of _____, 2024 (the "**Effective Date**") by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and successors in interest ("**Buyer**"), whose Post Office Address is 111 N.W. 1st Street, 23rd Floor, Miami, Florida 33128, and LOTUS ENDOWMENT FUND, INC., a Florida Corporation, ("**Seller**") whose address is 3921 ALTON ROAD, # 470, Miami Beach, Fl. 33140. Seller and Buyer are sometimes individually referred to as a "**Party**" or collectively as the "**Parties**."

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

1. REALTY. Seller agrees to sell to Buyer, and its successors in interest, and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, identified by the Folio No set forth above and as legally and more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real property, if any, and all buildings, fixtures, and other improvements thereon, 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 (collectively, the "**Real Property**"), if any and personal property as described in **Exhibit "B"**, ("**Personal Property**"), (collectively, the "**Property**").

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the Property of \$1,845,000 (One Million Eight Hundred Forty-Five Thousand Dollars) (the "**Purchase Price**") by wire transfer of U.S. funds. The Purchase Price to be paid at Closing shall be subject to other adjustments and prorations provided for herein and will be paid at Closing as specified in Article 12.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the Property and agrees to convey good, marketable, and insurable title by General Warranty Deed, free and clear of all liens, encumbrances, or other interests, in substantially the form of **Exhibit "C"** attached hereto and made a part hereof ("**General Warranty Deed**"). Notwithstanding the foregoing, if Seller is unable, at closing, to convey to the Buyer such title as stated in this Section, the Buyer's sole remedy shall be to terminate this Contract.

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

the year of Closing or any year thereafter, Seller shall receive a credit from Buyer at Closing in the prorated amount due for the period of the Buyer's ownership of the Property.

5. TITLE INSURANCE. Buyer may, at its expense, within fifteen (15) business days of the Effective Date of this Contract, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable, and insurable title to the Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller shall have thirty (30) days from receipt of written notice from Buyer to cure the designated defects, including the institution of necessary lawsuits. The Seller agrees to use reasonable diligence to cure said defects but shall not be required to institute any lawsuits. If Seller is unable, after reasonable diligence, to make the title good, marketable, and insurable and acceptable to Buyer, 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. Buyer may, at Buyer's expense, obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida (**"Title Company"**) in the amount of the purchase price. In addition, the policy shall insure title to the Property for the period between closing and recording of the General Warranty Deed. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer.

6a. ENVIRONMENTAL/HAZARDOUS MATERIALS INSPECTIONS. Buyer shall, at Buyer's sole cost and expense and within forty-five (45) days from the Effective Date of this Contract, complete inspections to obtain information regarding the environmental conditions of the Real Property, and to determine the existence and extent, if any, of environmental impacts, specifically: contamination (as defined in Section 24-5 of the Code of Miami-Dade County (the **"Code"**) and/or Chapter 62-780 Florida Administrative Code (**"FAC"**) or the presence of hazardous materials or hazardous waste, pursuant to Section 24-5 of the Code, or solid waste as defined in Section 15-1 of the Code and/or Chapter 62-701 FAC, on the Real Property in violation of any laws, ordinances rules or restrictions of any governmental authority having jurisdiction (the **"Environmental Condition"**). Such inspections may include an ASTM PHASE I Environmental Site Assessment, an ASTM Phase II Environmental Site Assessment, underground storage or septic tank installation and structural integrity assessment, and asbestos or other site and improvement testing as requested by the state or local agencies including the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resource Management (DERM) for the purpose of approving a "No Further Action" plan in accordance with the Code Section 24-44(2) regarding any potential Environmental Condition.

The foregoing time periods for testing shall be referred to as the **"Inspection Period."** Should any such inspections show defects to the Property, including Environmental Conditions requiring the cost to cure, which Seller is unable or unwilling to accept, or which are unable to be cured, Buyer may elect to terminate this Contract by giving Seller written notice no later than ten (10) days after the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction in Buyer's sole discretion. Within five (5) days of Seller's receipt of written notice by the Buyer, Seller shall provide Buyer with written notice as to whether or not Seller is willing to repair such

defects to Buyer's satisfaction, and failure to so provide shall be deemed a refusal to repair same. If Seller agrees to repair such defects by Closing and effectuates such repairs to Buyer's satisfaction in Buyer's sole and absolute discretion, Buyer will proceed to Closing. If Seller is unwilling or unable to repair such defects to Buyer's satisfaction, at Buyer's option, Buyer may: (i) waive all such defects and proceed to Closing without adjustment to the Purchase Price, unless any additional reduction is mutually agreed to by Buyer and Seller; or (ii) terminate this Contract, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Buyer shall provide written notice of its election within ten (10) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. The Closing Date as set forth in Section 12 shall be extended by the number of days reasonably necessary to resolve any adverse environmental findings during the Inspection Period, provided however that after ten (10) days either Buyer or Seller may terminate the Contract.

6b. PROPERTY INSPECTIONS. Seller agrees that Buyer and its contractors, consultants and agents shall have the right to enter and inspect the entire Property to determine the condition of physical components including, but not limited to, all structural, mechanical, HVAC, foundation, plumbing, electrical system, exterior, roofs, walls, basement, ceilings, floors, structural, and safety. This inspection may also include air quality, mold, asbestos (to the extent not included in the environmental inspections for Section 6a), and any other inspections needed to verify that the Property is structurally safe, with no significant deferred maintenance or repairs, meets all regulatory requirements for existing buildings in 8-11 of the County Code required by Miami-Dade County (as a regulatory agency, not as Buyer hereto), and poses no undue threat to health.

The inspection(s) shall be performed by one or more inspectors of the Buyer's choice and may include qualified employees of Buyer. The inspectors shall be qualified in the inspection(s) which they are performing, as evidenced by licensure or professional designation as determined in Buyer's reasonable discretion. Said inspection(s) shall be at the Buyer's sole expense. Seller agrees to make the Property reasonably available for said inspection, including making arrangements with all Tenants for Buyer's inspection.

The inspection shall be completed within the Inspection Period. If Buyer or anyone representing Buyer discovers any defects in the above specified components of the Property, Buyer agrees to notify Seller in writing, describing such defects no later than ten (10) days after the expiration of the Inspection Period. If the Buyer notifies the Seller of such defects, and if within ten (10) days after such notice Buyer and Seller have not agreed in writing as to whether repairs will be made by the Seller at its expense, or the Purchase Price is to be reduced in lieu of said repairs, the Contract may be terminated by Buyer or Seller upon written notice, and both Buyer and Seller shall be released of all obligations hereunder other than such obligations that survive termination of this Contract. However, notwithstanding any provision to the contrary, or any notice given, the Buyer may unilaterally waive such defects, provided that the Buyer notifies Seller of waiver in writing within five (5) business days of receipt of Seller's election to terminate. If Buyer fails to perform this inspection or fails to notify Seller of such defects within the time specified herein, this contingency shall be deemed removed.

6c. WALK-THROUGH INSPECTION/RE-INSPECTION. On the day prior to Closing, or

on the Closing date, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property. If any new defects are discovered during such walk-through inspection, the provisions of 6b shall apply regarding notice, termination, waiver, and election to proceed, and the Closing Date shall be extended accordingly.

6d. ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES. Within thirty (30) days of the Effective Date of this Contract, Seller shall provide Buyer with copies of all repairs, treatment and maintenance contracts and warranties for the Property. At Buyer's option and cost, Seller will, at Closing assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

7. SURVEY. Buyer, at Buyer's sole cost and expense during the Inspection Period, obtain a current certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The survey shall be re-certified on a date that shall be within sixty (60) days before the Closing date, unless this sixty (60) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Property or that any improvements on the Property encroach on the land of others, the same shall be regarded as a title defect, and subject to the provisions of Section 5. The legal description in the survey shall be subject to Seller's and Buyer's approval.

8. RIGHT TO ENTER PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful and agreed upon purposes in connection with this transaction, including, but not limited to the inspections as provided for in Sections 6a, 6b and 6c, provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. Buyer hereby agrees to indemnify, protect, and hold harmless Seller from and against any and all claims, demands, losses, costs, and damages subject to all limitations of Section 768.28, Florida Statutes. If Closing does not occur, Buyer shall repair and restore the Property to the condition existing prior to any test or construction on the site.

9. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Property (or any portion thereof), nor does Seller otherwise permit the use or occupancy of the Property (or any portion thereof) by, any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, government unit, and that (i) there are no other agreements, oral or written, that permits the use or occupancy of any portion of the Property; (ii) Seller shall not permit the use or occupancy of any portion of the Property subsequent to the Effective Date; (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 Property or any portion thereof that is contrary to the representations in this Section. This Section survives the termination of this Contract and the Closing.

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

11. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the 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. This Section survives the Closing of this Contract.

12. CLOSING. The closing of this transaction (the "Closing") shall be completed within ninety (90) days of the Effective Date unless otherwise extended as mutually agreed upon by the Buyer, and the Miami-Dade County Mayor or Mayor's designee acting on behalf of Buyer, and Seller or as otherwise provided in this Contract. The specific time, date and location of the Closing shall be determined by the Buyer (the "Closing Date"). The Closing shall be an escrow closing through the offices of the Title Company, with neither party required to attend a physical closing, unless otherwise mutually agreed.

13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this Contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer. All time periods will be calculated in business days, which shall mean the days of Monday through Friday, excepting only federal holidays. If the last day upon which performance under this Contract would otherwise be required or permitted is not a business day, then the time for such performance shall be automatically extended to the next day that is a business day.

14. BROKERS. No brokers have been involved in this real property transaction. 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 Section survives the termination of this Contract and the Closing.

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

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

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

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

19. **DEFAULT.** If either Party defaults under this Contract, then the other Party may waive the default and proceed with Closing without adjustment to the Purchase Price, in which event any and all claims with respect to such default shall be deemed extinguished, or either Party may seek specific performance. In addition to specific performance, a non-defaulting Party may terminate the Contract if a defaulting Party does not cure a default within thirty (30) days of receipt of a default notice from the non-defaulting Party. Such default notice shall be sent in writing via U.S. Mail or via electronic communication. Except for any defaults under Sections 9 and 14 of this Contract, in no event shall either Party be liable for any damages (actual, special consequential, punitive, or otherwise) for any default under this Contract.

20. **LITIGATION.** In the event of any litigation arising out of this Contract, each Party shall bear its own attorney's fees and costs. This Section survives the termination of this Contract and the Closing.

WAIVER OF TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE PARTIES HERETO (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

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

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

23. **GOVERNING LAW.** This Contract is governed by and will be construed in accordance with the laws of the State of Florida, without application of conflict of law principles, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

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

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

26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent can be withheld in either Parties sole discretion.

27. ENTIRE AGREEMENT. This Contract contains the entire agreement between the Parties 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 .

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

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

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

as to Buyer:

Antonio Rodriguez, Real Estate Officer
Miami-Dade County-Internal Services Department
111 NW 1st Street, 23rd Floor
Miami, Florida 33128
Antonio.Rodriguez2@miamidade.gov

With a copy to:

Victoria Mallette, Executive Director
Miami-Dade Homeless Trust
111 NW 1st Street
Miami, Florida 33128
Victoria.Mallette@miamidade.gov

Shannon Summerset, Esq.
Assistant County Attorney
Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128
Shannon.Summerset@miamidade.gov

as to Seller: Constance Collins
Lotus Endowment Fund, Inc.
3921 Alton Road, Suite #470
Miami Beach, Fl. 33140
constance@lotusendowment.org

With a copy to: Sara Barli Herald
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Fl. 33131
Sherald@bilzin.com

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

The Buyer and Seller have duly executed this Contract as of the Effective Date.

ATTEST:
Juan Fernandez-Barquin
Clerk of Court and Comptroller

By: _____
(Deputy Clerk Signature)
Print Name: _____
Date: _____

BUYER:

MIAMI-DADE COUNTY

By: _____
Name: _____
Title: _____

Date: _____

Approved as to form and legal sufficiency:

Assistant County Attorney

Taylor Tannehill
Witness

Taylor Tannehill
Print

[Signature]
Witness

Marta Vega
Print

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 5 day of August, 2024 before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Constance Collins, personally known to me, or proven, by producing the following identification: Drivers License to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed. WITNESS my hand and official Seal at Miami, in the County and State aforesaid, on this, the 5 day of August, 2024.



Angela Verseane
Comm.: HH 329243
Expires: November 3, 2026
Notary Public - State of Florida

NOTARY SEAL / STAMP

SELLER:

LOTUS ENDOWMENT FUND, INC.

By: [Signature]
Constance Collins,
President & Executive Director

Date: 8/5/2024

[Signature] (SEAL)
Notary Public

Angela Verseane
Print Name
Notary Public, State of Florida
My Commission expires 11/3/2026

**EXHIBIT "A" to Contract for Sale and Purchase
Legal Description of Property**

FOLIO NO.: 01-3125-024-0260

Lot 9, Block 2, NORTHERN BOULEVARD TRACT, according to the Plat thereof, as recorded in Plat Book 2 at Page 29 of the Public Records of Dade County, Florida.

Less the following described parcel deeded to the City of Miami by deed recorded under CC-72372 and re-recorded under Clerks File No. 61R-192529.

Beginning at the Northeast corner of Lot 9, Block 2 of Northern Boulevard Tract, according to the Plat thereof, as recorded in Plat Book 2 at Page 29 of the Public Records of Dade County, Florida, thence run South along the East line of said Lot 9 for a distance of 4.438 feet to a Point; thence run Westerly along the arc of a curve to the right having a radius of 1940.08 feet through a central angle of $0^{\circ}53'27''$ with an arc distance of 30.164 feet to a point of tangency on a line 5.00 feet South of and parallel with the North line of said Lot 9; thence run Westerly along a line 5.00 feet South of and parallel with the North line of said for a distance of 19.829 feet to a point on the West line of said Lot 9; thence run North along the West line of said Lot 9 for a distance of 5.00 feet to the Northwest corner of said Lot 9; thence run east along the North line of said Lot 9 to the Point of Beginning.

ALSO KNOWN AS: 420 NW 35 STREET, MIAMI, FL. 33127

Exhibit "B"

A 2-story, 8-unit building including the following furniture, fixtures, and equipment:

	Item	Details	Quantity
UNIT 1	Fire Extinguisher		2
	Kitchen Sink	Two compartment sink	1
	Restroom Sink		1
	Toilet		1
	Shower Head		1
	Fan + Light	Ceiling mounted	2
	Light	Ceiling mounted	3
	AC Unit	Toshiba window mount type	2
	Bed Frame + Mattress	Queen size, two pillows, linens	1
	Couch		1
	Kitchen Table		1
	Chairs		5
	Decor	Rug, artwork, plug-in task light, misc. decor	11
UNIT 2	Fire Extinguisher		2
	Kitchen Sink	Two compartments	1
	Oven + Stove	Frigidare	1
	Undercabinet Range Hood	Broan	1
	Restroom Sink		1
	Toilet		1
	Shower Head		1
	Fan + Light	Ceiling mounted	1
	Light	Ceiling mounted	3
	AC Unit	Toshiba window mount type	2
UNIT 3	Fire Extinguisher		2
	Kitchen Sink	Two compartments	1
	Oven + Stove	Frigidare	1

	Undercabinet Range Hood	Broan	1
	Restroom Sink		1
	Toilet		1
	Shower Head		1
	Fan + Light	Ceiling mounted	1
	Light	Ceiling mounted	3
	AC Unit	Toshiba window mount type	2
	Bed Frame + Mattress	Queen size, two pillows, linens	1
	Futon		1
	Kitchen Table	Small	1
	Chairs		2
	Shelving		2
	Decor	Artwork, plug-in floor lamp, misc. decor	6
UNIT 4	Fire Extinguisher		2
	Kitchen Sink	Two compartments	1
	Restroom Sink		1
	Toilet		1
	Shower Head		1
	Fan + Light	Ceiling mounted	2
	Light	Ceiling mounted	3
	AC Unit	Toshiba window mount type	2
UNIT 5	Fire Extinguisher		2
	Kitchen Sink	Two compartments	1
	Oven + Stove	Frigidare	1
	Undercabinet Range Hood	Broan	1
	Restroom Sink		1
	Toilet		1
	Shower Head		1
	Fan + Light	Ceiling mounted	2
	Light	Ceiling mounted	3
	AC Unit	Toshiba window mount type	2

UNIT 6	Fire Extinguisher		2
	Kitchen Sink	Two compartments	1
	Oven + Stove	Frigidare	1
	Undercabinet Range Hood	Broan	1
	Restroom Sink		1
	Toilet		1
	Shower Head		1
	Fan + Light	Ceiling mounted	1
	Light	Ceiling mounted	3
	AC Unit	Toshiba window mount type	2
UNIT 7	Fire Extinguisher		2
	Kitchen Sink	Two compartments	1
	Restroom Sink		1
	Toilet		1
	Shower Head		1
	Fan + Light	Ceiling mounted	1
	Light	Ceiling mounted	3
	AC Unit	Toshiba window mount type	2
UNIT 8	Fire Extinguisher		2
	Kitchen Sink	Two compartments	1
	Oven + Stove	Frigidare	1
	Undercabinet Range Hood	Broan	1
	Restroom Sink		1
	Toilet		1
	Shower Head		1
	Fan + Light	Ceiling mounted	2
	Light	Ceiling mounted	3
	AC Unit	Toshiba window mount type	2
Common Areas			

	Light	Ceiling mounted	8
	Light	Wall mounted	10
	Water heater	Rheem - New	1
	Electrical room	All new equipment, 9 meters, 2 panels	-
	Gas meter	Honeywell - New	1

EXHIBIT "C"

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED made this ____ day of _____, 2024, between, **LOTUS ENDOWMENT FUND, INC.**, whose address is 3921 Alton Road, #470 Miami Beach, Fl. 33140 ("Grantor"), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose Post Office Address is 111 N.W. 1st Street, 23rd Floor, Miami, Florida 33128 ("Grantee").

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

WITNESSETH:

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 2024 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 the Property, and including but not limited to (i) all structures and improvements on the Property; (ii) all right, title and interest, if any, of Grantor in any land lying in the bed of any street or highway, open or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, rights of reverter, licenses, appurtenances and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

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

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

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

Signed, sealed and delivered
in the presence of:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

STATE OF _____)

_____)

COUNTY OF _____)

GRANTOR:

LOTUS ENDOWMENT FUND, INC.

By: _____

Name: Constance Collins

President & Executive Director

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 persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

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

_____(SEAL)

Notary Public

Print Name

Notary Public, State of _____

My Commission Expires _____

NOTARY SEAL / STAMP

Approved as to form and legal sufficiency:

Assistant County Attorney

The foregoing was accepted and approved on the ____ day of _____, 2024, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

By: _____
County Mayor or Designee

Exhibit A to Warranty Deed

DESCRIPTION OF LAND

Lot 9, Block 2, NORTHERN BOULEVARD TRACT, according to the Plat thereof, as recorded in Plat Book 2 at Page 29 of the Public Records of Dade County, Florida.

Less the following described parcel deeded to the City of Miami by deed recorded under CC-72372 and re-recorded under Clerks File No. 61R-192529.

ALSO KNOWN AS: 420 NW 35 STREET, MIAMI, FL.

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