

MEMORANDUM

Agenda Item No. 11(A)(6)

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

DATE: June 26, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing conveyance of two non-exclusive perpetual easements to the District Board of Trustees of Miami Dade College, Florida, in exchange for \$10.00 to operate and maintain existing utility infrastructure near Jackson Memorial Hospital consistent with Resolution No. R-1098-24; and authorizing the County Mayor to execute the Master Easement Agreement and to exercise all provisions contained therein

Resolution No. R-624-25

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



Geri Bonzon-Keenan
County Attorney

GBK/ks



MEMORANDUM (Revised)

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

DATE: June 26, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(6)

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 _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(6)
6-26-25

RESOLUTION NO. R-624-25

RESOLUTION AUTHORIZING CONVEYANCE OF TWO NON-EXCLUSIVE PERPETUAL EASEMENTS TO THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA, IN EXCHANGE FOR \$10.00 TO OPERATE AND MAINTAIN EXISTING UTILITY INFRASTRUCTURE NEAR JACKSON MEMORIAL HOSPITAL CONSISTENT WITH RESOLUTION NO. R-1098-24; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MASTER EASEMENT AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, the Public Health Trust ("Trust") is an agency and instrumentality of Miami-Dade County which is responsible for the operation, maintenance and governance of its "designated facilities" as such term is defined in chapter 154, Part II, Florida Statutes, and chapter 25A of the Code of Miami-Dade County; and

WHEREAS, section 25A-4(d) of the Code provides that title to real property must be vested in Miami-Dade County, and as such, the Trust does not have authority to convey easements on its designated facilities; and

WHEREAS, Jackson Memorial Hospital is a designated facility of the Trust; and

WHEREAS, under Resolution No. R-1098-24, Miami-Dade County is under contract to acquire certain real property (the "Property"), located on the campus of Jackson Memorial Hospital, from Miami-Dade College ("College") pursuant to an Exchange Agreement dated January 6, 2025 ("Exchange Agreement"), which resolution and executed Exchange Agreement are attached hereto as Attachment "A" and Attachment "B", respectively, and incorporated by reference herein; and

WHEREAS, the Property consists of a portion of Folio No. 01-3135-106-0010; and

WHEREAS, under Resolution No. R-1098-24, the Property will become a designated facility of the Trust upon closing of the transaction and transfer of the Property to the County; and

WHEREAS, Resolution No. R-1098-24 and the Exchange Agreement contemplated that, following the closing of the transaction, the College would retain certain easement and access rights over a portion of the Property, for the purpose of maintaining existing utility infrastructure that supports the College's campus; and

WHEREAS, Resolution No. R-1098-24 and the Exchange Agreement further contemplated that the easement agreement would be negotiated by the Trust and the College and subject to approval of this Board, as a condition precedent to closing on the transaction; and

WHEREAS, on October 25, 2023, the Board of Trustees of the Trust adopted Resolution No. PHT 10/2023-056, attached hereto as Attachment "C" and incorporated herein by reference, seeking authority to execute the Exchange Agreement and seek any additional authorization from this Board required to effectuate the transaction; and

WHEREAS, this Board finds that it is in the County's best interest to convey non-exclusive perpetual easements to the College pursuant to the Exchange Agreement, and that said easements do not impede or obstruct the purpose for which the property is being acquired from the College,

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

Section 1. This Board adopts the foregoing recitals as if fully set forth herein.

Section 2. This Board hereby authorizes the conveyance of two non-exclusive perpetual easements to the District Board of Trustees of Miami Dade College, Florida in exchange for \$10.00 to operate and maintain existing utility infrastructure on the campus of Jackson Memorial Hospital, consistent with the Exchange Agreement and this Board’s directives in Resolution No. R-1098-24.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the Master Easement Agreement for Utility Infrastructure in substantially the form attached hereto as Attachment “D” and incorporated herein by reference, and to exercise all provisions contained therein.

Section 4. This Board directs, pursuant to Resolution No. R-974-09, the County Mayor or the County Mayor’s designee to record the perpetual easement in the public records of Miami-Dade County, Florida, and to provide a recorded copy to the Clerk of the Board within 30 days of execution, and further directs the Clerk of the Board to attach and permanently store the recorded copy together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Keon Hardemon. It was offered by Commissioner **Kionne L. McGhee** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** 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
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 26th day of June, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

KMM

Kevin M. Marker

MEMORANDUM

Agenda Item No. 11(A)(12)

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

DATE: December 3, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.37, Florida Statutes, a land exchange agreement between Miami-Dade County and The District Board of Trustees of Miami-Dade College ("College") for the conveyance to the County of 48,102 square feet of land consisting of a portion of Folio No. 01-3135-106-0010 and owned by the College ("College Parcel") and required for use by The Public Health Trust as surface parking to support its Emergency Department Expansion Project in exchange for the conveyance to the College of 48,456 square feet of County-owned land consisting of a portion of Folio No. 01-3135-061-0010 and operated by The Public Health Trust of Miami-Dade County ("County Parcel"); declaring County Parcel surplus; waiving certain provisions of Implementing Order 8-4; authorizing the County Mayor and The Public Health Trust to execute the Exchange Agreement, to exercise all rights conferred therein, to accept conveyance of the College Parcel, and to take all actions necessary to effectuate same; and authorizing the Chairperson or Vice-Chairperson of the Board to execute the County Deed, subject to certain conditions

Resolution No. R-1098-24

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



Geri Bonzon-Keenan
County Attorney

GBK/jp



MEMORANDUM (Revised)

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

DATE: December 3, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(12)

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 _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(12)
12-3-24

RESOLUTION NO. R-1098-24

RESOLUTION APPROVING, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, A LAND EXCHANGE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE DISTRICT BOARD OF TRUSTEES OF MIAMI-DADE COLLEGE (“COLLEGE”) FOR THE CONVEYANCE TO THE COUNTY OF 48,102 SQUARE FEET OF LAND CONSISTING OF A PORTION OF FOLIO NO. 01-3135-106-0010 AND OWNED BY THE COLLEGE (“COLLEGE PARCEL”) AND REQUIRED FOR USE BY THE PUBLIC HEALTH TRUST AS SURFACE PARKING TO SUPPORT ITS EMERGENCY DEPARTMENT EXPANSION PROJECT IN EXCHANGE FOR THE CONVEYANCE TO THE COLLEGE OF 48,456 SQUARE FEET OF COUNTY-OWNED LAND CONSISTING OF A PORTION OF FOLIO NO. 01-3135-061-0010 AND OPERATED BY THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY (“COUNTY PARCEL”); DECLARING COUNTY PARCEL SURPLUS; WAIVING CERTAIN PROVISIONS OF IMPLEMENTING ORDER 8-4; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE AND THE PUBLIC HEALTH TRUST TO EXECUTE THE EXCHANGE AGREEMENT, TO EXERCISE ALL RIGHTS CONFERRED THEREIN, TO ACCEPT CONVEYANCE OF THE COLLEGE PARCEL, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; AND AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO EXECUTE THE COUNTY DEED, SUBJECT TO CERTAIN CONDITIONS

WHEREAS, pursuant to chapter 25A of the Code of Miami-Dade County (the “Code”), The Public Health Trust of Miami-Dade County (the “Trust”) was created as an agency and instrumentality of Miami-Dade County (the “County”) responsible for the governance, operation and maintenance of Jackson Memorial Hospital and other Designated Facilities, as that term is defined in section 154.08, Florida Statutes and chapter 25A of the Code; and

WHEREAS, section 25A-2(a) of the Code provides that by resolution, the Board of County Commissioners (the “Board”) may designate certain County property as Designated Facilities of the Trust and that this Board may also declassify and remove from Trust jurisdiction the Designated Facilities which may have been previously designated; and

WHEREAS, chapter 25A of the Code further provides that fee simple title to the Designated Facilities shall remain with the County, and that the Trust shall be authorized to obtain real property subject to the prior approval of the Commission; and

WHEREAS, The District Board of Trustees of Miami-Dade College, Florida, is a public educational institution and political subdivision of the State of Florida (“College”); and

WHEREAS, the County owns real property consisting of a portion of folio number 01-3135-061-0010, located at 1851 NW 9th Avenue, Miami and including 48,456 square feet (1.11 acres), which is currently a Designated Facility utilized by the Trust as a surface parking lot (the “County Parcel”); and

WHEREAS, the College owns real property consisting of a portion of folio number 01-3135-106-0010, located at 1000 NW 2nd Avenue, Miami and including 48,102 square feet (1.10 acres), which is currently a vacant grass lot (the “College Parcel”); and

WHEREAS, the County Parcel and the College Parcel are more specifically described in the Exchange Agreement, attached hereto and incorporated herein as “Attachment I” (the “Exchange Agreement”); and

WHEREAS, the parcels are located in County Commission District 3; and

WHEREAS, the County desires to acquire the College Parcel for the purpose of constructing parking required to support the Trust’s Emergency Department Expansion Project that is currently under construction; and

WHEREAS, the County Parcel and the College Parcel were appraised by two independent appraisers holding an MAI designation, and both appraisers concluded that the properties had equivalent values based upon the price per square foot, as further set forth in composite “Attachment II”; and

WHEREAS, Thomas F. Magenheimer, MAI concluded that the County Parcel has an appraised market value of \$7,995,000.00 and the College Parcel has an appraised market value of \$7,935,000.00; and

WHEREAS, Josh L. Rosen, MAI concluded that the County Parcel has an appraised market value of \$12,100,000.00 and the College Parcel has an appraised market value of \$12,000,000.00; and

WHEREAS, pursuant to section 125.37, Florida Statutes, the County desires to convey the County Parcel to the College in exchange for the College conveying the College parcel to the County, in accordance with the terms of the terms of the Exchange Agreement; and

WHEREAS, pursuant to section 125.37, Florida Statutes, this Board may authorize this property exchange; and

WHEREAS, the property exchange is subject to certain conditions precedent, as outlined in the Exchange Agreement: (i) that the Trust completes environmental remediation of the County Parcel; (ii) that the Trust obtains T-Plat approvals for the parcels; and (iii) that the parties negotiate and execute, subject to approval of this Board, an easement permitting the College to maintain existing underground drainage infrastructure on the College Parcel that serves adjacent property owned by the College within 270 days of the Effective Date of the Exchange Agreement (collectively the “Conditions Precedent”); and

WHEREAS, the Exchange Agreement provides for a due diligence period, in which either party may perform inspections of the parcel to be acquired to confirm that certain impediments are not present, and may terminate the agreement during this period if such impediments exist; and

WHEREAS, in accordance with County Implementing Order 8-4, the County's Internal Services Department has announced the availability of the County Parcel to all County departments to determine a need for or interest in the County Parcel, but no County department has expressed a need for or an interest in it; and

WHEREAS, the County Parcel is not needed for County purposes; and

WHEREAS, it is in the best interest of the County to exchange the County Parcel for the College Parcel; and

WHEREAS, the acquisition of the College Parcel is desired for County purposes; and

WHEREAS, this Board desires to waive the requirements of Implementing Order 8-4 as it relates to the administrative review and determinations by the County Mayor and the County's Internal Services Department and Regulatory and Economic Resources Department; and

WHEREAS, upon closing the transaction and transfer of the County Parcel to the College, and in accordance with section 25A-2(a) of the Code, this Board desires to declassify and remove from the jurisdiction of the Trust the Designated Facilities comprising the County Parcel; and

WHEREAS, upon closing and transfer of the College Parcel to the County, and in accordance with section 25A-2(a) of the Code, this Board desires to designate the property comprising the College Parcel as a designated facility of the Trust; and

WHEREAS, the Director of Real Estate Services of the Trust will be monitoring compliance with the terms of this conveyance; and

WHEREAS, this Board desires to accomplish the purposes outlined in the memorandum accompanying Resolution Number PHT 10/2023-056, a copy of which is attached hereto as “Attachment III”,

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

Section 1. This Board adopts and incorporates the foregoing recitals.

Section 2. This Board hereby approves, pursuant to section 125.37, Florida Statutes, the exchange of the County Parcel to the College for the College Parcel and the terms of the Exchange Agreement between the County and the College in substantially the form attached hereto and incorporated herein as “Attachment I.”

Section 3. This Board (i) finds that the County Parcel is not needed for County purposes, and declares it surplus, (ii) finds that the College Parcel is needed for County purposes; and (iii) waives the provisions of Implementing Order 8-4 regarding the administrative review process, findings, and memoranda by the County Mayor and the County’s Internal Services Department and Regulatory and Economic Resources Department.

Section 4. This Board authorizes the County Mayor or County Mayor’s designee to execute and the Board of Trustees of the Trust or its designee to co-execute the Exchange Agreement, in accordance with the provisions herein, and to exercise all rights and obligations contained in the Exchange Agreement and to take all actions necessary to effectuate the exchange. This Board delegates authority to the Trust to act on behalf of the County in administering the terms of the Exchange Agreement, including the right to perform the obligations and exercise any and all rights conferred therein, other than any rights reserved explicitly to the Board, and to take all other actions to effectuate the conveyance.

Section 5. This Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the County Deed conveying the County Parcel, in substantially the form attached as “Attachment IV” hereto. This Board also directs the County Mayor or County Mayor’s designee to execute the acceptance of the conveyance of the College Parcel by Quitclaim Deed in substantially the form attached as “Attachment V” hereto (the “College Parcel Deed”). The authorizations in this Section are contingent on satisfaction of the Conditions Precedent in the Exchange Agreement.

Section 6. Upon closing and transfer of the County Parcel to the College, and in accordance with section 25A-2(a) of the Code, this Board declassifies the County Parcel and removes the County Parcel from the jurisdiction of the Trust. Upon closing and transfer of the College Parcel to the County, this Board designates the College Parcel as a Designated Facility of the Trust. The Trust shall operate, maintain and govern the College Parcel in accordance with Chapter 25A of the Code.

Section 7. Pursuant to Resolution No. R-974-09, this Board: (a) directs the County Mayor or County Mayor’s designee to record the instruments of conveyance in the Public Records of Miami-Dade County, Florida and to provide a recorded copy of the instruments to the Clerk of the Board within thirty (30) days of execution of said instruments; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of the instruments together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Keon Hardemon. It was offered by Commissioner **Kevin Marino Cabrera** , 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 Rodríguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	aye
Keon Hardemon	absent	Danielle Cohen Higgins	aye
Eileen Higgins	absent	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of December, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

KMM

Kevin Marker
Andrea Gonzalez Mateo

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (hereinafter "**Agreement**") is entered into and made effective this ____ day of _____, 2024, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "**County**"), **THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**, a public educational institution and political subdivision of the State of Florida ("**College**"), and THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, an agency and instrumentality of the County ("**PHT**" or the "**Trust**"). Capitalized terms used in this Agreement and not otherwise defined are defined in Section 2. County and College may be collectively referenced as the "**Parties**" and may be individually referenced as a "**Party**".

RECITALS

WHEREAS, County owns the County Parcel (as such term is defined below), which the PHT operates as a designated facility, as such term is defined in Section 25A-2 of the Code of Miami-Dade County, Florida and Section 154.08, Florida Statutes, as amended; and

WHEREAS, College owns the College Parcel (as such term is defined below); and

WHEREAS, College desires to acquire the County Parcel for the purpose of improving the medical campus; and

WHEREAS, County desires to acquire the College Parcel for the purpose of constructing nearby surface parking to serve the new Emergency Department at Jackson Memorial Hospital; and

WHEREAS, PHT is an agency and instrumentality of the County and maintains possession and operating control of Jackson Memorial Hospital and other PHT-designated facilities, but PHT is not authorized to convey or obtain an interest in real property; and

WHEREAS, at this time, County does not require the County Parcel for any County purpose, and desires to acquire College Parcel for a County purpose; and

WHEREAS, thus, pursuant to Section 125.37, Florida Statutes, County desires to convey the County Parcel to College in exchange for the College conveying the College Parcel to County in accordance with the terms and conditions of this Agreement; and

WHEREAS, PHT joins in this Agreement to acknowledge its obligations hereunder,

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

TERMS:

1. INCORPORATION OF RECITALS.

The foregoing Recitals are true and correct and are hereby incorporated herein by reference. If there is a conflict between any of the Recitals and the terms of this Agreement, the terms set forth below shall control.

2. DEFINITIONS.

"Agreement" shall have the meaning in the Preamble.

"Appraisals" shall have the meaning set forth in Section 3.

"Applicable Law" means any applicable law, statute, code, ordinance, administrative order, implementing order, charter, resolution, order, rule, regulation, judgment, decree, writ, injunction, franchise, permit or license, of any governmental authority, now existing or hereafter enacted, adopted, promulgated, entered, or issued.

"Board" means the Board of County Commissioners of Miami-Dade County, Florida.

"Business Day" means any day other than a Saturday, Sunday or legal or bank holiday in Miami-Dade County. If any time period set forth in this Agreement expires on a day other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

"Claims" means all obligations, settlements, judgments, liabilities losses, damages, injunctions, suits, actions, proceedings, fines, fees, penalties, claims, liens, demands, costs, charges, expenses and assessments of every kind or nature, including, without limitation, all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and attorney's fees.

"Closing" shall mean the transfer and conveyance by College to the County of the College Parcel by Quit Claim Deed and the recordation thereof in the public records of Miami-Dade County, and the simultaneous transfer and conveyance by the County to College of the County Parcel by County Deed, and the recordation thereof in the public records of Miami-Dade County.

"Closing Date" shall mean that date that is on or before thirty (30) days after completion of the Conditions Precedent to Closing.

"College" shall have the meaning in the Preamble.

"College Appraisal" shall have the meaning set forth in Section 3.

"College Parcel" shall mean that certain real property consisting of approximately 48,102 square feet of land located in Miami-Dade County, Florida legally described on **Exhibit "A"**, along with any and all improvements, if any, located thereon, any and all tenements, hereditaments, privileges, servitudes, easements, appurtenances, right of ways, development rights, air rights, and any other right, title and interest that the College has or may have in the College Parcel.

"College Parcel Environmental Site Studies" shall have the meaning set forth in Section 4(C)(i)(1).

"College Parcel ESR" shall have the meaning set forth in Section 4(C)(i)(1).

"College Parcel Phase I" shall have the meaning set forth in Section 4(C)(i)(1).

"College Parcel Site Conditions" shall have the meaning described in Section 4(C).

"Conditions Precedent to Effective Date" shall have the meaning described in Section 8.

"Conditions Precedent to Closing" shall have the meaning described in Section 10.

"Corrective Action" means the investigation, assessment, clean ups, active remediation, passive remediation, monitoring, repairing and risk assessment or any combination of these activities engaged in with respect to Hazardous Materials necessary to obtain full compliance with all Environmental Laws and government restrictions.

"County" shall have the meaning in the Preamble.

"County Appraisal" shall have the meaning set forth in Section 3.

"County Deed" shall have the meaning set forth in Section 3(B).

"County Parcel" shall mean that certain real property comprising approximately 48,457 square feet of land located in Miami-Dade County, Florida legally described on **Exhibit "B"**, along with any and all improvements, if any, located thereon, any and all tenements, hereditaments, privileges, servitudes, easements, appurtenances, right of ways, development rights, air rights, and any other right, title and interest that the County has or may have in the County Parcel.

"County Parcel Delivery Standard" shall have the meaning set forth in Section 4(D)(iii)(3).

"County Parcel DERM Letter" shall have the meaning set forth in Section 4(D)(iii)(2).

"County Parcel Environmental Site Studies" shall have the meaning set forth in Section 4(D)(i)(1).

"County Parcel ESR" shall have the meaning set forth in Section 4(D)(i)(1).

"County Parcel Phase I" shall have the meaning set forth in Section 4(D)(i)(1).

"County Parcel Phase II" shall have the meaning set forth in Section 4(D)(i)(1).

"County Parcel Site Conditions" shall have the meaning set forth in Section 4(D).

"DERM" shall have the meaning set forth in Section 4(C)(i)(1).

"Due Diligence Period" shall have the meaning set forth in Section 4(A).

"Effective Date" shall mean the date that this Agreement is fully executed by all Parties including execution by the County Mayor or County Mayor's designee; such execution shall not

occur until Board approval of this Agreement, which approval shall not be effective until the earlier of (i) the date the Mayor of Miami-Dade County indicates approval of such Board action, or (ii) the lapse of ten (10) days without the Mayor's veto. In the event that the County Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the County Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs.

"Environmental Law(s)" shall mean all federal, state, regional, county and local statutes, regulations, ordinances, rules, regulations and policies, all court and administrative orders and decrees and arbitration awards, and the common law, which pertain to environmental matters or contamination of any type whatsoever, including to those relating to the presence, manufacture, processing, use, distribution, treatment, storage, disposal, generation or transportation of Hazardous Materials; air, water (including surface water, groundwater, and stormwater) or soil (including subsoil) contamination or pollution; the presence or release (which shall include, (a) spilling, leaking, pumping, pouring, emitting, emptying, discharging, migrating, injecting, escaping, leaching, dumping, or disposing any Hazardous Materials in, onto, from or about the air, water (including surface waters and groundwater), soils, subsoils or any other surface or media on-site, and (b) the abandonment or discarding of barrels, drums, containers, underground tanks, or any other receptacles ever containing any Hazardous Materials) of Hazardous Materials, protection of wildlife, endangered species, wetlands or natural resources; health and safety of employees and other persons; including the following statutes, and regulations adopted thereunder, including without limitation: Chapter 24 of the Miami-Dade County Code; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq. ("**CERCLA**"); the Solid

Waste Disposal Act, as amended by the Resource Conservation Recovery Act and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq. ("**RCRA**"); the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. § 1251 et seq.; the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. ("**TSCA**"); the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; and the Occupational Safety and Health Act, 19 U.S.C. § 6251 et seq.

"Environmental Remediation" shall have the meaning set forth in Section 4(D)(iii)(2).

"Final Plat Approval" shall have the meaning set forth in Section 7(A).

"Flooding Issue" shall mean flooding on the County Parcel that interferes with the College's full use of the County Parcel for its Intended Purpose.

"Flooding Issue Credit" shall have the meaning set forth in Section 4(D)(ii)(1).

"Flooding Remediation" shall have the meaning set forth in Section 4(D)(ii)(1).

"Geotechnical Survey" shall have the meaning set forth in Section 4(B).

"Geotechnical Survey Termination Right" shall mean either Party's right to terminate this Agreement pursuant to material issues reflected on the Geotechnical Survey.

"Hazardous Materials" means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is defined or regulated under any Environmental Laws, and includes, without limitation, asbestos in any form; Mold; urea

formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; petroleum, including, without limitation, crude oil or any fraction thereof, or any material or substance defined as a "hazardous substance", "hazardous waste", "hazardous product", "pollutant" or "contaminant" pursuant to any Environmental Laws; and which is either: (x) present in amounts in excess of that permitted or deemed safe under any Environmental Laws, or (y) handled, stored or otherwise used in any manner which is prohibited or deemed unsafe under any Environmental Laws. Hazardous Materials also means 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, or hazardous substance as defined in Florida Statutes F.S 376.301 or F.S 403.031.

"Inspections" shall have the meaning set forth in Section 4(B).

"Intended Purpose" shall mean the College's intended future use of the County Parcel, which shall include any use that the College determines appropriate for the County Parcel, in its sole discretion, that is permitted by law.

"Lien" means any encumbrance, lien, lis pendens, security interest, pledge, easement, license, right-of-way, covenant, condition, restriction or claim in, to, against or in any way applicable to any portion of the land in question.

"Municipal Lien Search" and/or **"Municipal Lien Searches"** shall have the meaning set forth in Section 5(B).

"New Title Defect" shall have the meaning set forth in Section 5(D).

"Non-cure Notice" shall have the meaning set forth in Section 5(C).

"Notice of New Title Defect" shall have the meaning set forth in Section 5(D).

"Notice of Title Defect" shall have the meaning set forth in Section 5(C).

"Parcels" means the County Parcel and College Parcel collectively.

"Party" and/or **"Parties"** shall have the meaning set forth in the Preamble.

"PHT" and or the **"Trust"** shall have the meaning set forth in the Preamble.

"Platting Approval" shall have the meaning set forth in Section 7(A).

"Post-Closing Easement" shall have the meaning set forth in Section 9(A).

"Post-Closing Easement Area" shall have the meaning set forth in Section 9(A).

"Quit Claim Deed" shall have the meaning set forth in Section 3(A).

"Release" means any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Materials.

"Survey" and/or **"Surveys"** shall have the meaning set forth in Section 6(A).

"T-Plat Approvals" shall have the meaning set forth in Section 7(A).

"**Title Commitment**" and/or "**Title Commitments**" shall have the meaning set forth in Section 5(A).

"**Title Company**" shall have the meaning set forth in Section 5(A).

"**Title Defect**" shall have the meaning set forth in Section 5(C).

"**Title Termination Right**" shall mean either Party's right to terminate this Agreement pursuant to material issues reflected on the Title Commitment, Survey, and Municipal Lien Search.

3. **PARCELS TO BE EXCHANGED AND INTEREST CONVEYED.**

A. Subject to the terms of this Agreement and in exchange for the conveyance described in Section 3.B below, College agrees to convey the College Parcel to County by Quit Claim Deed in its "AS IS, WHERE IS CONDITION," with any and all faults, and without warranties or representations in substantially the form attached as **Exhibit "C"**, which deed shall be delivered to the County, fully executed by College, at the time of Closing ("**Quit Claim Deed**").

B. Subject to the terms of this Agreement and in exchange for the conveyance described in Section 3.A above, County agrees to convey the County Parcel to College by County Deed in its "AS IS, WHERE IS CONDITION," with any and all faults, and without warranties or representations, in substantially the form attached as **Exhibit "D"**, which deed shall be delivered to College, fully executed by County, at the time of Closing ("**County Deed**").

C. Neither Party makes any representations or warranties of any kind regarding the Parcel being conveyed and both Parties acknowledge that each Party's conveyance of its

interest in the Parcel to be conveyed is in its "as is" condition, unless provided otherwise in this Agreement.

D. County has provided two appraisals for the College Parcel ("**College Appraisal**") and for the County Parcel ("**County Appraisal**", together with the College Appraisal, "**Appraisals**") to College. The Parties agree that the legal descriptions attached to this Agreement for each Parcel reflect the final legal description for each Parcel, subject to reasonable modifications required to correct any scrivener's errors. The Parties also agree that the fair market value of the College Parcel and of the County Parcel, as established by the Appraisals, are equal in value and neither Party shall owe any additional consideration to the other in exchange for the transaction contemplated by this Agreement.

E. The deeds to both Parcels shall include all improvements, easements, appurtenances, hereditaments, land use approvals, developments rights, permits, etc., pertaining to the applicable Parcel, all as set forth below.

4. DUE DILIGENCE PERIOD

A. The Due Diligence Period shall commence on the Effective Date and end at 6:00 pm Eastern Time Zone (U.S.A) sixty (60) days thereafter ("**Due Diligence Period**"). Either Party subject to this Agreement may terminate this Agreement for any Title Termination Right and Geotechnical Survey Termination Right, in the cancelling Party's sole discretion, by giving written notice of such election to the other Party on any day prior to and including the final day of the Due Diligence Period.

B. Inspection During Due Diligence Period. Subject to the limitations and requirements set forth herein, both Parties and their respective employees, agents, consultants and contractors shall have the right, with no less than two (2) days' advance written notice to the other Party, to enter and come upon the Parcels during the Due Diligence Period to conduct inspection activities that the Parties or any of the Parties' agents deem necessary or desirable including without limitation, survey work, property condition reports, additional Phase I and Phase II environmental testing, soil and water sampling, and geotechnical soil work ("**Geotechnical Survey**") (any of the foregoing permitted inspections being referred to herein as "**Inspections**"). Both Parties agree to cooperate with the other in good faith to make the necessary arrangements for the other Party and its employees, agents, consultants and contractors to access and enter the Parcels to conduct such Inspections. The Parties shall, and shall cause its employees, agents, consultants and contractors to undertake all Inspections in such a manner so as not to damage or destroy the Parcel, including any improvements thereon, nor any personal property of the other party or its customers and invitees and shall provide to the other party evidence of the required insurance, further described in Section 11.

C. College Parcel Site Conditions

i. Environmental Site Assessments

1. County confirms that environmental testing for the College Parcel, if any, including but not limited to an ASTM PHASE I Environmental Site Assessment Report of the College Parcel ("**College Parcel PHASE I**"), an Environmental Status Report ("**College Parcel ESR**") from the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resource Management ("**DERM**"), and a PHASE II Environmental

Site Assessment Report of the College Parcel ("**College Parcel PHASE II**", together with the **College Parcel Phase I and College Parcel ESR**, the "**College Parcel Environmental Site Studies**") were completed prior to the Effective Date of this Agreement. Should County determine during the Due Diligence Period that additional environmental testing of the College Parcel is required, County reserves the right to conduct such additional testing of the College Parcel.

D. County Parcel Site Conditions

i. Environmental Site Assessments

1. College confirms that environmental testing for the County Parcel, if any, including but not limited to an ASTM PHASE I Environmental Site Assessment Report of the County Parcel ("**County Parcel PHASE I**"), an Environmental Status Report ("**County Parcel ESR**") from DERM, and a PHASE II Environmental Site Assessment Report of the County Parcel ("**County Parcel PHASE II**", together with the County Parcel Phase I and County Parcel ESR, the "**County Parcel Environmental Site Studies**") were completed prior to the Effective Date of this Agreement. Should College determine during the Due Diligence Period that additional environmental testing of the County Parcel is required, College reserves the right to conduct such additional testing of the County Parcel.

ii. Flooding Issue

1. College and County have agreed to the scope, steps, and cost required to remediate the Flooding Issue, which also includes fill and leveling of the County Parcel after the Environmental Remediation work is complete ("**Flooding Remediation**"). The Parties have

agreed that College will receive a credit on the closing statement in its acquisition of the County Parcel in the amount of \$500,000, to be paid by the Trust, to address the Flooding Issue ("**Flooding Issue Credit**"). The College will obtain permits for the work associated with the Flooding Remediation and complete such work itself post-Closing, at its sole expense. County is not required to cure the Flooding Issue or complete the Flooding Remediation, and neither County nor Trust shall have any responsibility for the costs thereof.

iii. County Parcel Environmental Remediation

1. PHT agrees to remediate the County Parcel to address any environmental issues identified on the County Parcel in the County Parcel Environmental Site Studies ("**Environmental Remediation**"), at its sole cost and expense, prior to Closing. The County Parcel shall be remediated to the standard required by DERM for DERM to issue a No Further Action Letter with Acceptable Conditions or Controls, which would not interfere with the College's use of the County Parcel for its Intended Purpose ("**County Parcel DERM Letter**"). Upon mutual consent of the Parties, the date of the Closing as set forth in this Agreement shall be extended an additional number of days reasonably necessary to complete the Environmental Remediation.

2. PHT shall be responsible, at its sole cost and expense, for obtaining and processing all approvals related to the Environmental Remediation.

5. **TITLE AND TITLE INSURANCE.**

A. Each Party shall, within fifteen (15) days following the Effective Date, obtain a Title Commitment on the Parcel it is acquiring, (individually, "**Title Commitment**", together,

"Title Commitments"). The Title Commitments must be obtained from a mutually acceptable nationally recognized underwriter and title insurance company licensed by the State of Florida (**"Title Company"**). Each Party shall provide a copy of the Title Commitment on the Parcel it is acquiring to the current owner of that Parcel upon receipt from the Title Company. Each Title Commitment shall be issued to the purchasing entity, as the proposed insurance, and shall show a good, marketable, insurable title to the Parcel, and shall reflect the appropriate Party as the current owner on the effective date of the Title Commitment. The County Parcel shall be in an insured amount of \$7,999,000, and the College Parcel shall be in an insured amount of \$7,999,000. Each Party is responsible for the cost of the title premium for the Parcel they are acquiring.

B. Each Party shall, within fifteen (15) days following the Effective Date, obtain a municipal lien search on the Parcel it is acquiring (individually, **"Municipal Lien Search"**, together, **"Municipal Lien Searches"**). Each Party shall provide a copy of the Municipal Lien Search on the Parcel it is acquiring to the current owner of that Parcel upon receipt. Each Party is responsible for the Cost of the Municipal Lien Search for the Parcel they are acquiring.

C. Any uninsurable exception in either Title Commitment and any unpaid utility, lien, open permit, code enforcement issue reflected in either Municipal Lien Search shall be deemed a **"Title Defect"**. Each Party shall have ten (10) Business Days from receipt of the Title Commitment, Municipal Lien Search and Survey of the Parcel that it intends to acquire, to inspect such Title Commitment, Municipal Lien Search and Survey, and report, in writing, any Title Defect that such Party is unwilling to accept (**"Notice of Title Defect"**). The current owner of each Parcel, upon receiving such Notice of Title Defect from the acquiring entity, has the right but not the obligation to use commercially reasonable efforts to cure or remove all Title Defects

within ninety (90) days of the date of Notice of Title Defect. If the Party is unwilling or unable to timely remedy the Title Defects within such ninety (90) day period, such Party shall provide written notice to the other Party ("**Non-cure Notice**"). After receipt of such Non-cure Notice, such Party may: (1) grant the other Party additional time to cure all such Title Defects if the other Party requests additional time to cure, and may, at the expiration of such time, proceed with option (2) or (3) herein; (2) terminate this Agreement with no further liability or obligation to either Party as of the date of termination, except as provided otherwise herein; or (3) provide the other Party with written notice prior to Closing of the intent to waive such Title Defects and proceed to Closing at the other Party's sole option, (to be exercised in the sole and absolute discretion of such Party) taking title as it then exists.

D. Each Party shall update the Title Commitment and Municipal Lien Search on the Parcel it is acquiring no later than five (5) days prior to Closing, and in the event any new Title Defects appear in the updated Title Commitments and/or Municipal Lien Searches, such matters shall be deemed a "**New Title Defect**". Each Party shall have two (2) Business Days from receipt of the updated Title Commitment of the Parcel that it intends to acquire, and of the updated Municipal Lien Search, and report, in writing, any Title Defect that such Party is unwilling to accept ("**Notice of New Title Defect**"). The Party who owns the Parcel with the New Title Defect has the right but not the obligation to make commercially reasonable efforts to cure such New Title Defect prior to Closing. If the Party who owns the Parcel with the New Title Defect is unwilling to cure the New Title Defect, it shall provide written notice to the other Party, and the other Party may: (1) terminate this Agreement with no further liability or obligation to either Party as of the date of termination, except as provided otherwise herein; or (2) provide the Party with written notice prior to Closing of the intent to waive such Title Defects

and proceed to Closing at the other Party's sole option, (to be exercised in the sole and absolute discretion of such Party) taking title as it then exists. If the Party is unable to cure the New Title Defect prior to Closing, then the Closing will be extended until a date which is five (5) days after the New Title Defect is cured to the acquiring Party's satisfaction, such date not to exceed a ninety (90) day extension, absent the mutual agreement of both Parties. Each Party shall be responsible to pay all costs and expenses related to curing any such Title Defects or New Title Defect located on the Parcel on which they own, including, but not limited to, the payment of any recording fees for corrective instruments required hereunder.

E. Following the Effective Date, neither the County nor College shall place, permit, or suffer any Liens, encumbrances, or defects to be placed on either Parcel and in the event either Party so places, permits or suffers any such Liens, encumbrances, or defects to be placed on the other Party's parcel, such Party must cure the same at its expense. The Parties agree to record either this Agreement, or a Memorandum of Agreement, in a form substantially similar to the form attached as **Exhibit "E"**, that references the obligations in this paragraph.

6. SURVEY.

A. PHT shall obtain certified ALTA surveys of the College Parcel and the County Parcel, (individually, "**Survey**", together, "**Surveys**"), prepared by a professional land surveyor licensed by the State of Florida ("**Surveyor**"). The Surveys shall be completed within fifteen (15) days of the Effective Date. Each Party is responsible for the cost of the Survey for the Parcel they are acquiring.

B. PHT, after College and PHT have agreed to the Post-Closing Easement Area, shall obtain a legal description and sketch and legal of the Post-Closing Easement Area from the

Surveyor, which shall be attached to the Post-Closing Easement recorded at Closing. College shall be responsible for the cost of the legal description and sketch and legal of the Post-Closing Easement Area.

C. Each Survey shall be certified to the County, College and the Title Company, and the date of certification shall be no later than fifteen (15) days of the Effective Date and then again within thirty (30) days before the date of Closing, unless this thirty (30) day time period is waived by either Party for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy.

D. If the Surveys, and any update thereof, show any encroachment on the Parcel or that any improvements on the Parcel encroach on the land of others, the same shall be regarded as a Title Defect and subject to the provisions of Section 5C.

E. PHT and College shall each have the professional land surveyor update the Survey no less than thirty (30) days prior to Closing, unless such update is waived in accordance with this Section.

7. PLAT APPROVALS.

A. The Parties acknowledge and agree that a replat of each Parcel is required in connection with the exchange and subdivisions contemplated by this Agreement ("**Platting Approval**"). The Parties agree that T-Plat Approvals, as evidenced by an Approval Letter issued by the applicable agency with jurisdiction over the respective Parcel, must be secured for both Parcels prior to and as a condition to Closing ("**T-Plat Approvals**"). Each Party agrees that they shall be solely responsible to obtain the Final Plat Approval by the applicable agency with

jurisdiction for the respective Parcel that they are acquiring under this Agreement (“Final Plat Approvals”), after the Closing, at their sole cost and expense.

B. The Parties will mutually select a surveyor and engineer with platting experience in the City of Miami jurisdiction to prepare, submit and process the Platting Approval for each Parcel. The scope of such surveyor and engineer engagements shall include submission of the required application to obtain the T-Plat Approval for each Parcel. Upon the Parties’ mutual selection, the Trust shall 1) engage the surveyor and engineer on behalf of both Parties 2) manage the completion of the T-Plat submissions and approval processes required herein in coordination with the College, and 3) pay the costs associated with the work, subject to a 50 percent reimbursement paid by the College to the Trust as a credit at close.

C. The Parties agree, subject to any necessary approvals by the governing board of either Party, to execute and deliver any and all documents required in connection with Platting Approval, both pre- and post-closing, and the Parties agree that they will cooperate with each other in obtaining same.

D. After closing, each Party is responsible for obtaining the Final Plat Approval for the Parcel they are acquiring and for payment of any associated costs.

8. CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT.

This Agreement shall not become effective, referred to herein as the "**Effective Date**," until the following conditions precedent ("**Conditions Precedent to Effective Date**") are met:

A. The President of College executes this Agreement after approval by College's Board of Trustees, as evidenced by the execution of this Agreement;

B. The County Mayor or County Mayor's designee and the CEO of the Trust have executed this Agreement after Board approval, as evidenced by the execution of this Agreement.

9. EASEMENT ON A PORTION OF COUNTY PARCEL POST-CLOSING.

A. The Parties acknowledge that the College Parcel is located directly adjacent to a parking garage owned and operated by the College. The College seeks to retain access and maintenance rights over a portion of the College Parcel that is located adjacent to the College's parking garage after the County acquires the College Parcel ("**Post-Closing Easement Area**") for the purpose of accessing and maintaining the existing drainage system that serves the College's parking garage located on the northern portion of the College Parcel. Accordingly, Trust and College agree to cooperate in good faith to negotiate, subject to Board approval, an access easement agreement over the Post-Closing Easement Area, providing for the College's right to access and maintain the Easement Area, so long as the County determines that the Post-Closing Easement, in the County's sole and absolute determination, does not impede or obstruct the purpose for which the County is acquiring the College Parcel ("**Post-Closing Easement**"). The Post-Closing Easement will be a separate instrument negotiated between the Trust and the College prior to Closing. The Parties acknowledge that the terms of the Post-Closing Easement require separate Board approval, which may be granted or denied in the Board's sole discretion, and if approved the terms of the Post-Closing Easement shall be executed and recorded at Closing along with the other deeds exchanged by the Parties and the County Board approval of the Post-Closing Easement.

10. CONDITIONS PRECEDENT TO CLOSING.

The Closing shall not occur until the following conditions precedent are met ("**Conditions Precedent to Closing**"):

A. PHT has obtained the County Parcel DERM Letter as required in Section 4(D) of this Agreement.

C. PHT has obtained the T-Plat Approvals for the Parcels as required in Section 7(A) of this Agreement.

D. The County and College have executed the Post-Closing Access Easement in recordable form and provided the original of the Post-Closing Access Easement to the Title Company to record at Closing.

D. Any and all documents, agreements, and/or encumbrances required to be executed in relation to this Agreement, have been properly executed and delivered to the appropriate Party.

11. INSPECTIONS AND ACCESS.

A. In addition to access terms provided for in Section 4(B) related to the Inspections, the Parties, and their contractors, subcontractors (of any tier), agents, representatives, consultants, employees and servants, and affiliates, shall have the right to have reasonable access to the Parcel that they are acquiring during the term of this Agreement, in both instances, subject to the terms provided for in the following subsections:

i. Prior to and at all times during the performance of the Inspections and other access, the Parties shall at their sole expense, procure and maintain insurance or self-insurance of the types, and in the form and amounts set forth on **Exhibit "F"** attached hereto, in

subsection i thereof, attached hereto and made a part hereof, which said self-insurance policies must remain in effect during the duration of the Agreement. The Parties shall provide each other a self-insurance letter prior to any access to the Property. The Parties shall further require all contractors and subcontractors of every tier, to provide a certificate of insurance naming the other Party as an additional insured, and that meets or exceeds the insurance requirements as found in the document attached as **Exhibit "F"** in subsection ii thereof.

ii. Each Party agrees that it shall indemnify and hold harmless the other Party and its officers, employees, agents and instrumentalities from and against any and all liability, losses, or damages, including attorneys' fees and costs of defense, which each Party, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or resulting from either access or the performance of Inspections, including but not limited to any work or action, or failure to perform any work or action, by either Party or its officers, employees, and agents on or about the Parcel upon which they were granted access. Each Party shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the other Party, where applicable, including court costs and appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. The Parties expressly understand and agree that any insurance protection required by this Agreement or otherwise provided by the Parties shall in no way limit the responsibility to indemnify, keep and save harmless and defend the other Party, its officers, employees, agents and instrumentalities as provided in this Agreement. This indemnity provision is subject to the terms, provisions, and limitations of Section 768.28, Florida Statutes,

as may be amended and shall commence on the Effective Date and shall survive the termination or cancellation of this Agreement

iii. The Parties shall minimize any impact upon or to the Parcel upon which they are acquiring in carrying out its objectives. Further, the Parties agree that any and all cost or expense associated with the other Party's entry upon or use or occupancy of the Parcel upon which they were granted access rights, or performance of any Inspections, shall be borne solely by the entering Party, and upon completion of any such work, such Party shall restore the Parcel upon which they were granted access, including repairing any damage to such Parcel which occurred during, or resulted from, the other Party's work on or about such Parcel, the sufficiency of which shall be determined in the sole discretion of the Party which owns the respective Parcel. This provision shall survive the termination or cancellation of this Agreement. Neither Party shall be obligated to restore or repair any damage to the Parcel upon which they were granted access resulting from its Inspections in the event that the other Party has granted the Party its written approval to not undertake such repair or restoration

12. CLOSING AND POSSESSION.

A. Unless extended by mutual written agreement by the Parties, Closing shall take place within thirty (30) days after the Conditions Precedent to Closing are satisfied, however, if the Conditions Precedent to Closing are satisfied prior to the end of the Due Diligence Period, the Closing shall occur no earlier than ten (10) Business Days after the expiration of the Due Diligence Period. The Closing will take place at a location determined mutually acceptable by the Parties or through an escrow closing conducted by the Title Company insuring title to the applicable Parcel.

B. At Closing, County shall deliver to College the following with respect to the County Parcel:

- i. County Deed to the County Parcel from County, duly executed and acknowledged by County, in substantially similar form as attached on **Exhibit "D"**;
- ii. Such documents and instruments as are necessary or reasonably required by the title insurer and College to evidence the authority of County and its signatories to execute and deliver this Agreement and the instruments to be executed by County in connection with the transactions contemplated herein, and evidence that the execution and delivery of such instruments is the official act of County;
- iii. A Settlement Statement executed by County;
- iv. If applicable, a satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the County Parcel.

C. At Closing, College shall deliver to County the following with respect to the College Parcel:

- i. Quit Claim Deed to the College Parcel from College, executed and acknowledged by College, in substantially similar form as attached on **Exhibit "C"**;
- ii. Such documents and instruments as are necessary or reasonably required by the title insurer and County to evidence the authority of College and its signatories to execute and deliver this Agreement and the instruments to be executed by College

in connection with the transactions contemplated herein, and evidence that the execution and delivery of such instruments is the official act of College;

- iii. A Settlement Statement executed by College;
- iv. If applicable, a satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the College Parcel.

D. The Parties agree that if all of the Conditions Precedent to Closing are not satisfied within two hundred seventy (270) days of the effective date of this Agreement, unless extended by the County by written notice to the College, then this Agreement shall automatically terminate, and be null and void and of no further effect.

13. CLOSING COSTS.

A. College shall bear the following expenses and closing costs associated and related to Closing:

- i. Per Section 12(b)-4.014(10) of the Florida Administrative Code, "conveyances from federal or state agencies or their instrumentalities to another agency or instrumentality of the state or federal government are not taxable." Accordingly, the exchange contemplated by this Agreement is not taxable. Should any taxes apply, College shall bear the expense of documentary stamps and surtax, if any, on the deed for the Parcel it is conveying;
- ii. College shall, as part of its closing costs obligations for Closing, procure and bear the premium of the County's Alta Form 2006 title insurance policy for the County Parcel;

- iii. College shall bear the cost and expense of all title searches, lien searches, and title insurance premiums related to County Parcel.
- iv. College shall bear the cost and expense of the Survey, the legal description and sketch and legal required for the recording of the Post-Closing Easement Area, and County Appraisal for the Parcel it is acquiring.
- v. College shall bear the cost of recording the deed for the Parcel it is acquiring.
- vi. College shall bear 50% of the cost incurred by PHT in obtaining T-Plat approvals for the College Property and the County Property as required in Section 7 of this Agreement, which shall not exceed \$50,000.

B. County shall bear the following expenses and closing costs associated and related to Closing:

- i. Per Section 12(b)-4.014(10) of the Florida Administrative Code, "conveyances from federal or state agencies or their instrumentalities to another agency or instrumentality of the state or federal government are not taxable." Accordingly, the exchange contemplated by this Agreement is not taxable. Should any taxes apply, County shall bear the expense of documentary stamps and surtax, if any, on the deed for the Parcel it is conveying;
- ii. County shall as part of its closing costs obligations for Closing, procure and bear the premium of the College's Alta Form 2006 title insurance policy for the College Parcel;

- iii. County shall bear the cost and expense of all title searches, lien searches and title insurance premiums related to College Parcel.
- iv. County shall bear the cost and expense of the Survey and Appraisal for the Parcel it is acquiring.
- v. County shall bear the cost of recording the deed for the Parcel it is acquiring and the cost of recording the Post-Closing Easement.
- vi. County shall bear the cost of the Flooding Issue Credit, as reflected by a credit in College's favor on the closing statement for the County Parcel.
- vii. County shall bear 50% of the cost incurred by PHT in obtaining T-Plat approvals for the College Property and the County Property as required in Section 7 of this Agreement.

C. Notwithstanding the above, each Party shall be responsible for its own attorneys' fees and due diligence, and any and all 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 the day of Closing.

14. TAXES AND ASSESSMENTS.

Both College and County, as political subdivisions of the State of Florida, are exempt and immune from the payment of ad valorem taxes.

15. RISK OF LOSS.

The risk of loss for the County Parcel shall remain with County until the time of Closing and shall thereafter belong solely to College. The risk of loss for the College Parcel shall remain with College until the time of Closing and shall thereafter belong solely to County.

16. THE COUNTY AND/OR COLLEGE'S DEFAULT.

A. If the College materially breaches or fails, without legal excuse (i) to complete the purchase of the College Parcel and/or County Parcel on the scheduled Closing Date or (ii) to perform its material obligations under this Agreement and any such circumstance described in this clause (ii) continues for thirty (30) days after written notice from County to College (which written notice shall detail such default or breach), provided that such thirty (30) day notice and cure period shall not apply to any repetitive breaches of any of the provisions of this Agreement), then County may pursue any action at law or in equity (including specific performance) as necessary to protect the County from the College's defaults and/or to fully compensate the County for College's defaults.

B. If the County or PHT materially breaches or fails, without legal excuse (i) to complete the purchase of the College Parcel and/or County Parcel on the scheduled Closing Date or (ii) to perform its material obligations under this Agreement and any such circumstance described in this clause (ii) continues for thirty (30) days after written notice from College to County (which written notice shall detail such default or breach), provided that such thirty (30) day notice and cure period shall not apply to any repetitive breaches of any of the provisions of this Agreement), then College may pursue any action at law or in equity (including specific

performance) as necessary to protect the College from the County's defaults and/or to fully compensate the College for the County's defaults.

C. In the event that the Closing does not occur by reason of a default under Section 17.A. or 17.B. herein, the defaulting Party shall reimburse all reasonable costs expended by the non-defaulting Party, including but not limited to reasonable attorney's fees and costs accrued pursuant to any inspections, tests, surveys, appraisals, etc. contemplated under this Agreement. Notwithstanding anything contained herein to the contrary, in no event shall College or the County or PHT be liable to the other for lost profits and for consequential and/or incidental damages. This clause shall survive the expiration and/or termination of this Agreement.

17. LITIGATION.

In the event of any litigation arising out of the terms and/or covenants of this Agreement, each Party shall bear its own attorneys' fees and costs.

18. ASSIGNMENT AND/OR LEASE.

The Parties agree that except as provided herein, this Agreement and/or either of the Parcels may not be conveyed, assigned or leased prior to Closing without the prior written consent of the Parties. Further, the Parties specifically agree that any transferee, assignee or lessee, after written consent, shall review this Agreement and enter into a separate agreement acknowledging its duties and responsibilities to fulfill the terms of this Agreement in a timely manner. Neither Party shall be released from any of its obligations or liabilities hereunder as a result of any such assignment.

19. NOTICES.

Any notice required or permitted to be given under this Agreement, unless otherwise agreed to herein, shall be delivered by hand, by the United States Post Office, sent Certified Mail, Return Receipt Requested, postage pre-paid, or by a nationally recognized overnight delivery service (such as FedEx), with the requirement of signature confirmation upon delivery, and addressed as described below, and all such notices will be deemed effective or received only upon receipt or refusal of delivery.

Notice to College: The District Board of Trustees of Miami Dade College, Florida

 (College)

 c/o Maryam Laguna Borrego, Ph.D

 Vice President for External Affairs Strategy and Chief of Staff

 300 N.E. 2nd Avenue

 Miami, Florida 33132

cc: Miami Dade College

 Javier A. Ley-Soto, Esq.

 General Counsel

 300 N.E. 2nd Avenue, Room 1453

 Miami, Florida 33132

Notice to County/Trust: Public Health Trust of Miami-Dade County

 c/o Dan Chatlos, Director

 1611 NW 12th Avenue

 Miami, Florida 33136

With a copy to: Miami-Dade County Attorney's Office

 c/o Kevin Marker

 111 N.W. 1st Street, Suite 2810

 Miami, Florida 33128

20. SUCCESSOR IN INTEREST.

 All of the terms of this Agreement, including but not limited to the representations, warranties and covenants of the Parties, shall be binding upon and shall inure to the benefit of the Parties to this Agreement and their respective successors, administrators and assigns.

21. RADON GAS.

 Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

22. GOVERNING LAW.

This Agreement has been negotiated and executed in Florida. The Parties hereby agree that this Agreement shall be construed and governed in accordance with the laws of the State of Florida, without application of conflict of laws principles, and venue for any action concerning the terms of this Agreement or any acts arising or relating thereto shall be in Miami-Dade County, Florida.

23. SAVINGS CLAUSE.

In the event any term or provision of this Agreement is determined by an arbitration panel, or appropriate judicial authority, to be illegal, ineffective, unenforceable or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

24. NUMBERS AND GENDER.

Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

25. CAPTIONS.

The captions or headings in this Agreement are inserted for the convenience of reference only and shall not be deemed to alter any provision of this Agreement or affect its meaning or construction.

24. EXHIBITS.

All references in this Agreement to exhibits, schedules, paragraphs, subparagraphs and sections refer to the respective subdivisions of this Agreement, unless the reference expressly identifies another document.

25. BROKERAGE.

There are no brokerage fees or commissions payable with respect to the conveyance of the County Parcel to College and/or of the College Parcel to the County.

26. AMENDMENTS.

All amendments, changes and/or modifications to this Agreement must be in writing and signed by all Parties, and (1) with regard to the County, any amendments, changes and/or modifications must be signed by the then-current County Mayor or the County Mayor's designee after approval by the Board of County Commissioners, except as provided in Section 38.E. herein, and (2) with regard to the College, any amendments, changes and/or modifications must be signed by the president of the College after approval by the College's Board of Trustees.

27. SURVIVAL.

The covenants, disclosures, warranties, representations, indemnities, affirmations, and undertakings of the parties herein as set forth in this Agreement shall survive Closing.

28. COUNTERPARTS.

This Agreement may be executed in counterparts and 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.

29. LIENS.

Certified municipal and County liens, if any, on College Parcel shall be paid in full by College. If a pending lien has been filed against the College which has not been certified as of the date of Closing, and 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 College.

Certified municipal and County liens, if any, on County Parcel shall be paid in full by County. If a pending lien has been filed against the County which has not been certified as of the date of Closing, and 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 Trust.

30. SOVEREIGN RIGHTS.

Both Parties retain all of their sovereign prerogatives and rights as a sovereign entity under State law. It is expressly understood that notwithstanding any provisions of this Agreement and the Parties' status thereunder:

- (a) Each Party retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a sovereign entity under State and local law and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature of general applicability which is applicable to

the properties herein, or be liable for the same including any approvals needed under zoning hearings; and

(b) The Parties shall not, by virtue of this Agreement, be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature of general applicability which is applicable to the planning, design, construction, development, and/or operation of the Parcels; and

(c) Notwithstanding and prevailing over any contrary provision in this Agreement; nothing in this Agreement shall bind the County's Board of County Commissioners, the College's Board of Trustees, the County's Planning and Zoning Department, the County's Department of Regulatory and Economic Resources, or any other County, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Parties or other applicable governmental agencies in the exercise of its police power.

(d) Nothing in this Agreement shall be deemed a limitation or waiver of the Parties' sovereign immunity rights under Florida Statute Section 768.28.

31. WAIVER.

Waiver by either party or any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

32. NO THIRD PARTY BENEFICIARIES.

Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provide in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

38. DELEGATION.

The County delegates to the PHT the power, authority, and right, on behalf of the County, and without further resolution or action of the Board of County Commissioners, to:

- A. Review and approve documents, notices, requests, and other instruments required or allowed to be submitted to the County pursuant to this Agreement;
- B. Consent to actions, events or undertakings by College or extensions of time periods for which consent is required or permitted of the County;
- C. Execute any and all documents on behalf of the County necessary or convenient to the foregoing consents or approvals, as well as any documents needed to comply with applicable regulatory procedures to effectuate the transaction set forth in this Agreement;
- D. Terminate this Agreement in accordance with the termination provisions included herein;

- E. Amend this Agreement to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature, or to carry out the purposes of this Agreement, consistent with the Board resolution authorizing the County's execution of this Agreement;
- F. Act on behalf of the County, as its authorized agent: (i) in the performance of the County's obligations under this Agreement (to the extent the PHT is not prohibited from doing so by Applicable Law); and (ii) in exercising the County's rights contained in this Agreement, including, but not limited to, the right to enforce the terms of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGES AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first hereinabove written, and they intend to be legally bound hereby to all of the terms and conditions of this Agreement.

College:

**THE DISTRICT BOARD OF TRUSTEES OF
MIAMI DADE COLLEGE, FLORIDA**

Witness/Attest

By: _____

Witness/Attest

Name: Malou C. Harrison, Ph.D.

Title: Executive Vice President and Provost

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ of _____, a _____. She is personally known to

me or has produced State of _____ *[include state of driver's license]* driver's license as
identification ☐.

(Sign Name)

(Type or Print Name)

My Commission Expires:

Notary Public, State of _____

Serial No. (none, if blank): _____

[AFFIX NOTARIAL SEAL]

THE TRUST:

**PUBLIC HEALTH TRUST OF MIAMI-DADE
COUNTY, FLORIDA, an agency and
instrumentality of Miami-Dade County, Florida**

By:_____

Name: Carlos A. Migoya

Title: Chief Executive Officer

THE COUNTY:

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

By:_____

Name: Daniella Levine Cava

Title: County Mayor

ATTEST:

By:_____

Clerk of the Board

APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE MIAMI-DADE COUNTY
ATTORNEY'S OFFICE

By:_____

Name:_____

Title: _____

Date:_____

EXHIBIT A

LEGAL DESCRIPTION OF COLLEGE PARCEL

OF **3** SHEETS

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

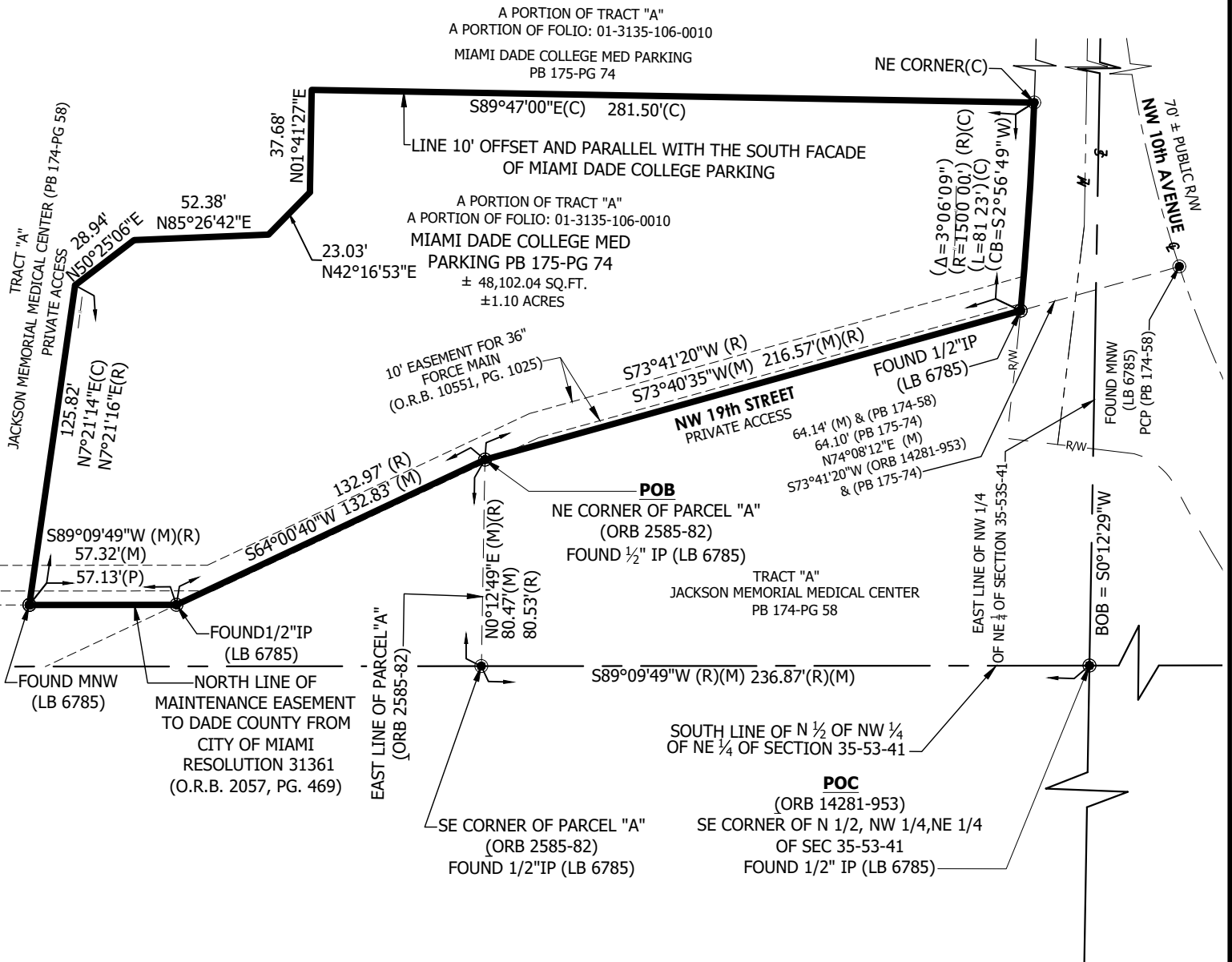
LEGAL DESCRIPTION

A portion of Tract "A" MIAMI DADE COLLEGE MED PARKING according to the plat thereof as recorded in Plat Book 175 Page 74 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southeasterly corner of the North half of the Northwest quarter of the Northeast quarter of Section 35, Township 53 South, Range 41 East, Dade County, Florida; thence run South 89°09'49" West along the South line of the North half of the Northwest quarter of the Northeast quarter of said Section 35 for a distance of 236.87 feet to the Southeast corner of Parcel "A" as described in that certain Warranty Deed dated July 28, 1958 and filed in Official Records Book 2585 Page 82 of the Public Records of Dade County, Florida; thence run North 00°12'49" East along the East line of said Parcel "A" for a distance of 80.47 feet to the Northeast corner of said Parcel "A" and the **Point of Beginning** of the parcel of land hereinafter described; thence South 64°00'40" West along the Northerly line of said Parcel "A" for distance of 132.83 feet to a Point of Intersection with the North line of a permanent easement to Dade County from the City of Miami per City of Miami resolution No. 31361; thence run South 89°09'49" West along the North line of said permanent easement for a distance of 57.32 feet to a point; thence run North 07°21'14" East along the westerly line of Tract "A" of the aforementioned plat for a distance of 125.82 feet; thence run North 50°25'06" East for a distance of 28.94 feet; thence run North 85°26'42" East for a distance of 52.38 feet; thence run North 42°16'53" East for a distance of 23.03 feet; thence run North 01°41'27" East for a distance of 37.68 feet to a point online with a line 10 feet offset and parallel with the south facade of Miami Dade College Parking; thence run South 89°47'00" East along the said 10 feet offset line for 281.50 feet to a point on the westerly right of way line of NW 10th Ave as shown in the aforementioned Plat Book 175, Page 74 of the public records of Dade-County, Florida; thence Southerly along the arc of a curve to the right having a radius of 1500.00 feet through a central angle of 03°06'09" for an arc distance of 81.23 feet and chord of bearing South 02°56'49" West to the Northeast corner of Parcel "B" as described in the aforementioned Warranty Deed dated July 28, 1958; thence run South 73°40'35" West along the Northerly line of said Parcel "B" for a distance of 216.57 feet to the **Point of Beginning**.

Containing 48,102.04 square feet or 1.10 acres more or less, lying and being in City of Miami, Miami-Dade County, Florida.

This Sketch & Legal Description is not full and complete without all sheets.



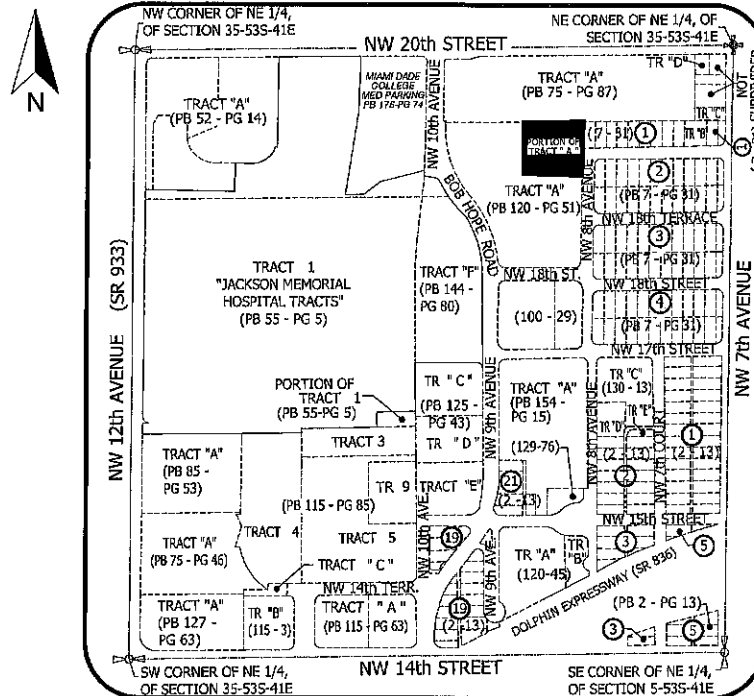
OF **3** SHEETS

EXHIBIT B

LEGAL DESCRIPTION OF COUNTY PARCEL

CITY OF MIAMI, MIAMI-DADE COUNTY
SEC 35, TWP 53S, RGE 41E
PARCEL ID: PORTION OF 01-3135-061-0010

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SKETCH LOCATION
NTS

SURVEYOR'S NOTES

1. This is not a Boundary Survey.
2. Not valid without the signature and the original raised seal of a Florida Licensed Professional Surveyor and Mapper.
3. Bearings are referenced to the Monument Line of NW 8th Avenue, with an assumed bearing of S00°15'19"W.
4. All dimensions as shown are based in US foot.
5. This Sketch & Legal Description is not full and complete without all sheets.

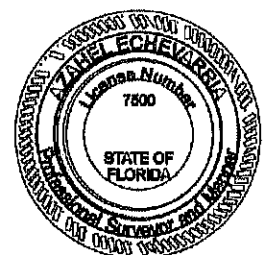
LEGEND & ABBREVIATIONS

BOB= Basis of Bearings	FND= Found	POB= Point of Beginning	TWP= Township
C= Centerline	MDC= Miami-Dade County	POC= Point of Commencement	UE= Utility Easement
EASMT= Easement	M= Monument line	POT= Point of Termination	SEC= Section
(R)= Recorded	N&W= Nail & Washer	RGE= Range	SR= State Road
(C)= Calculated	PB= Plat Book	R/W= Right-of-Way	§= Section Line
(M)= Measured	PG= Page		

SURVEYOR'S CERTIFICATE

I hereby certify that the sketch and legal description of the hereon described property is true and correct to the best of my knowledge and belief as delineated under my direction on December 1st, 2023. I further certify that this sketch and legal description meets the Standards of Practice as set forth by the Florida Board of Surveyors and Mappers pursuant to Rule Chapter 5J-17 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

This item has been electronically signed and sealed by Azahel Echevarria on the adjacent to the seal using a SHA authentication code. Printed copies of the document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.



FR ALEMAN

FR Aleman & Associates, Inc.
10305 NW 41 Street, Suite 200, Miami, FL 33178
Phone: 305.591.8777 Fax: 305.599.8749 LB: 6785

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR PORTION OF PARCEL

01-3135-061-0010

ATTACHMENT I
MDC062

Azahel Echevarria

AZAHEL ECHEVARRIA, PSM
PROFESSIONAL SURVEYOR AND MAPPER NO. 7800,
STATE OF FLORIDA

DRAWN BY: ESS	SHEET
CHECKED BY: AE	1
DATE: 12-01-2023	
SCALE: N/A	
JOB No.: 3261W07	OF 3 SHEETS

CITY OF MIAMI, MIAMI-DADE COUNTY
SEC 35, TWP 53S, RGE 41E
PARCEL ID: PORTION OF 01-3135-061-0010

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

LEGAL DESCRIPTION

A portion of Tract "A" of HIGHLAND PARK DRIVE SECTION ONE according to the plat thereof as recorded in Plat Book 120 Page 51 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of section 35 Township 53 South, Range 41 East and run S0°12'52"W, along the west line of the Northeast 1/4 of the Northeast 1/4 of said section 35, for 335.75 feet; thence N89°11'25"E, along the North line of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of said section 35, for 421.12 feet to the **Point Of Beginning (POB)** of the following described parcel; thence continue N89°11'25"E along the last described course for 237.50 feet to a point coincident with the Northeast corner of Tract "A" of aforementioned plat HIGHLAND PARK DRIVE SECTION ONE, Plat Book 120 Page 51 of the Public Records of Dade County, Florida; thence S0°15'19"W along the easterly line of said Tract "A" for 204.33 feet to a point, thence S89°15'04"W for a distance of 237.48 feet to a point, thence N0°14'56"E for a distance of 204.00 feet to the point of beginning.

Containing 48,456.53 square feet or 1.11 acres more or less, lying and being in City of Miami, Miami-Dade County, Florida.

This Sketch & Legal Description is not full and complete without all sheets.

FRALEMAN

FR Aleman & Associates, Inc.
10305 NW 41 Street, Suite 200, Miami, FL 33178
Phone: 305.591.8777 Fax: 305.599.8749 LB: 6785

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

FOR PORTION OF PARCEL

01-3135-061-0010

ATTACHMENT I
MDC063

DRAWN BY: ESS

CHECKED BY: AE

DATE: 12-01-2023

SCALE: N/A

JOB No.: 3361W007

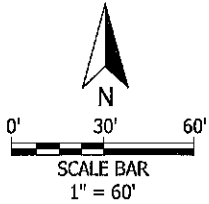
SHEET

2

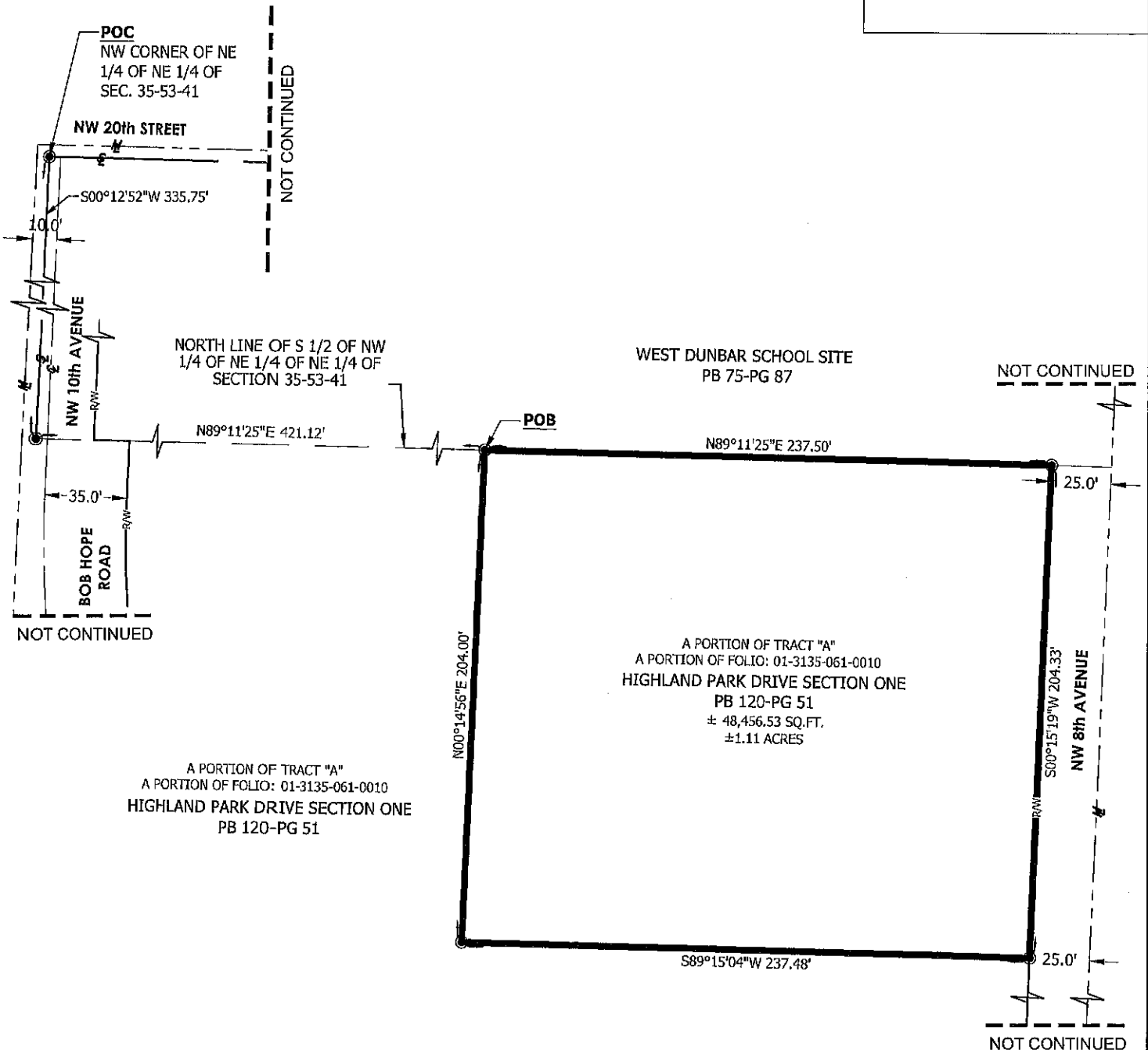
3 SHEETS

ATTACHMENT A

CITY OF MIAMI, MIAMI-DADE COUNTY
SEC 35, TWP 53S, RGE 41E
PARCEL ID: PORTION OF 01-3135-061-0010



SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



This Sketch & Legal Description is not full and
complete without all sheets.

FRALEMAN

FR Aleman & Associates, Inc.
10305 NW 41 Street, Suite 200, Miami, FL 33178
Phone: 305.591.8777 Fax: 305.599.8749 LB: 6785

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
FOR PORTION OF PARCEL
01-3135-061-0010**

ATTACHMENT I
MDC064

DRAWN BY: ESS

CHECKED BY: AE

DATE: 12-01-2023

SCALE: 1" = 60'

JOB No.: 3361W007

SHEET

3

OF 3 SHEETS

ATTACHMENT A

EXHIBIT C
FORM OF QUIT CLAIM DEED

Instrument prepared by:
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, FL 33131
Attention: Joseph M. Hernandez, Esq.

Record and return to:
Public Health Trust of Miami-Dade County
Real Estate Services Department
1611 NW 12 Avenue
Miami, Florida 33136

Portion of Folio No 01-3135-106-0010

[Space Above This Line For Recording Data]

QUIT CLAIM DEED

This Quit Claim Deed, made this _____ day of _____, 202_ by **THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**, a public educational institution and political subdivision of the State of Florida, a Florida not-for-profit corporation (hereinafter “Grantor”) whose address is 300 N.E. 2nd Avenue Miami, Florida 33132, in favor of **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter “Grantee”), whose address is: Stephen P. Clark Center, 111 NW 1 Street, Suite 17-202, Miami, Florida 33128.

Grantor, in consideration of \$10.00 and other consideration paid by Grantee, the receipt and sufficiency of which is acknowledged, grants, and quit claims to Grantee all the right, title, and interest which Grantor has in the real property described on **Exhibit A (“Property”)**.

Together with (i) any improvements on the Property; (ii) any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; (iii) all easements, rights of way, privileges, licenses, and appurtenances belonging or in any way appertaining to the

Property; (iv) landlord's interest in all leases, if any, on the Property; and (v) all other rights and benefits in any way related to the Property.

To have and to hold the Property to Grantee and Grantee's successors and assigns in fee simple forever.

[Remainder of page intentionally blank; signatures follow]

Grantor has executed this Quit Claim Deed as of the Effective Date.

College:

Address: _____

Witness/Attest

THE DISTRICT BOARD OF TRUSTEES OF

MIAMI DADE COLLEGE, FLORIDA

Witness/Attest

By: _____

Name: Malou C. Harrison, Ph.D.

Title: Executive Vice President and Provost

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2024, by _____, as
_____ of _____, a _____. She is personally known to
me or has produced State of _____ *[include state of driver's license]* driver's license as
identification ☐.

(Sign Name)

(Type or Print Name)

My Commission Expires:

Notary Public, State of _____

Serial No. (none, if blank): _____

[AFFIX NOTARIAL SEAL]

EXHIBIT A
LEGAL DESCRIPTION
TO QUIT CLAIM DEED

A portion of Tract "A" MIAMI DADE COLLEGE MED PARKING according to the plat thereof as recorded in Plat Book 175 Page 74 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southeasterly corner of the North half of the Northwest quarter of the Northeast quarter of Section 35, Township 53 South, Range 41 East, Dade County, Florida; thence run South 89°09'49" West along the South line of the North half of the Northwest quarter of the Northeast quarter of said Section 35 for a distance of 236.87 feet to the Southeast corner of Parcel "A" as described in that certain Warranty Deed dated July 28, 1958 and filed in Official Records Book 2585 Page 82 of the Public Records of Dade County, Florida; thence run North 00°12'49" East along the East line of said Parcel "A" for a distance of 80.47 feet to the Northeast corner of said Parcel "A" and the **Point of Beginning** of the parcel of land hereinafter described; thence South 64°00'40" West along the Northerly line of said Parcel "A" for distance of 132.83 feet to a Point of Intersection with the North line of a permanent easement to Dade County from the City of Miami per City of Miami resolution No. 31361; thence run South 89°09'49" West along the North line of said permanent easement for a distance of 57.32 feet to a point; thence run North 07°21'14" East along the westerly line of Tract "A" of the aforementioned plat for a distance of 125.82 feet; thence run North 50°25'06" East for a distance of 28.94 feet; thence run North 85°26'42" East for a distance of 52.38 feet; thence run North 42°16'53" East for a distance of 23.03 feet; thence run North 01°41'27" East for a distance of 37.68 feet to a point online with a line 10 feet offset and parallel with the south facade of Miami Dade College Parking; thence run South 89°47'00" East along the said 10 feet offset line for 281.50 feet to a point on the westerly right of way line of NW 10th Ave as shown in the aforementioned Plat Book 175, Page 74 of the public records of Dade-County, Florida; thence Southerly along the arc of a curve to the right having a radius of 1500.00 feet through a central angle of 03°06'09" for an arc distance of 81.23 feet and chord of bearing South 02°56'49" West to the Northeast corner of Parcel "B" as described in the aforementioned Warranty Deed dated July 28, 1958; thence run South 73°40'35" West along the Northerly line of said Parcel "B" for a distance of 216.57 feet to the **Point of Beginning**.

Containing 48,102.04 square feet or 1.10 acres more or less, lying and being in City of Miami, Miami-Dade County, Florida.

EXHIBIT D
FORM OF COUNTY DEED

Instrument prepared by:
Public Health Trust of Miami-Dade County
Real Estate Services Department
1611 NW 12 Avenue
Miami, Florida 33136

Record and return to:
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, FL 33131
Attention: Joseph M. Hernandez, Esq.

Portion of Folio No 01-3135-061-0010

COUNTY DEED

THIS COUNTY DEED, made this _____ day of _____, 202_ by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter “County”), whose address is: Stephen P. Clark Center, 111 NW 1 Street, Suite 17-202, Miami, Florida 33128, and **THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**, a public educational institution and political subdivision of the State of Florida, a Florida not-for-profit corporation (hereinafter “Grantee”) whose address is 300 N.E. 2nd Avenue Miami, Florida 33132.

WITNESSETH:

That the County, for and in consideration of the sum of \$_____ to it in hand paid by the Grantee, receipt and sufficiency hereby being acknowledged, hereby grants, bargains and sells to the Grantee, its successors and assigns forever, the following legally described land lying and being in Miami-Dade County, Florida (hereinafter the “Property”):

LEGAL DESCRIPTION

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This grant conveys only the interest of Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations, ordinances, restrictions, conditions, and other prohibitions imposed by any governmental authority with jurisdiction over the Property; all covenants, conditions, restrictions, easements, rights of way, reservations, rights, agreements and encumbrances, whether or not of record; taxes for the year of closing and subsequent years; and the following restrictions:

- (1) The Property shall be connected to a sanitary sewer system, and shall not be permitted to utilize a septic tank system, in the event that any plumbing is constructed thereon which necessitates same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice Chairperson of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin,
Clerk of the Court and
Comptroller

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

By: _____
(Deputy Clerk Signature)

By: _____
Oliver G. Gilbert III, Chairperson

Print Name: _____

Date: _____

Address: 73 W. Flagler Street
Miami, Florida 33130

By: _____
Title: _____
Address: _____

Approved for legal sufficiency:

By: _____

Assistant County Attorney

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____ 202_.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this _____ day of _____, 20__, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared _____, [] in person or [] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the _____ of _____, and whose name the forgoing instrument is executed

and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation.

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

(SEAL)

Notary Public

Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____
My Commission expires: _____

EXHIBIT A to County Deed

A portion of Tract "A" of HIGHLAND PARK DRIVE SECTION ONE according to the plat thereof as recorded in Plat Book 120 Page 51 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of section 35 Township 53 South, Range 41 East and run S0°12'52"W, along the west line of the Northeast 1/4 of the Northeast 1/4 of said section 35, for 335.75 feet; thence N89°11'25"E, along the North line of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of said section 35, for 421.12 feet to the **Point Of Beginning (POB)** of the following described parcel; thence continue N89°11'25"E along the last described course for 237.50 feet to a point coincident with the Northeast corner of Tract "A" of aforementioned plat HIGHLAND PARK DRIVE SECTION ONE, Plat Book 120 Page 51 of the Public Records of Dade County, Florida; thence S0°15'19"W along the easterly line of said Tract "A" for 204.33 feet to a point, thence S89°15'04"W for a distance of 237.48 feet to a point, thence N0°14'56"E for a distance of 204.00 feet to the point of beginning.

Containing 48,456.53 square feet or 1.11 acres more or less, lying and being in City of Miami, Miami-Dade County, Florida.

EXHIBIT E

FORM OF MEMORANDUM OF AGREEMENT

This Instrument Prepared by,
Record and Return To:
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, FL 33131
Attention: Joseph M. Hernandez, Esq.

MEMORANDUM OF AGREEMENT

By this Memorandum of Agreement (“**Memorandum**”) entered into this ____ day of _____, 202__ (“**Effective Date**”), **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "**County**"), **THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**, a public educational institution and political subdivision of the State of Florida ("**College**"), hereby declares and agrees as follows:

A. County is the owner of the real property in Miami-Dade County, Florida, described on the attached **Exhibit "A"** (the "**County Parcel**").

B. College is the owner of the real property located in Miami-Dade County, Florida described on the attached **Exhibit "B"** (the "**College Parcel**")

C. County and College are parties to that certain Exchange Agreement dated _____ the "**Agreement**"), pursuant to which County has contracted to acquire the College Parcel and College has contracted to acquire the County Parcel.

D. Pursuant to Section 5(E) of the Agreement, the Parties agreed to record in public record the following terms in a memorandum of agreement:

"Following the Effective Date, neither the County nor College shall place, permit, or suffer any Liens, encumbrances, or defects to be placed on either Parcel and in the event either Party so places, permits or suffers any such Liens, encumbrances, or defects to be placed on the other Party's parcel, such Party must cure the same at its expense."

E. College and County desire to give actual and constructive notice to all persons interested in the College Parcel and the County Parcel of the existence of the Agreement.

MEMORANDUM:

1. The foregoing recitals are correct and incorporated in this Memorandum by reference.
2. The provisions of Section 5(E) shall continue in full force and effect unless such right is terminated in accordance with the terms and conditions of the Agreement.
3. All of the terms, conditions, and agreements contained within the Agreement are fully incorporated in this Memorandum by reference as if fully set forth in this Memorandum.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the Effective Date.

(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin,
Clerk of the Court and
Comptroller

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

By: _____
(Deputy Clerk Signature)

By: _____
Daniella Levine Cava, County Mayor

Print Name: _____

Date: _____

Address: 73 W. Flagler Street
Miami, Florida 33130

By: _____
Title: _____
Address: _____

Approved for legal sufficiency:

By: _____

Assistant County Attorney

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____ 202__.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this _____ day of _____, 20__, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared _____, [] in person or [] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the _____ of _____, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation.

MIAMI 11081448.22 78849/304885

ATTACHMENT I
MDC077

ATTACHMENT A

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

(SEAL)

Notary Public

Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____

My Commission expires: _____

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the Effective Date.

College:

Address: _____

Witness/Attest

THE DISTRICT BOARD OF TRUSTEES OF

MIAMI DADE COLLEGE, FLORIDA

Witness/Attest

By: _____

Name: Malou C. Harrison, Ph.D.

Title: Executive Vice President and Provost

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ of _____, a _____. She is personally known to me or has produced State of _____ *[include state of driver's license]* driver's license as identification ☐.

(Sign Name)

(Type or Print Name)

My Commission Expires:

Notary Public, State of _____

Serial No. (none, if blank): _____

[AFFIX NOTARIAL SEAL]

EXHIBIT F

INSURANCE REQUIREMENTS

1. Each Party shall provide the other Party with a self-insurance letter as evidence of:
 - (a) Florida Statutory Workers' Compensation Self-Insurance and Employer's Liability Insurance.
 - (b) General Liability Self-Insurance subject to the provisions, limits and limitations of F.S. 768.28, as may be amended.
 - (c) Auto Liability Self-Insurance subject to the provisions, limits and limitations of F.S. 768.28, as may be amended.
2. Additional Provisions. To the extent a Party engages any other contractors or other third parties to perform any work on the Premises, such contractors/third parties shall comply with the insurance requirements set forth below:
 - (a) Florida Statutory Workers' Compensation Insurance and Employer's Liability Insurance. Maintain Florida Statutory Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least \$500,000 bodily injury by accident - each accident; \$500,000, bodily injury by disease - each employee and \$500,000 bodily injury by disease - policy limit.
 - (b) Commercial General Liability Insurance. Maintain Commercial General Liability Insurance, including coverage for bodily injury and property damage liability, personal and advertising injury liability and products and completed operations liability, with minimum limits \$1,000,000 per occurrence and \$1,000,000 general aggregate.
 - (c) Automobile Liability Insurance. Maintain Automobile Liability Insurance, covering all owned, non-owned and hired vehicles, with a minimum combined single limit of \$1,000,000 per occurrence.
 - (d) Umbrella Liability Insurance. Maintain Umbrella Liability Insurance, or its equivalent, with minimum limits of liability of \$2,000,000 per occurrence/\$2,000,000 general aggregate.
 - (e) Certificates of Insurance. Any insurance policy required herein shall be endorsed to name of the Party acquiring the Parcel, and shall:
 - i. For work performed by the Trust on the College Property: list the District Board of Trustees of Miami Dade College, Florida as an additional insured.

- ii. For work performed by the College on the County Property: list Miami-Dade County and the Public Health Trust of Miami-Dade County as additional insureds.
3. Self-insurance letter, and certificates of insurance and copies of additional insured endorsements of any third parties as may be required herein, should be sent to:

To the College:

Miami Dade College Risk Management
11011 SW 104th Street, Room 1120
Miami, FL 33176-3393

To the Trust:

Public Health Trust of Miami-Dade County
1611 NW 12th Avenue
Attn: Real Estate Services
Miami, FL 33136

APPRAISAL REPORT

A 1.10 ACRE LAND PARCEL

LOCATED AT:

**1000 N. W. 19TH STREET
MIAMI, FLORIDA**

PREPARED FOR:

**JACKSON HEALTH SYSTEM
1500 N. W. 12TH STREET
MIAMI, FLORIDA**

AS OF:

FEBRUARY 29, 2024

PREPARED BY:

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

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

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

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

July 29, 2024

Shanika Jackson-Hunter
Manager - Real Estate Services
Jackson Health System
1500 N. W. 12th Avenue - Suite 816
Miami, Florida 33136

Dear Ms. Jackson-Hunter:

In accordance with Purchase Order No. 100584841, I have prepared this Appraisal Report covering the following described property:

A 1.10 acre land site, located at 1000 N. W. 19th
Street, Miami, Florida.

The purpose of this Appraisal is to estimate the Market Value of the described property as of February 29, 2024, being one of the dates of personal inspection.

To the best of my knowledge, the opinions and conclusions were developed and this Appraisal Report was prepared in accordance with the most current Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation.

The narrative Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth. This appraisal is not based on any hypothetical conditions or extraordinary assumptions.

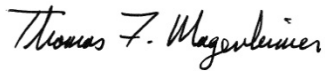
Shanika Jackson-Hunter
Jackson Health System
July 29, 2024
Page 2

Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that, as of February 29, 2024, the subject property had a Market Value of:

SEVEN MILLION NINE HUNDRED THIRTY-FIVE THOUSAND DOLLARS

\$7,935,000

Respectfully submitted,



Thomas F. Magenheimer, MAI
State-Certified General Appraiser
Certification Number: RZ 553

TFM/
(24-014_A)

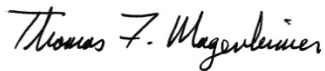
CERTIFICATION OF VALUE

The undersigned hereby certifies that, to the best of my knowledge and belief:

- (A) The statements of fact contained in the report are true and correct.
- (B) The reported analyses, opinions and conclusions are limited only by the assumptions and limiting conditions set forth, and are my personal, unbiased professional analyses, opinions and conclusions.
- (C) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- (D) I have no bias with respect to the property that are the subject of this report or to the parties involved with this assignment.
- (E) My engagement in this assignment is not contingent upon developing or reporting predetermined results.
- (F) The appraiser's compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Furthermore, the appraisal assignment is not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- (G) The appraiser's analyses, opinions and conclusions are developed, and this report is prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and the requirements of the State of Florida for state-certified appraisers.
- (H) Use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.
- (I) Thomas F. Magenheimer has made a personal inspection of the property that is the subject of this report.
- (J) No one provided significant professional assistance to the person signing this report.
- (K) The reported analyses, opinions, and conclusions are developed, and this report is prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

- (L) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- (M) The undersigned has not performed appraisal services on the subject property in the three-year period immediately preceding the acceptance of this assignment.

As of the date of this report, Thomas F. Magenheimer has completed the requirements under the continuing education program for The Appraisal Institute.



THOMAS F. MAGENHEIMER, MAI
STATE-CERTIFIED REAL ESTATE APPRAISER
CERTIFICATION NUMBER: RZ 553

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Purpose of Appraisal	Market Value
Property Rights Appraised	Fee Simple
Location	1000 N. W. 19 th Street Miami, Florida
Land Size	48,102 square feet/ 1.10 acres
Improvements	None
Zoning	CI-HD, Civic Institutional Hospital District
Highest and Best Use:	Institutional, office or apartment use
Land Market Value Indication:	\$7,935,000
Date of Inspection	February 29, 2024
Date of Value Estimate	March 4, 2024
Date of Report	July 29, 2024

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APPRAISAL REPORT

A 1.11 ACRE LAND PARCEL

LOCATED AT:

**1851 N. W. 9TH AVENUE
MIAMI, FLORIDA**

PREPARED FOR:

**JACKSON HEALTH SYSTEM
1500 N. W. 12TH STREET
MIAMI, FLORIDA**

AS OF:

FEBRUARY 29, 2024

PREPARED BY:

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

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

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

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

March 4, 2024

Shanika Jackson-Hunter
Manager - Real Estate Services
Jackson Health System
1500 N. W. 12th Avenue - Suite 816
Miami, Florida 33136

Dear Ms. Jackson-Hunter:

In accordance with Purchase Order No. 100584841, I have prepared this Appraisal Report covering the following described properties:

A 1.11 acre land site, located at 1851 N. W. 9th
Avenue, Miami, Florida.

The purpose of this Appraisal is to estimate the Market Value of the described property as of February 29, 2024, being one of the dates of personal inspection.

To the best of my knowledge, the opinions and conclusions were developed and this Appraisal Report was prepared in accordance with the most current Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation.

The narrative Appraisal Report that follows sets forth the identification of the properties, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth. This appraisal is not based on any hypothetical conditions or extraordinary assumptions.

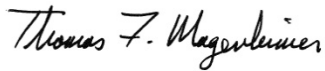
Shanika Jackson-Hunter
Jackson Health System
March 4, 2024
Page 2

Based on the inspection of the properties and the investigation and analyses undertaken, I have formed the opinion that, as of February 29, 2024, the subject property had a Market Value of:

SEVEN MILLION NINE HUNDRED NINETY-FIVE THOUSAND DOLLARS

\$7,995,000

Respectfully submitted,



Thomas F. Magenheimer, MAI
State-Certified General Appraiser
Certification Number: RZ 553

TFM/
(24-014_B)

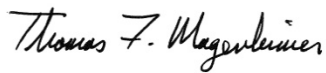
CERTIFICATION OF VALUE

The undersigned hereby certifies that, to the best of my knowledge and belief:

- (A) The statements of fact contained in the report are true and correct.
- (B) The reported analyses, opinions and conclusions are limited only by the assumptions and limiting conditions set forth, and are my personal, unbiased professional analyses, opinions and conclusions.
- (C) I have no present or prospective interest in the properties that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- (D) I have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment.
- (E) My engagement in this assignment is not contingent upon developing or reporting predetermined results.
- (F) The appraiser's compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Furthermore, the appraisal assignment is not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- (G) The appraiser's analyses, opinions and conclusions are developed, and this report is prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and the requirements of the State of Florida for state-certified appraisers.
- (H) Use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.
- (I) Thomas F. Magenheimer has made a personal inspection of the properties that are the subject of this report.
- (J) No one provided significant professional assistance to the person signing this report.
- (K) The reported analyses, opinions, and conclusions are developed, and this report is prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

- (L) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- (M) The undersigned has not performed appraisal services on the subject properties in the three year period immediately preceding the acceptance of this assignment.

As of the date of this report, Thomas F. Magenheimer has completed the requirements under the continuing education program for The Appraisal Institute.



THOMAS F. MAGENHEIMER, MAI
STATE-CERTIFIED REAL ESTATE APPRAISER
CERTIFICATION NUMBER: RZ 553

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Purpose of Appraisal	Market Value
Property Rights Appraised	Fee Simple
Location	1851 N. W. 9 th Avenue Miami, Florida
Land Size	48,457 square feet/ 1.11 acres
Improvements	Parking lot
Zoning	CI-HD, Civic Institutional Hospital District
Highest and Best Use:	Institutional use
Land Market Value Indication:	\$7,995,000
Date of Inspection	February 29, 2024
Date of Value Estimate	March 4, 2024
Date of Report	March 4, 2024

Appraisal Report

Prepared for

**Ms. Shanika Jackson-Hunter, Manager - Real Estate Services
Jackson Health System**

Property Appraised

Two Parcels of Vacant Land

Parcel A - 48,456 sq. ft.

**Located at the northeast portion of 1851 NW 9th Avenue
Miami, FL 33127**

and

Parcel B – 48,102 sq. ft.

**Located at the south portion of 1000 NW 2nd Avenue
(note this address is in property appraisers records,
but is not correct based on the subject location)
Northwest corner of NW 19th Street and NW 10th Avenue
Miami, FL 33127**

Client PO 100824105 - SERV

Date of Valuation

June 14, 2024

Prepared by

**Waronker & Rosen, Inc.
7700 N. Kendall Drive, Suite 805
Miami, Florida 33156**

JOSH L. ROSEN, MAI

BRUNO M. PICASSO, APPRAISER

WRI File No. 10379 07252024

Waronker & Rosen, Inc.

Real Estate Appraisers and Consultants

Miami-Dade County Office
7700 N. Kendall Drive, Suite 805
Miami, Florida 33156

Broward / Palm Beach County Office
8313 NW 40th Court
Coral Springs, Florida 33065

Lee H. Waronker, MAI, SRA
(1954 – 2022)

Phone: (305) 665-8890 / Fax: (305) 665-5188
www.waronkerandrosen.com

Josh L. Rosen, MAI
josh@waronkerandrosen.com

July 25, 2024

Ms. Shanika Jackson-Hunter, Manager - Real Estate Services
Jackson Health System
1500 NW 12th Avenue, Suite 816
Miami, FL 33136

Re: Two Parcels of Vacant Land

Parcel A - located at the northeast portion of 1851 NW 9th Avenue and
Parcel B - located at the south portion of 1000 NW 2nd Avenue
(NWC of NW 19th Street and NW 10th Avenue)
Miami, FL 33127
WRI File No. 10379 07252024
Client PO 100824105 - SERV

Dear Ms. Jackson-Hunter:

We have prepared this **Appraisal Report** of the above referenced properties, to estimate the market values of the fee simple interest, subject to extraordinary assumptions, as of June 14, 2024. Definitions for the terms market value, extraordinary assumption and fee simple interest are in the pages of this report.

This report has been prepared based on the scope of work which is detailed on a following page. The reader of the appraisal is advised to read the scope of work which follows the table of contents, to understand the scope of this appraisal. Following the scope of work is the certification and general assumptions and limiting conditions, which the reader is advised to review to understand the limitations applicable to this appraisal.

This report is intended for use only by the client and intended users as noted herein. No additional intended users are identified or intended. Use of this report by others is not intended by the appraiser. No one else, or any other entities, should rely on this appraisal other than those noted herein.

The subject of this analysis is comprised of two separate parcels of land, identified as Parcel A and Parcel B herein. Both parcels are located within the Civic Center submarket, also known as the Health District. Major surrounding uses including Jackson Memorial Hospital, University of Miami Medical Center and Miami-Dade County Justice Center/Court in the city of Miami, Miami-Dade County, FL. Zoning on both sites is CI-HD, Civic Institution Health District by the city of Miami, FL.

Ms. Shanika Jackson-Hunter, Manager - Real Estate Services
Jackson Health System
July 25, 2024

Parcel A is a portion of a parent site (Folio No. 01-3135-061-0010). The parent site is located along the east side of NW 9th/10th Avenue, the west side of NW 8th Avenue and the north side of NW 18th Street in the city of Miami, Miami-Dade County, FL. The portion of the site being appraised is located at the northeast corner of the parent site with exposure along the west side of NW 8th Avenue. Parcel A totals 48,456 square feet (1.11 acres) of land and it is currently vacant and being used as a surface parking lot. The entire parcel totals 319,295 square feet (7.33 acres) and is improved with three buildings totaling 616,502 square feet. This report assumes that the portion of the site appraised can be subdivided (see extraordinary assumptions) and sold separately.

Parcel B is a portion of a parent site (Folio No. 01-3135-106-0010). It is located along the west side of NW 10th Avenue, the north side of NW 19th Street (which was closed at time of inspection) and the south side of NW 20th Street in the city of Miami, Miami-Dade County, FL. The portion of the site being appraised is located at the south side of the site with exposure along the west side of NW 10th Avenue and along the north side of NW 19th Street (Northwest corner of NW 19th Street and NW 10th Avenue). Parcel B totals 48,102 square feet (1.10 acres) of land, is currently vacant and appears to be used as staging area for adjacent construction. The entire parcel totals 193,741 square feet (4.45 acres) and is improved with a five-story parking garage totaling 453,921 square feet. This report assumes that the portion of the site appraised can be subdivided (see extraordinary assumptions).

This appraisal is based on extraordinary assumptions. An extraordinary assumption is defined in The Dictionary of Real Estate Appraisal, 7th Edition (2022) as an assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of the data used in the analysis (USPAP 2024 ed.). The extraordinary assumptions in this report are as follows:

Parcel A is a portion of a larger tract parcel totaling 319,295 square feet. This report is based on the extraordinary assumption that the parcel appraised herein of 48,456 square feet can be replatted and sold off.

Parcel B is also a portion of a larger tract totaling 193,741 square feet. This report is based on the extraordinary assumption that the parcel appraised herein of 48,102 square feet can be replatted and sold off.

NW 19th Street is a public roadway by Parcel B and will remain a public roadway.

The above extraordinary assumptions, if found to be false or different in any way, could alter the opinions and/or value conclusions herein. The reader is strongly advised to be very familiar with the assumptions and how they could affect value.

Ms. Shanika Jackson-Hunter, Manager - Real Estate Services
Jackson Health System
July 25, 2024

Provided was a survey sketch with the parcel sizes and legal descriptions for Parcel A and Parcel B, prepared by FR Aleman & Associates, Inc. dated November 2023 (revised). The analysis considers the information provided as well as information from the Miami-Dade County property appraisers records. Any deviation from the assumptions used herein could result in a change in the estimated value.

Parcel A

Based on our research and analysis, it is our opinion that the market value of the fee simple interest, subject to extraordinary assumptions, as of June 14, 2024 is in the amount of

**TWELVE MILLION ONE HUNDRED THOUSAND DOLLARS
(\$12,100,000)**

Parcel B

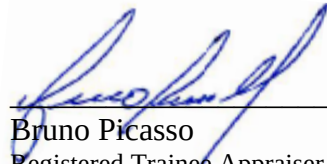
Based on our research and analysis, it is our opinion that the market value of the fee simple interest, subject to extraordinary assumptions, as of June 14, 2024 is in the amount of

**TWELVE MILLION DOLLARS
(\$12,000,000)**

ON THE FOLLOWING PAGE IS AN IMPORTANT STATEMENT REGARDING THE CORONAVIRUS AND THE ECONOMY. This statement is followed by the scope of work, the certification and the general assumptions and limiting conditions. The reader is advised to review these pages to understand the limitations applicable to this appraisal.

Very truly yours,



Josh L. Rosen, MAI
State-Certified General Real Estate Appraiser
License No. RZ395

Bruno Picasso
Registered Trainee Appraiser
License No. RI24054

Certification

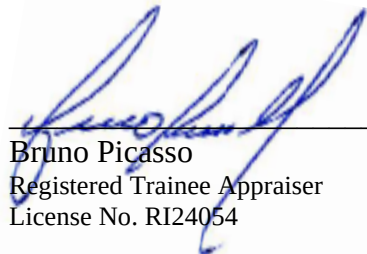
The undersigned does hereby certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the following requirements.
 - Uniform Standards of Professional Appraisal Practice (USPAP)
 - The Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute
 - The State of Florida requirements for state-certified appraisers
8. I have complied with the USPAP Competency Rule.
9. This appraisal report sets forth all the limiting conditions imposed by the terms of this assignment or by the undersigned affecting the analyses, opinions and conclusions contained in this report.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. Additionally, it is subject to review by the state of Florida relating to review by the real estate appraisal subcommittee of the Florida Real Estate Commission.

11. I, Josh L. Rosen, MAI, a State-Certified General Real Estate Appraiser, have made a personal inspection of the property that is the subject of this report.
12. As of the date of this report Josh L. Rosen, MAI has completed the continuing education program of the Appraisal Institute.
13. I, Bruno Picasso, a Registered Trainee Appraiser, have made a personal inspection of the property that is the subject of this report.
14. I, Josh L. Rosen, the supervisory appraiser of a registered appraiser trainee who contributed to the development or communication of this appraisal, hereby accept full and complete responsibility for any work performed by the registered trainee appraiser named in this report as if it were my own work.
15. No one provided significant real property appraisal assistance to the person signing this certification.
16. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.



Josh L. Rosen, MAI
State-Certified General Real Estate Appraiser
License No. RZ395



Bruno Picasso
Registered Trainee Appraiser
License No. RI24054

Date of Report July 25, 2024

RESOLUTION NO. PHT 10/2023 – 056

RESOLUTION DIRECTING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO 1) NEGOTIATE AND FINALIZE A LAND EXCHANGE AGREEMENT BETWEEN MIAMI-DADE COUNTY (“COUNTY”) AND THE DISTRICT BOARD OF TRUSTEES FOR MIAMI DADE COLLEGE (“COLLEGE”) FOR THE CONVEYANCE OF APPROXIMATELY 48,000 SQUARE FEET OF COUNTY-OWNED REAL PROPERTY CONSISTING OF A PORTION OF FOLIO 01-3135-061-0010 TO THE COLLEGE IN EXCHANGE FOR THE COUNTY RECEIVING A CONVEYANCE OF APPROXIMATELY 48,000 SQUARE FEET OF COLLEGE-OWNED REAL PROPERTY CONSISTING OF A PORTION OF FOLIO 01-3135-106-0010 AND 2) SEEK BOARD OF COUNTY COMMISSIONERS’ AUTHORIZATION FOR THE COUNTY MAYOR TO EXECUTE, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, THE LAND EXCHANGE AGREEMENT; AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO SEEK ANY ADDITIONAL AUTHORIZATIONS AND TAKE ANY ACTION REQUIRED TO EFFECTUATE THE SAME AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management and Chief Procurement Officer, Jackson Health System

WHEREAS, the Public Health Trust of Miami-Dade County, Florida (“Trust”) operates, governs and maintains the Jackson Memorial Medical Center and other “designated facilities” as such term is defined in chapter 154, Part II of the Florida Statutes, as amended, and Chapter 25A of the Code of Miami-Dade County, Florida (“Code”); and

WHEREAS, the Trust desires to acquire approximately 48,000 square feet of real property consisting of a portion of Folio 01-3135-106-0010 (“College Property”) owned by the District Board of Trustees of Miami Dade College, a public educational institution and political subdivision of the State of Florida (“College”), for the purpose of utilizing the College Property for additional surface parking required as part of the Trust’s new Emergency Department Project; and

WHEREAS, in consideration for the conveyance of the College Property, the Trust desires to convey to the College a portion of Folio 01-3135-061-0010, which is owned by Miami-Dade County and is a designated facility of the Trust pursuant to Section 25A-2 of the Miami-Dade County Code;

WHEREAS, Pursuant to Section 125.37, Florida Statutes, Miami-Dade County is authorized to exchange land not needed for County purposes upon public notice and adoption of a resolution by the Board of County Commissioners authorizing the exchange of the properties; and

-Page 2-

WHEREAS, the Chief Executive Officer of the Trust, the Purchasing and Facilities Subcommittee and the Fiscal Committee recommend approval of this resolution, to accomplish the purposes outlined in the accompanying memorandum.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the foregoing recitals.

Section 2. This Board directs the Chief Executive Officer or his designee to negotiate and finalize a Land Exchange Agreement between the County and the College to convey approximately 48,000 square feet of County-owned real property consisting of a portion of Folio 01-3135-061-0010 to the College in exchange for the County receiving a conveyance of approximately 48,000 square feet of College-owned real property consisting of a portion of Folio 01-3135-106-0010.

Section 3. This Board directs the Chief Executive Officer or his designee to seek Board of County Commissioners' authorization for the County Mayor to execute, pursuant to Section 125.37, Florida Statutes, the Land Exchange Agreement.

Section 4. The Board further authorizes the Chief Executive Officer or his designee to seek any additional authorizations and to take any action required to effectuate the transaction and to exercise any and all rights conferred therein.

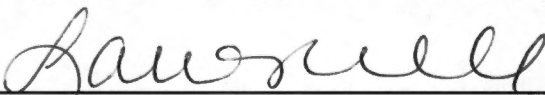
-Page 3-

The foregoing resolution was offered by Matthew J. Allen and the motion was seconded by Antonio L. Argiz as follows:

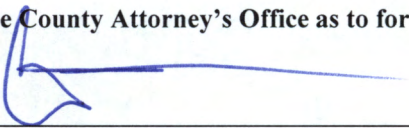
Matthew J. Allen	Aye
Antonio L. Argiz	Aye
Amadeo Lopez-Castro, III	Aye
Laurie Weiss Nuell	Aye
Walter T. Richardson	Aye
Carmen M. Sabater	Aye
Alexis Calatayud	Aye

The Chairperson thereupon declared the resolution as duly passed and adopted this 25th Day of October, 2023

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY: 
Laurie Weiss Nuell, Secretary

Approved by the Miami-Dade County Attorney's Office as to form

And legal sufficiency 

Jackson
HEALTH SYSTEM
Miracles made daily.

TO: Walter T. Richardson, Chairman
and Members, Public Health Trust Board of Trustees

FROM: Rosa Costanzo
Senior Vice President, Strategic Sourcing and Supply Chain Management
and Chief Procurement Officer

DATE: October 25, 2023

RE: Land Exchange Agreement with the District Board of Trustees for Miami Dade College

Recommendation

Staff recommends that the Public Health Trust Board of Trustees ("Board") authorize the Chief Executive Officer or his designee to: 1) negotiate and finalize a Land Exchange Agreement between Miami-Dade County ("County") and the District Board of Trustees for Miami Dade College ("College") to convey approximately 48,000 square feet (.83 acres) of County-owned real property consisting of a portion of Folio No. 01-3135-061-0010 ("County Property") to the College in exchange for the County receiving a conveyance of approximately 48,000 square feet (.83 acres) of College-owned real property consisting of a portion of Folio No. 01-3135-106-0010 ("College Property") and 2) seek authorization from the Miami-Dade County Board of County Commissioners ("Board of County Commissioners") for the County Mayor to execute, pursuant to Section 125.37, Florida Statutes, the Land Exchange Agreement and take any actions required to effectuate the same.

Scope

The Land Exchange Agreement would transfer the parties' interest in the subject properties upon satisfaction of closing conditions set forth in the agreement.

Fiscal Impact

As a condition for the land exchange, College has requested that the Trust undertake, at the Trust's expense, environmental remediation and stormwater drainage improvements on the County Property. The estimated cost of those expenses to the Trust is \$350,000. All other transaction costs would be allocated between the Trust and College in accordance with the final negotiated Land Exchange Agreement.

Track Record/Monitor

Dan Chatlos, Director, Real Estate Services, would track and monitor the Land Exchange Agreement.

Background

The Trust has requested conveyance of the College Property, which consists of vacant, unimproved land immediately south of the College's Medical Campus Parking Garage located at 1000 NW 2 Avenue, Miami, FL to incorporate as part of the Trust's new Emergency Department project. Acquisition of the College Property allows the Trust to incorporate additional nearby surface parking alongside NW 19th Street that is required to support the new Emergency Department.

As consideration for the requested conveyance, the Trust desires to convey the County Property, which is a designated facility of the Trust pursuant to Section 25A-2 of the Miami-Dade County Code and consists of a portion of surface parking Lot 10 located at 1900 NW 8 Avenue, Miami FL. The County Property is located immediately south of the College's Medical Campus and would provide additional surface parking for the College's employees, students, and visitors.

Pursuant to Section 125.37, Florida Statutes, the County is authorized to exchange land not needed for County purposes upon public notice and adoption of a resolution by the Board of County Commissioners authorizing the exchange of properties. Accordingly, staff recommends that the Board authorize the Chief Executive Officer or his designee to negotiate and finalize the Land Exchange Agreement, to seek Board of County Commissioner authorizations, and to take any actions required to effectuate the same.

FORM OF COUNTY DEED

Instrument prepared by:
Public Health Trust of Miami-Dade County
Real Estate Services Department
1611 NW 12 Avenue
Miami, Florida 33136

Record and return to:
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, FL 33131
Attention: Joseph M. Hernandez, Esq.

Portion of Folio No 01-3135-061-0010

COUNTY DEED

THIS COUNTY DEED, made this day of , 202_ by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter “County”), whose address is: Stephen P. Clark Center, 111 NW 1 Street, Suite 17-202, Miami, Florida 33128, and **THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA, a public educational institution and political subdivision of the State of Florida**, a Florida not-for-profit corporation (hereinafter “Grantee”) whose address is 300 N.E. 2nd Avenue Miami, Florida 33132.

WITNESSETH:

That the County, for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee, receipt and sufficiency hereby being acknowledged, hereby grants, bargains and sells to the Grantee, its successors and assigns forever, the following legally described land lying and being in Miami-Dade County, Florida (hereinafter the “Property”):

LEGAL DESCRIPTION

EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF

This grant conveys only the interest of Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations, ordinances, restrictions, conditions, and other prohibitions imposed by any governmental authority with jurisdiction over the Property; all covenants, conditions, restrictions, easements, rights of way, reservations, rights, agreements and encumbrances, whether or not of record; taxes for the year of closing and subsequent years; and the following restrictions:

- (1) The Property shall be connected to a sanitary sewer system, and shall not be permitted to utilize a septic tank system, in the event that any plumbing is constructed thereon which necessitates same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice Chairperson of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin,
Clerk of the Court and
Comptroller

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

By: _____
(Deputy Clerk Signature)

By: _____
Oliver G. Gilbert III, Chairperson

Print Name: _____

Date: _____

Address: 73 W. Flagler Street
Miami, Florida 33130

By: _____
Title: _____
Address: _____

Approved for legal sufficiency:

By: _____

Assistant County Attorney

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____ 202_.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this _____ day of _____, 20__, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared _____, [] in person or [] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the _____ of _____, and whose name the forgoing instrument is executed

and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation.

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

(SEAL)

Notary Public

Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____
My Commission expires: _____

EXHIBIT A to County Deed

A portion of Tract "A" of HIGHLAND PARK DRIVE SECTION ONE according to the plat thereof as recorded in Plat Book 120 Page 51 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of section 35 Township 53 South, Range 41 East and run S0°12'52"W, along the west line of the Northeast 1/4 of the Northeast 1/4 of said section 35, for 335.75 feet; thence N89°11'25"E, along the North line of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of said section 35, for 421.12 feet to the **Point Of Beginning (POB)** of the following described parcel; thence continue N89°11'25"E along the last described course for 237.50 feet to a point coincident with the Northeast corner of Tract "A" of aforementioned plat HIGHLAND PARK DRIVE SECTION ONE, Plat Book 120 Page 51 of the Public Records of Dade County, Florida; thence S0°15'19"W along the easterly line of said Tract "A" for 204.33 feet to a point, thence S89°15'04"W for a distance of 237.48 feet to a point, thence N0°14'56"E for a distance of 204.00 feet to the point of beginning.

Containing 48,456.53 square feet or 1.11 acres more or less, lying and being in City of Miami, Miami-Dade County, Florida.

FORM OF QUIT CLAIM DEED

Instrument prepared by:
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, FL 33131
Attention: Joseph M. Hernandez, Esq.

Record and return to:
Public Health Trust of Miami-Dade County
Real Estate Services Department
1611 NW 12 Avenue
Miami, Florida 33136

Portion of Folio No 01-3135-106-0010

[Space Above This Line For Recording Data]

QUIT CLAIM DEED

This Quit Claim Deed, made this day of , 202_ by **THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA, a public educational institution and political subdivision of the State of Florida**, a Florida not-for-profit corporation (hereinafter “Grantor”) whose address is 300 N.E. 2nd Avenue Miami, Florida 33132, in favor of **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter “Grantee”), whose address is: Stephen P. Clark Center, 111 NW 1 Street, Suite 17-202, Miami, Florida 33128.

Grantor, in consideration of \$10.00 and other consideration paid by Grantee, the receipt and sufficiency of which is acknowledged, grants, and quit claims to Grantee all the right, title, and interest which Grantor has in the real property described on **Exhibit A (“Property”)**.

Together with (i) any improvements on the Property; (ii) any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; (iii) all easements, rights of way, privileges, licenses, and appurtenances belonging or in any way appertaining to the Property; (iv) landlord’s interest in all leases, if any, on the Property; and (v) all other rights and benefits in any way related to the Property.

To have and to hold the Property to Grantee and Grantee's successors and assigns in fee simple forever.

[Remainder of page intentionally blank; signatures follow]

Grantor has executed this Quit Claim Deed as of the Effective Date.

College:

Address: _____

Witness/Attest

THE DISTRICT BOARD OF TRUSTEES OF

MIAMI DADE COLLEGE, FLORIDA

Witness/Attest

By: _____

Name: Malou C. Harrison, Ph.D.

Title: Executive Vice President and Provost

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2024, by _____, as
_____ of _____, a _____. She is personally known to
me or has produced State of _____ *[include state of driver's license]* driver's license as
identification ☐.

(Sign Name)

(Type or Print Name)

My Commission Expires:

Notary Public, State of _____

Serial No. (none, if blank): _____

[AFFIX NOTARIAL SEAL]

EXHIBIT A
LEGAL DESCRIPTION
TO QUIT CLAIM DEED

A portion of Tract "A" MIAMI DADE COLLEGE MED PARKING according to the plat thereof as recorded in Plat Book 175 Page 74 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southeasterly corner of the North half of the Northwest quarter of the Northeast quarter of Section 35, Township 53 South, Range 41 East, Dade County, Florida; thence run South 89°09'49" West along the South line of the North half of the Northwest quarter of the Northeast quarter of said Section 35 for a distance of 236.87 feet to the Southeast corner of Parcel "A" as described in that certain Warranty Deed dated July 28, 1958 and filed in Official Records Book 2585 Page 82 of the Public Records of Dade County, Florida; thence run North 00°12'49" East along the East line of said Parcel "A" for a distance of 80.47 feet to the Northeast corner of said Parcel "A" and the **Point of Beginning** of the parcel of land hereinafter described; thence South 64°00'40" West along the Northerly line of said Parcel "A" for distance of 132.83 feet to a Point of Intersection with the North line of a permanent easement to Dade County from the City of Miami per City of Miami resolution No. 31361; thence run South 89°09'49" West along the North line of said permanent easement for a distance of 57.32 feet to a point; thence run North 07°21'14" East along the westerly line of Tract "A" of the aforementioned plat for a distance of 125.82 feet; thence run North 50°25'06" East for a distance of 28.94 feet; thence run North 85°26'42" East for a distance of 52.38 feet; thence run North 42°16'53" East for a distance of 23.03 feet; thence run North 01°41'27" East for a distance of 37.68 feet to a point online with a line 10 feet offset and parallel with the south facade of Miami Dade College Parking; thence run South 89°47'00" East along the said 10 feet offset line for 281.50 feet to a point on the westerly right of way line of NW 10th Ave as shown in the aforementioned Plat Book 175, Page 74 of the public records of Dade-County, Florida; thence Southerly along the arc of a curve to the right having a radius of 1500.00 feet through a central angle of 03°06'09" for an arc distance of 81.23 feet and chord of bearing South 02°56'49" West to the Northeast corner of Parcel "B" as described in the aforementioned Warranty Deed dated July 28, 1958; thence run South 73°40'35" West along the Northerly line of said Parcel "B" for a distance of 216.57 feet to the **Point of Beginning**.

Containing 48,102.04 square feet or 1.10 acres more or less, lying and being in City of Miami, Miami-Dade County, Florida.

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (hereinafter "Agreement") is entered into and made effective this 6th day of January, 2025, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA, a public educational institution and political subdivision of the State of Florida ("College"), and THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, an agency and instrumentality of the County ("PHT" or the "Trust"). Capitalized terms used in this Agreement and not otherwise defined are defined in Section 2. County and College may be collectively referenced as the "Parties" and may be individually referenced as a "Party".

RECITALS

WHEREAS, County owns the County Parcel (as such term is defined below), which the PHT operates as a designated facility, as such term is defined in Section 25A-2 of the Code of Miami-Dade County, Florida and Section 154.08, Florida Statutes, as amended; and

WHEREAS, College owns the College Parcel (as such term is defined below); and

WHEREAS, College desires to acquire the County Parcel for the purpose of improving the medical campus; and

WHEREAS, County desires to acquire the College Parcel for the purpose of constructing nearby surface parking to serve the new Emergency Department at Jackson Memorial Hospital; and

WHEREAS, PHT is an agency and instrumentality of the County and maintains possession and operating control of Jackson Memorial Hospital and other PHT-designated facilities, but PHT is not authorized to convey or obtain an interest in real property; and

WHEREAS, at this time, County does not require the County Parcel for any County purpose, and desires to acquire College Parcel for a County purpose; and

WHEREAS, thus, pursuant to Section 125.37, Florida Statutes, County desires to convey the County Parcel to College in exchange for the College conveying the College Parcel to County in accordance with the terms and conditions of this Agreement; and

WHEREAS, PHT joins in this Agreement to acknowledge its obligations hereunder,

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

TERMS:

1. INCORPORATION OF RECITALS.

The foregoing Recitals are true and correct and are hereby incorporated herein by reference. If there is a conflict between any of the Recitals and the terms of this Agreement, the terms set forth below shall control.

2. DEFINITIONS.

"Agreement" shall have the meaning in the Preamble.

"Appraisals" shall have the meaning set forth in Section 3.

"Applicable Law" means any applicable law, statute, code, ordinance, administrative order, implementing order, charter, resolution, order, rule, regulation, judgment, decree, writ, injunction, franchise, permit or license, of any governmental authority, now existing or hereafter enacted, adopted, promulgated, entered, or issued.

"Board" means the Board of County Commissioners of Miami-Dade County, Florida.

"Business Day" means any day other than a Saturday, Sunday or legal or bank holiday in Miami-Dade County. If any time period set forth in this Agreement expires on a day other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

"Claims" means all obligations, settlements, judgments, liabilities losses, damages, injunctions, suits, actions, proceedings, fines, fees, penalties, claims, liens, demands, costs, charges, expenses and assessments of every kind or nature, including, without limitation, all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and attorney's fees.

"Closing" shall mean the transfer and conveyance by College to the County of the College Parcel by Quit Claim Deed and the recordation thereof in the public records of Miami-Dade County, and the simultaneous transfer and conveyance by the County to College of the County Parcel by County Deed, and the recordation thereof in the public records of Miami-Dade County.

"Closing Date" shall mean that date that is on or before thirty (30) days after completion of the Conditions Precedent to Closing.

"College" shall have the meaning in the Preamble.

"College Appraisal" shall have the meaning set forth in Section 3.

"College Parcel" shall mean that certain real property consisting of approximately 48,102 square feet of land located in Miami-Dade County, Florida legally described on Exhibit "A", along with any and all improvements, if any, located thereon, any and all tenements, hereditaments, privileges, servitudes, easements, appurtenances, right of ways, development rights, air rights, and any other right, title and interest that the College has or may have in the College Parcel.

"College Parcel Environmental Site Studies" shall have the meaning set forth in Section 4(C)(i)(1).

"College Parcel ESR" shall have the meaning set forth in Section 4(C)(i)(1).

"College Parcel Phase I" shall have the meaning set forth in Section 4(C)(i)(1).

"College Parcel Site Conditions" shall have the meaning described in Section 4(C).

"Conditions Precedent to Effective Date" shall have the meaning described in Section 8.

"Conditions Precedent to Closing" shall have the meaning described in Section 10.

"Corrective Action" means the investigation, assessment, clean ups, active remediation, passive remediation, monitoring, repairing and risk assessment or any combination of these activities engaged in with respect to Hazardous Materials necessary to obtain full compliance with all Environmental Laws and government restrictions.

"County" shall have the meaning in the Preamble.

"County Appraisal" shall have the meaning set forth in Section 3.

"County Deed" shall have the meaning set forth in Section 3(B).

"County Parcel" shall mean that certain real property comprising approximately 48,457 square feet of land located in Miami-Dade County, Florida legally described on Exhibit "B", along with any and all improvements, if any, located thereon, any and all tenements, hereditaments, privileges, servitudes, easements, appurtenances, right of ways, development rights, air rights, and any other right, title and interest that the County has or may have in the County Parcel.

"County Parcel Delivery Standard" shall have the meaning set forth in Section 4(D)(iii)(3).

"County Parcel DERM Letter" shall have the meaning set forth in Section 4(D)(iii)(2).

"County Parcel Environmental Site Studies" shall have the meaning set forth in Section 4(D)(i)(1).

"County Parcel ESR" shall have the meaning set forth in Section 4(D)(i)(1).

"County Parcel Phase I" shall have the meaning set forth in Section 4(D)(i)(1).

"County Parcel Phase II" shall have the meaning set forth in Section 4(D)(i)(1).

"County Parcel Site Conditions" shall have the meaning set forth in Section 4(D).

"DERM" shall have the meaning set forth in Section 4(C)(i)(1).

"Due Diligence Period" shall have the meaning set forth in Section 4(A).

"Effective Date" shall mean the date that this Agreement is fully executed by all Parties including execution by the County Mayor or County Mayor's designee; such execution shall not

occur until Board approval of this Agreement, which approval shall not be effective until the earlier of (i) the date the Mayor of Miami-Dade County indicates approval of such Board action, or (ii) the lapse of ten (10) days without the Mayor's veto. In the event that the County Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the County Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs.

"Environmental Law(s)" shall mean all federal, state, regional, county and local statutes, regulations, ordinances, rules, regulations and policies, all court and administrative orders and decrees and arbitration awards, and the common law, which pertain to environmental matters or contamination of any type whatsoever, including to those relating to the presence, manufacture, processing, use, distribution, treatment, storage, disposal, generation or transportation of Hazardous Materials; air, water (including surface water, groundwater, and stormwater) or soil (including subsoil) contamination or pollution; the presence or release (which shall include, (a) spilling, leaking, pumping, pouring, emitting, emptying, discharging, migrating, injecting, escaping, leaching, dumping, or disposing any Hazardous Materials in, onto, from or about the air, water (including surface waters and groundwater), soils, subsoils or any other surface or media on-site, and (b) the abandonment or discarding of barrels, drums, containers, underground tanks, or any other receptacles ever containing any Hazardous Materials) of Hazardous Materials, protection of wildlife, endangered species, wetlands or natural resources; health and safety of employees and other persons; including the following statutes, and regulations adopted thereunder, including without limitation: Chapter 24 of the Miami-Dade County Code; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq. ("CERCLA"); the Solid

Waste Disposal Act, as amended by the Resource Conservation Recovery Act and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq. ("RCRA"); the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. § 1251 et seq.; the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. ("TSCA"); the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; and the Occupational Safety and Health Act, 19 U.S.C. § 6251 et seq.

"Environmental Remediation" shall have the meaning set forth in Section 4(D)(iii)(2).

"Final Plat Approval" shall have the meaning set forth in Section 7(A).

"Flooding Issue" shall mean flooding on the County Parcel that interferes with the College's full use of the County Parcel for its Intended Purpose.

"Flooding Issue Credit" shall have the meaning set forth in Section 4(D)(ii)(1).

"Flooding Remediation" shall have the meaning set forth in Section 4(D)(ii)(1).

"Geotechnical Survey" shall have the meaning set forth in Section 4(B).

"Geotechnical Survey Termination Right" shall mean either Party's right to terminate this Agreement pursuant to material issues reflected on the Geotechnical Survey.

"Hazardous Materials" means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is defined or regulated under any Environmental Laws, and includes, without limitation, asbestos in any form; Mold; urea

formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; petroleum, including, without limitation, crude oil or any fraction thereof, or any material or substance defined as a "hazardous substance", "hazardous waste", "hazardous product", "pollutant" or "contaminant" pursuant to any Environmental Laws; and which is either: (x) present in amounts in excess of that permitted or deemed safe under any Environmental Laws, or (y) handled, stored or otherwise used in any manner which is prohibited or deemed unsafe under any Environmental Laws. Hazardous Materials also means 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, or hazardous substance as defined in Florida Statutes F.S 376.301 or F.S 403.031.

"Inspections" shall have the meaning set forth in Section 4(B).

"Intended Purpose" shall mean the College's intended future use of the County Parcel, which shall include any use that the College determines appropriate for the County Parcel, in its sole discretion, that is permitted by law.

"Lien" means any encumbrance, lien, lis pendens, security interest, pledge, easement, license, right-of-way, covenant, condition, restriction or claim in, to, against or in any way applicable to any portion of the land in question.

"Municipal Lien Search" and/or **"Municipal Lien Searches"** shall have the meaning set forth in Section 5(B).

"New Title Defect" shall have the meaning set forth in Section 5(D).

"Non-cure Notice" shall have the meaning set forth in Section 5(C).

"Notice of New Title Defect" shall have the meaning set forth in Section 5(D).

"Notice of Title Defect" shall have the meaning set forth in Section 5(C).

"Parcels" means the County Parcel and College Parcel collectively.

"Party" and/or **"Parties"** shall have the meaning set forth in the Preamble.

"PHT" and or the **"Trust"** shall have the meaning set forth in the Preamble.

"Platting Approval" shall have the meaning set forth in Section 7(A).

"Post-Closing Easement" shall have the meaning set forth in Section 9(A).

"Post-Closing Easement Area" shall have the meaning set forth in Section 9(A).

"Quit Claim Deed" shall have the meaning set forth in Section 3(A).

"Release" means any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Materials.

"Survey" and/or **"Surveys"** shall have the meaning set forth in Section 6(A).

"T-Plat Approvals" shall have the meaning set forth in Section 7(A).

"Title Commitment" and/or "Title Commitments" shall have the meaning set forth in Section 5(A).

"Title Company" shall have the meaning set forth in Section 5(A).

"Title Defect" shall have the meaning set forth in Section 5(C).

"Title Termination Right" shall mean either Party's right to terminate this Agreement pursuant to material issues reflected on the Title Commitment, Survey, and Municipal Lien Search.

3. PARCELS TO BE EXCHANGED AND INTEREST CONVEYED.

A. Subject to the terms of this Agreement and in exchange for the conveyance described in Section 3.B below, College agrees to convey the College Parcel to County by Quit Claim Deed in its "AS IS, WHERE IS CONDITION," with any and all faults, and without warranties or representations in substantially the form attached as Exhibit "C", which deed shall be delivered to the County, fully executed by College, at the time of Closing ("Quit Claim Deed").

B. Subject to the terms of this Agreement and in exchange for the conveyance described in Section 3.A above, County agrees to convey the County Parcel to College by County Deed in its "AS IS, WHERE IS CONDITION," with any and all faults, and without warranties or representations, in substantially the form attached as Exhibit "D", which deed shall be delivered to College, fully executed by County, at the time of Closing ("County Deed").

C. Neither Party makes any representations or warranties of any kind regarding the Parcel being conveyed and both Parties acknowledge that each Party's conveyance of its

interest in the Parcel to be conveyed is in its "as is" condition, unless provided otherwise in this Agreement.

D. County has provided two appraisals for the College Parcel ("**College Appraisal**") and for the County Parcel ("**County Appraisal**", together with the College Appraisal, "**Appraisals**") to College. The Parties agree that the legal descriptions attached to this Agreement for each Parcel reflect the final legal description for each Parcel, subject to reasonable modifications required to correct any scrivener's errors. The Parties also agree that the fair market value of the College Parcel and of the County Parcel, as established by the Appraisals, are equal in value and neither Party shall owe any additional consideration to the other in exchange for the transaction contemplated by this Agreement.

E. The deeds to both Parcels shall include all improvements, easements, appurtenances, hereditaments, land use approvals, developments rights, permits, etc., pertaining to the applicable Parcel, all as set forth below.

4. **DUE DILIGENCE PERIOD**

A. The Due Diligence Period shall commence on the Effective Date and end at 6:00 pm Eastern Time Zone (U.S.A) sixty (60) days thereafter ("**Due Diligence Period**"). Either Party subject to this Agreement may terminate this Agreement for any Title Termination Right and Geotechnical Survey Termination Right, in the cancelling Party's sole discretion, by giving written notice of such election to the other Party on any day prior to and including the final day of the Due Diligence Period.

B. Inspection During Due Diligence Period. Subject to the limitations and requirements set forth herein, both Parties and their respective employees, agents, consultants and contractors shall have the right, with no less than two (2) days' advance written notice to the other Party, to enter and come upon the Parcels during the Due Diligence Period to conduct inspection activities that the Parties or any of the Parties' agents deem necessary or desirable including without limitation, survey work, property condition reports, additional Phase I and Phase II environmental testing, soil and water sampling, and geotechnical soil work ("**Geotechnical Survey**") (any of the foregoing permitted inspections being referred to herein as "**Inspections**"). Both Parties agree to cooperate with the other in good faith to make the necessary arrangements for the other Party and its employees, agents, consultants and contractors to access and enter the Parcels to conduct such Inspections. The Parties shall, and shall cause its employees, agents, consultants and contractors to undertake all Inspections in such a manner so as not to damage or destroy the Parcel, including any improvements thereon, nor any personal property of the other party or its customers and invitees and shall provide to the other party evidence of the required insurance, further described in Section 11.

C. College Parcel Site Conditions

i. Environmental Site Assessments

1. County confirms that environmental testing for the College Parcel, if any, including but not limited to an ASTM PHASE I Environmental Site Assessment Report of the College Parcel ("**College Parcel PHASE I**"), an Environmental Status Report ("**College Parcel ESR**") from the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resource Management ("**DERM**"), and a PHASE II Environmental

Site Assessment Report of the College Parcel ("**College Parcel PHASE II**", together with the **College Parcel Phase I and College Parcel ESR**, the "**College Parcel Environmental Site Studies**") were completed prior to the Effective Date of this Agreement. Should County determine during the Due Diligence Period that additional environmental testing of the College Parcel is required, County reserves the right to conduct such additional testing of the College Parcel.

D. County Parcel Site Conditions

i. Environmental Site Assessments

1. College confirms that environmental testing for the County Parcel, if any, including but not limited to an ASTM PHASE I Environmental Site Assessment Report of the County Parcel ("**County Parcel PHASE I**"), an Environmental Status Report ("**County Parcel ESR**") from DERM, and a PHASE II Environmental Site Assessment Report of the County Parcel ("**County Parcel PHASE II**", together with the County Parcel Phase I and County Parcel ESR, the "**County Parcel Environmental Site Studies**") were completed prior to the Effective Date of this Agreement. Should College determine during the Due Diligence Period that additional environmental testing of the County Parcel is required, College reserves the right to conduct such additional testing of the County Parcel.

ii. Flooding Issue

1. College and County have agreed to the scope, steps, and cost required to remediate the Flooding Issue, which also includes fill and leveling of the County Parcel after the Environmental Remediation work is complete ("**Flooding Remediation**"). The Parties have

agreed that College will receive a credit on the closing statement in its acquisition of the County Parcel in the amount of \$500,000, to be paid by the Trust, to address the Flooding Issue ("**Flooding Issue Credit**"). The College will obtain permits for the work associated with the Flooding Remediation and complete such work itself post-Closing, at its sole expense. County is not required to cure the Flooding Issue or complete the Flooding Remediation, and neither County nor Trust shall have any responsibility for the costs thereof.

iii. County Parcel Environmental Remediation

1. PHT agrees to remediate the County Parcel to address any environmental issues identified on the County Parcel in the County Parcel Environmental Site Studies ("**Environmental Remediation**"), at its sole cost and expense, prior to Closing. The County Parcel shall be remediated to the standard required by DERM for DERM to issue a No Further Action Letter with Acceptable Conditions or Controls, which would not interfere with the College's use of the County Parcel for its Intended Purpose ("**County Parcel DERM Letter**"). Upon mutual consent of the Parties, the date of the Closing as set forth in this Agreement shall be extended an additional number of days reasonably necessary to complete the Environmental Remediation.

2. PHT shall be responsible, at its sole cost and expense, for obtaining and processing all approvals related to the Environmental Remediation.

5. **TITLE AND TITLE INSURANCE.**

A. Each Party shall, within fifteen (15) days following the Effective Date, obtain a Title Commitment on the Parcel it is acquiring, (individually, "**Title Commitment**", together,

"**Title Commitments**"). The Title Commitments must be obtained from a mutually acceptable nationally recognized underwriter and title insurance company licensed by the State of Florida ("**Title Company**"). Each Party shall provide a copy of the Title Commitment on the Parcel it is acquiring to the current owner of that Parcel upon receipt from the Title Company. Each Title Commitment shall be issued to the purchasing entity, as the proposed insurance, and shall show a good, marketable, insurable title to the Parcel, and shall reflect the appropriate Party as the current owner on the effective date of the Title Commitment. The County Parcel shall be in an insured amount of \$7,999,000, and the College Parcel shall be in an insured amount of \$7,999,000. Each Party is responsible for the cost of the title premium for the Parcel they are acquiring.

B. Each Party shall, within fifteen (15) days following the Effective Date, obtain a municipal lien search on the Parcel it is acquiring (individually, "**Municipal Lien Search**", together, "**Municipal Lien Searches**"). Each Party shall provide a copy of the Municipal Lien Search on the Parcel it is acquiring to the current owner of that Parcel upon receipt. Each Party is responsible for the Cost of the Municipal Lien Search for the Parcel they are acquiring.

C. Any uninsurable exception in either Title Commitment and any unpaid utility, lien, open permit, code enforcement issue reflected in either Municipal Lien Search shall be deemed a "**Title Defect**". Each Party shall have ten (10) Business Days from receipt of the Title Commitment, Municipal Lien Search and Survey of the Parcel that it intends to acquire, to inspect such Title Commitment, Municipal Lien Search and Survey, and report, in writing, any Title Defect that such Party is unwilling to accept ("**Notice of Title Defect**"). The current owner of each Parcel, upon receiving such Notice of Title Defect from the acquiring entity, has the right but not the obligation to use commercially reasonable efforts to cure or remove all Title Defects

within ninety (90) days of the date of Notice of Title Defect. If the Party is unwilling or unable to timely remedy the Title Defects within such ninety (90) day period, such Party shall provide written notice to the other Party ("**Non-cure Notice**"). After receipt of such Non-cure Notice, such Party may: (1) grant the other Party additional time to cure all such Title Defects if the other Party requests additional time to cure, and may, at the expiration of such time, proceed with option (2) or (3) herein; (2) terminate this Agreement with no further liability or obligation to either Party as of the date of termination, except as provided otherwise herein; or (3) provide the other Party with written notice prior to Closing of the intent to waive such Title Defects and proceed to Closing at the other Party's sole option, (to be exercised in the sole and absolute discretion of such Party) taking title as it then exists.

D. Each Party shall update the Title Commitment and Municipal Lien Search on the Parcel it is acquiring no later than five (5) days prior to Closing, and in the event any new Title Defects appear in the updated Title Commitments and/or Municipal Lien Searches, such matters shall be deemed a "**New Title Defect**". Each Party shall have two (2) Business Days from receipt of the updated Title Commitment of the Parcel that it intends to acquire, and of the updated Municipal Lien Search, and report, in writing, any Title Defect that such Party is unwilling to accept ("**Notice of New Title Defect**"). The Party who owns the Parcel with the New Title Defect has the right but not the obligation to make commercially reasonable efforts to cure such New Title Defect prior to Closing. If the Party who owns the Parcel with the New Title Defect is unwilling to cure the New Title Defect, it shall provide written notice to the other Party, and the other Party may: (1) terminate this Agreement with no further liability or obligation to either Party as of the date of termination, except as provided otherwise herein; or (2) provide the Party with written notice prior to Closing of the intent to waive such Title Defects

and proceed to Closing at the other Party's sole option, (to be exercised in the sole and absolute discretion of such Party) taking title as it then exists. If the Party is unable to cure the New Title Defect prior to Closing, then the Closing will be extended until a date which is five (5) days after the New Title Defect is cured to the acquiring Party's satisfaction, such date not to exceed a ninety (90) day extension, absent the mutual agreement of both Parties. Each Party shall be responsible to pay all costs and expenses related to curing any such Title Defects or New Title Defect located on the Parcel on which they own, including, but not limited to, the payment of any recording fees for corrective instruments required hereunder.

E. Following the Effective Date, neither the County nor College shall place, permit, or suffer any Liens, encumbrances, or defects to be placed on either Parcel and in the event either Party so places, permits or suffers any such Liens, encumbrances, or defects to be placed on the other Party's parcel, such Party must cure the same at its expense. The Parties agree to record either this Agreement, or a Memorandum of Agreement, in a form substantially similar to the form attached as Exhibit "E", that references the obligations in this paragraph.

6. SURVEY.

A. PHT shall obtain certified ALTA surveys of the College Parcel and the County Parcel, (individually, "Survey", together, "Surveys"), prepared by a professional land surveyor licensed by the State of Florida ("Surveyor"). The Surveys shall be completed within fifteen (15) days of the Effective Date. Each Party is responsible for the cost of the Survey for the Parcel they are acquiring.

B. PHT, after College and PHT have agreed to the Post-Closing Easement Area, shall obtain a legal description and sketch and legal of the Post-Closing Easement Area from the

Surveyor, which shall be attached to the Post-Closing Easement recorded at Closing. College shall be responsible for the cost of the legal description and sketch and legal of the Post-Closing Easement Area.

C. Each Survey shall be certified to the County, College and the Title Company, and the date of certification shall be no later than fifteen (15) days of the Effective Date and then again within thirty (30) days before the date of Closing, unless this thirty (30) day time period is waived by either Party for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy.

D. If the Surveys, and any update thereof, show any encroachment on the Parcel or that any improvements on the Parcel encroach on the land of others, the same shall be regarded as a Title Defect and subject to the provisions of Section 5C.

E. PHT and College shall each have the professional land surveyor update the Survey no less than thirty (30) days prior to Closing, unless such update is waived in accordance with this Section.

7. PLAT APPROVALS.

A. The Parties acknowledge and agree that a replat of each Parcel is required in connection with the exchange and subdivisions contemplated by this Agreement ("**Platting Approval**"). The Parties agree that T-Plat Approvals, as evidenced by an Approval Letter issued by the applicable agency with jurisdiction over the respective Parcel, must be secured for both Parcels prior to and as a condition to Closing ("**T-Plat Approvals**"). Each Party agrees that they shall be solely responsible to obtain the Final Plat Approval by the applicable agency with

jurisdiction for the respective Parcel that they are acquiring under this Agreement ("Final Plat Approvals"), after the Closing, at their sole cost and expense.

B. The Parties will mutually select a surveyor and engineer with platting experience in the City of Miami jurisdiction to prepare, submit and process the Platting Approval for each Parcel. The scope of such surveyor and engineer engagements shall include submission of the required application to obtain the T-Plat Approval for each Parcel. Upon the Parties' mutual selection, the Trust shall 1) engage the surveyor and engineer on behalf of both Parties 2) manage the completion of the T-Plat submissions and approval processes required herein in coordination with the College, and 3) pay the costs associated with the work, subject to a 50 percent reimbursement paid by the College to the Trust as a credit at close.

C. The Parties agree, subject to any necessary approvals by the governing board of either Party, to execute and deliver any and all documents required in connection with Platting Approval, both pre- and post-closing, and the Parties agree that they will cooperate with each other in obtaining same.

D. After closing, each Party is responsible for obtaining the Final Plat Approval for the Parcel they are acquiring and for payment of any associated costs.

8. **CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT.**

This Agreement shall not become effective, referred to herein as the "Effective Date," until the following conditions precedent ("Conditions Precedent to Effective Date") are met:

A. The President of College executes this Agreement after approval by College's Board of Trustees, as evidenced by the execution of this Agreement;

B. The County Mayor or County Mayor's designee and the CEO of the Trust have executed this Agreement after Board approval, as evidenced by the execution of this Agreement.

9. **EASEMENT ON A PORTION OF COUNTY PARCEL POST-CLOSING.**

A. The Parties acknowledge that the College Parcel is located directly adjacent to a parking garage owned and operated by the College. The College seeks to retain access and maintenance rights over a portion of the College Parcel that is located adjacent to the College's parking garage after the County acquires the College Parcel ("**Post-Closing Easement Area**") for the purpose of accessing and maintaining the existing drainage system that serves the College's parking garage located on the northern portion of the College Parcel. Accordingly, Trust and College agree to cooperate in good faith to negotiate, subject to Board approval, an access easement agreement over the Post-Closing Easement Area, providing for the College's right to access and maintain the Easement Area, so long as the County determines that the Post-Closing Easement, in the County's sole and absolute determination, does not impede or obstruct the purpose for which the County is acquiring the College Parcel ("**Post-Closing Easement**"). The Post-Closing Easement will be a separate instrument negotiated between the Trust and the College prior to Closing. The Parties acknowledge that the terms of the Post-Closing Easement require separate Board approval, which may be granted or denied in the Board's sole discretion, and if approved the terms of the Post-Closing Easement shall be executed and recorded at Closing along with the other deeds exchanged by the Parties and the County Board approval of the Post-Closing Easement.

10. **CONDITIONS PRECEDENT TO CLOSING.**

The Closing shall not occur until the following conditions precedent are met ("**Conditions Precedent to Closing**"):

A. PHT has obtained the County Parcel DERM Letter as required in Section 4(D) of this Agreement.

C. PHT has obtained the T-Plat Approvals for the Parcels as required in Section 7(A) of this Agreement.

D. The County and College have executed the Post-Closing Access Easement in recordable form and provided the original of the Post-Closing Access Easement to the Title Company to record at Closing.

D. Any and all documents, agreements, and/or encumbrances required to be executed in relation to this Agreement, have been properly executed and delivered to the appropriate Party.

11. INSPECTIONS AND ACCESS.

A. In addition to access terms provided for in Section 4(B) related to the Inspections, the Parties, and their contractors, subcontractors (of any tier), agents, representatives, consultants, employees and servants, and affiliates, shall have the right to have reasonable access to the Parcel that they are acquiring during the term of this Agreement, in both instances, subject to the terms provided for in the following subsections:

i. Prior to and at all times during the performance of the Inspections and other access, the Parties shall at their sole expense, procure and maintain insurance or self-insurance of the types, and in the form and amounts set forth on Exhibit "F" attached hereto, in

subsection i thereof, attached hereto and made a part hereof, which said self-insurance policies must remain in effect during the duration of the Agreement. The Parties shall provide each other a self-insurance letter prior to any access to the Property. The Parties shall further require all contractors and subcontractors of every tier, to provide a certificate of insurance naming the other Party as an additional insured, and that meets or exceeds the insurance requirements as found in the document attached as Exhibit "F" in subsection ii thereof.

ii. Each Party agrees that it shall indemnify and hold harmless the other Party and its officers, employees, agents and instrumentalities from and against any and all liability, losses, or damages, including attorneys' fees and costs of defense, which each Party, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or resulting from either access or the performance of Inspections, including but not limited to any work or action, or failure to perform any work or action, by either Party or its officers, employees, and agents on or about the Parcel upon which they were granted access. Each Party shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the other Party, where applicable, including court costs and appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. The Parties expressly understand and agree that any insurance protection required by this Agreement or otherwise provided by the Parties shall in no way limit the responsibility to indemnify, keep and save harmless and defend the other Party, its officers, employees, agents and instrumentalities as provided in this Agreement. This indemnity provision is subject to the terms, provisions, and limitations of Section 768.28, Florida Statutes,

as may be amended and shall commence on the Effective Date and shall survive the termination or cancellation of this Agreement

iii. The Parties shall minimize any impact upon or to the Parcel upon which they are acquiring in carrying out its objectives. Further, the Parties agree that any and all cost or expense associated with the other Party's entry upon or use or occupancy of the Parcel upon which they were granted access rights, or performance of any Inspections, shall be borne solely by the entering Party, and upon completion of any such work, such Party shall restore the Parcel upon which they were granted access, including repairing any damage to such Parcel which occurred during, or resulted from, the other Party's work on or about such Parcel, the sufficiency of which shall be determined in the sole discretion of the Party which owns the respective Parcel. This provision shall survive the termination or cancellation of this Agreement. Neither Party shall be obligated to restore or repair any damage to the Parcel upon which they were granted access resulting from its Inspections in the event that the other Party has granted the Party its written approval to not undertake such repair or restoration

12. CLOSING AND POSSESSION.

A. Unless extended by mutual written agreement by the Parties, Closing shall take place within thirty (30) days after the Conditions Precedent to Closing are satisfied, however, if the Conditions Precedent to Closing are satisfied prior to the end of the Due Diligence Period, the Closing shall occur no earlier than ten (10) Business Days after the expiration of the Due Diligence Period. The Closing will take place at a location determined mutually acceptable by the Parties or through an escrow closing conducted by the Title Company insuring title to the applicable Parcel.

B. At Closing, County shall deliver to College the following with respect to the County Parcel:

- i. County Deed to the County Parcel from County, duly executed and acknowledged by County, in substantially similar form as attached on Exhibit "D";
- ii. Such documents and instruments as are necessary or reasonably required by the title insurer and College to evidence the authority of County and its signatories to execute and deliver this Agreement and the instruments to be executed by County in connection with the transactions contemplated herein, and evidence that the execution and delivery of such instruments is the official act of County;
- iii. A Settlement Statement executed by County;
- iv. If applicable, a satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the County Parcel.

C. At Closing, College shall deliver to County the following with respect to the College Parcel:

- i. Quit Claim Deed to the College Parcel from College, executed and acknowledged by College, in substantially similar form as attached on Exhibit "C";
- ii. Such documents and instruments as are necessary or reasonably required by the title insurer and County to evidence the authority of College and its signatories to execute and deliver this Agreement and the instruments to be executed by College

in connection with the transactions contemplated herein, and evidence that the execution and delivery of such instruments is the official act of College;

iii. A Settlement Statement executed by College;

iv. If applicable, a satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the College Parcel.

D. The Parties agree that if all of the Conditions Precedent to Closing are not satisfied within two hundred seventy (270) days of the effective date of this Agreement, unless extended by the County by written notice to the College, then this Agreement shall automatically terminate, and be null and void and of no further effect.

13. CLOSING COSTS.

A. College shall bear the following expenses and closing costs associated and related to Closing:

- i. Per Section 12(b)-4.014(10) of the Florida Administrative Code, "conveyances from federal or state agencies or their instrumentalities to another agency or instrumentality of the state or federal government are not taxable." Accordingly, the exchange contemplated by this Agreement is not taxable. Should any taxes apply, College shall bear the expense of documentary stamps and surtax, if any, on the deed for the Parcel it is conveying;
- ii. College shall, as part of its closing costs obligations for Closing, procure and bear the premium of the County's Alta Form 2006 title insurance policy for the County Parcel;

- iii. College shall bear the cost and expense of all title searches, lien searches, and title insurance premiums related to County Parcel.
- iv. College shall bear the cost and expense of the Survey, the legal description and sketch and legal required for the recording of the Post-Closing Easement Area, and County Appraisal for the Parcel it is acquiring.
- v. College shall bear the cost of recording the deed for the Parcel it is acquiring.
- vi. College shall bear 50% of the cost incurred by PHT in obtaining T-Plat approvals for the College Property and the County Property as required in Section 7 of this Agreement, which shall not exceed \$50,000.

B. County shall bear the following expenses and closing costs associated and related to Closing:

- i. Per Section 12(b)-4.014(10) of the Florida Administrative Code, "conveyances from federal or state agencies or their instrumentalities to another agency or instrumentality of the state or federal government are not taxable." Accordingly, the exchange contemplated by this Agreement is not taxable. Should any taxes apply, County shall bear the expense of documentary stamps and surtax, if any, on the deed for the Parcel it is conveying;
- ii. County shall as part of its closing costs obligations for Closing, procure and bear the premium of the College's Alta Form 2006 title insurance policy for the College Parcel;

- iii. County shall bear the cost and expense of all title searches, lien searches and title insurance premiums related to College Parcel.
- iv. County shall bear the cost and expense of the Survey and Appraisal for the Parcel it is acquiring.
- v. County shall bear the cost of recording the deed for the Parcel it is acquiring and the cost of recording the Post-Closing Easement.
- vi. County shall bear the cost of the Flooding Issue Credit, as reflected by a credit in College's favor on the closing statement for the County Parcel.
- vii. County shall bear 50% of the cost incurred by PHT in obtaining T-Plat approvals for the College Property and the County Property as required in Section 7 of this Agreement.

C. Notwithstanding the above, each Party shall be responsible for its own attorneys' fees and due diligence, and any and all 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 the day of Closing.

14. TAXES AND ASSESSMENTS.

Both College and County, as political subdivisions of the State of Florida, are exempt and immune from the payment of ad valorem taxes.

15. RISK OF LOSS.

The risk of loss for the County Parcel shall remain with County until the time of Closing and shall thereafter belong solely to College. The risk of loss for the College Parcel shall remain with College until the time of Closing and shall thereafter belong solely to County.

16. THE COUNTY AND/OR COLLEGE'S DEFAULT.

A. If the College materially breaches or fails, without legal excuse (i) to complete the purchase of the College Parcel and/or County Parcel on the scheduled Closing Date or (ii) to perform its material obligations under this Agreement and any such circumstance described in this clause (ii) continues for thirty (30) days after written notice from County to College (which written notice shall detail such default or breach), provided that such thirty (30) day notice and cure period shall not apply to any repetitive breaches of any of the provisions of this Agreement), then County may pursue any action at law or in equity (including specific performance) as necessary to protect the County from the College's defaults and/or to fully compensate the County for College's defaults.

B. If the County or PHT materially breaches or fails, without legal excuse (i) to complete the purchase of the College Parcel and/or County Parcel on the scheduled Closing Date or (ii) to perform its material obligations under this Agreement and any such circumstance described in this clause (ii) continues for thirty (30) days after written notice from College to County (which written notice shall detail such default or breach), provided that such thirty (30) day notice and cure period shall not apply to any repetitive breaches of any of the provisions of this Agreement), then College may pursue any action at law or in equity (including specific

performance) as necessary to protect the College from the County's defaults and/or to fully compensate the College for the County's defaults.

C. In the event that the Closing does not occur by reason of a default under Section 17.A. or 17.B. herein, the defaulting Party shall reimburse all reasonable costs expended by the non-defaulting Party, including but not limited to reasonable attorney's fees and costs accrued pursuant to any inspections, tests, surveys, appraisals, etc. contemplated under this Agreement. Notwithstanding anything contained herein to the contrary, in no event shall College or the County or PHT be liable to the other for lost profits and for consequential and/or incidental damages. This clause shall survive the expiration and/or termination of this Agreement.

17. LITIGATION.

In the event of any litigation arising out of the terms and/or covenants of this Agreement, each Party shall bear its own attorneys' fees and costs.

18. ASSIGNMENT AND/OR LEASE.

The Parties agree that except as provided herein, this Agreement and/or either of the Parcels may not be conveyed, assigned or leased prior to Closing without the prior written consent of the Parties. Further, the Parties specifically agree that any transferee, assignee or lessee, after written consent, shall review this Agreement and enter into a separate agreement acknowledging its duties and responsibilities to fulfill the terms of this Agreement in a timely manner. Neither Party shall be released from any of its obligations or liabilities hereunder as a result of any such assignment.

19. NOTICES.

Any notice required or permitted to be given under this Agreement, unless otherwise agreed to herein, shall be delivered by hand, by the United States Post Office, sent Certified Mail, Return Receipt Requested, postage pre-paid, or by a nationally recognized overnight delivery service (such as FedEx), with the requirement of signature confirmation upon delivery, and addressed as described below, and all such notices will be deemed effective or received only upon receipt or refusal of delivery.

Notice to College: The District Board of Trustees of Miami Dade College, Florida
(College)
c/o Maryam Laguna Borrego, Ph.D
Vice President for External Affairs Strategy and Chief of Staff
300 N.E. 2nd Avenue
Miami, Florida 33132

cc: Miami Dade College
Javier A. Ley-Soto, Esq.
General Counsel
300 N.E. 2nd Avenue, Room 1453
Miami, Florida 33132

Notice to County/Trust: Public Health Trust of Miami-Dade County
 c/o Dan Chatlos, Director
 1611 NW 12th Avenue
 Miami, Florida 33136

With a copy to: Miami-Dade County Attorney's Office
 c/o Kevin Marker
 111 N.W. 1st Street, Suite 2810
 Miami, Florida 33128

20. SUCCESSOR IN INTEREST.

All of the terms of this Agreement, including but not limited to the representations, warranties and covenants of the Parties, shall be binding upon and shall inure to the benefit of the Parties to this Agreement and their respective successors, administrators and assigns.

21. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

22. GOVERNING LAW.

This Agreement has been negotiated and executed in Florida. The Parties hereby agree that this Agreement shall be construed and governed in accordance with the laws of the State of Florida, without application of conflict of laws principles, and venue for any action concerning the terms of this Agreement or any acts arising or relating thereto shall be in Miami-Dade County, Florida.

23. SAVINGS CLAUSE.

In the event any term or provision of this Agreement is determined by an arbitration panel, or appropriate judicial authority, to be illegal, ineffective, unenforceable or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

24. NUMBERS AND GENDER.

Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

25. CAPTIONS.

The captions or headings in this Agreement are inserted for the convenience of reference only and shall not be deemed to alter any provision of this Agreement or affect its meaning or construction.

24. EXHIBITS.

All references in this Agreement to exhibits, schedules, paragraphs, subparagraphs and sections refer to the respective subdivisions of this Agreement, unless the reference expressly identifies another document.

25. BROKERAGE.

There are no brokerage fees or commissions payable with respect to the conveyance of the County Parcel to College and/or of the College Parcel to the County.

26. AMENDMENTS.

All amendments, changes and/or modifications to this Agreement must be in writing and signed by all Parties, and (1) with regard to the County, any amendments, changes and/or modifications must be signed by the then-current County Mayor or the County Mayor's designee after approval by the Board of County Commissioners, except as provided in Section 38.E. herein, and (2) with regard to the College, any amendments, changes and/or modifications must be signed by the president of the College after approval by the College's Board of Trustees.

27. SURVIVAL.

The covenants, disclosures, warranties, representations, indemnities, affirmations, and undertakings of the parties herein as set forth in this Agreement shall survive Closing.

28. COUNTERPARTS.

This Agreement may be executed in counterparts and 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.

29. LIENS.

Certified municipal and County liens, if any, on College Parcel shall be paid in full by College. If a pending lien has been filed against the College which has not been certified as of the date of Closing, and 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 College.

Certified municipal and County liens, if any, on County Parcel shall be paid in full by County. If a pending lien has been filed against the County which has not been certified as of the date of Closing, and 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 Trust.

30. SOVEREIGN RIGHTS.

Both Parties retain all of their sovereign prerogatives and rights as a sovereign entity under State law. It is expressly understood that notwithstanding any provisions of this Agreement and the Parties' status thereunder:

- (a) Each Party retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a sovereign entity under State and local law and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature of general applicability which is applicable to

the properties herein, or be liable for the same including any approvals needed under zoning hearings; and

(b) The Parties shall not, by virtue of this Agreement, be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature of general applicability which is applicable to the planning, design, construction, development, and/or operation of the Parcels; and

(c) Notwithstanding and prevailing over any contrary provision in this Agreement; nothing in this Agreement shall bind the County's Board of County Commissioners, the College's Board of Trustees, the County's Planning and Zoning Department, the County's Department of Regulatory and Economic Resources, or any other County, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Parties or other applicable governmental agencies in the exercise of its police power.

(d) Nothing in this Agreement shall be deemed a limitation or waiver of the Parties' sovereign immunity rights under Florida Statute Section 768.28.

31. WAIVER.

Waiver by either party or any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

32. NO THIRD PARTY BENEFICIARIES.

Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provide in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

38. DELEGATION.

The County delegates to the PHT the power, authority, and right, on behalf of the County, and without further resolution or action of the Board of County Commissioners, to:

- A. Review and approve documents, notices, requests, and other instruments required or allowed to be submitted to the County pursuant to this Agreement;
- B. Consent to actions, events or undertakings by College or extensions of time periods for which consent is required or permitted of the County;
- C. Execute any and all documents on behalf of the County necessary or convenient to the foregoing consents or approvals, as well as any documents needed to comply with applicable regulatory procedures to effectuate the transaction set forth in this Agreement;
- D. Terminate this Agreement in accordance with the termination provisions included herein;

- E. Amend this Agreement to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature, or to carry out the purposes of this Agreement, consistent with the Board resolution authorizing the County's execution of this Agreement;
- F. Act on behalf of the County, as its authorized agent: (i) in the performance of the County's obligations under this Agreement (to the extent the PHT is not prohibited from doing so by Applicable Law); and (ii) in exercising the County's rights contained in this Agreement, including, but not limited to, the right to enforce the terms of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGES AND EXHIBITS FOLLOW]

[Handwritten signature]

Witness/Attest

Jawad G. Jay Soho

Witness/Attest

By: [Signature]

STATE OF Florida)
) ss:
COUNTY OF Miami-Dade)

 **JAVIERA, LEY-SOTO**
MY COMMISSION # HH 068443
EXPIRES: March 23, 2025
Bonded Thru Notary Public Underwriters

(Sign Name)

MDC153

THE TRUST:

**PUBLIC HEALTH TRUST OF MIAMI-DADE
COUNTY, FLORIDA, an agency and
instrumentality of Miami-Dade County, Florida**

By: [Signature]
Name: Carlos A. Migoya
Title: Chief Executive Officer

THE COUNTY:

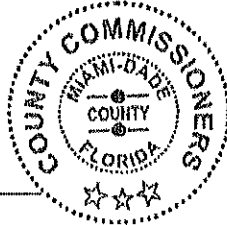
**MIAMI-DADE COUNTY, FLORIDA, a political
subdivision of the State of Florida**

By: [Signature]
Name: Daniella Levine Cava
Title: County Mayor

ATTEST:
JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT AND COMPTROLLER

ATTEST: [Signature] 1/6/2025

By: Eva Osorio - e405757
Clerk of the Board



APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE MIAMI-DADE COUNTY
ATTORNEY'S OFFICE

By: [Signature]
Name: Kevin Minter
Title: Assistant County Attorney
Date: 12/12/2024

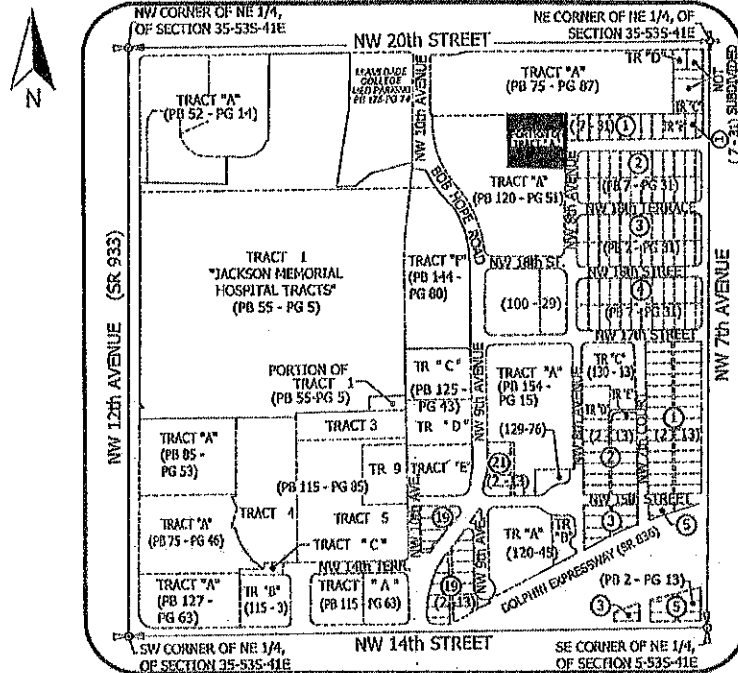
EXHIBIT A

LEGAL DESCRIPTION OF COLLEGE PARCEL

[to be attached]

CITY OF MIAMI, MIAMI-DADE COUNTY
SEC 35, TWP 53S, RGE 41E
PARCEL ID: PORTION OF 01-3135-061-0010

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SKETCH LOCATION NTS

SURVEYOR'S NOTES

1. This is not a Boundary Survey.
2. Not valid without the signature and the original raised seal of a Florida Licensed Professional Surveyor and Mapper.
3. Bearings are referenced to the Monument Line of NW 8th Avenue, with an assumed bearing of S00°15'19"W.
4. All dimensions as shown are based in US foot.
5. This Sketch & Legal Description is not full and complete without all sheets.

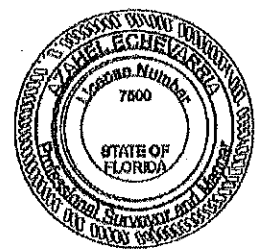
LEGEND & ABBREVIATIONS

BOB= Basis of Bearings	FND= Found	POB= Point of Beginning	TWP= Township
C= Centerline	MDC= Miami-Dade County	POC= Point of Commencement	UE= Utility Easement
EASMT= Easement	M= Monument line	POT= Point of Termination	SEC= Section
(R)= Recorded	N&W= Nail & Washer	RGE= Range	SR= State Road
(C)= Calculated	PB= Plat Book	R/W= Right-of-Way	§= Section Line
(M)= Measured	PG= Page		

SURVEYOR'S CERTIFICATE

I hereby certify that the sketch and legal description of the hereon described property is true and correct to the best of my knowledge and belief as delineated under my direction on December 1st, 2023. I further certify that this sketch and legal description meets the Standards of Practice as set forth by the Florida Board of Surveyors and Mappers pursuant to Rule Chapter 5J-17 of the Florida Administrative Code and its Implementing law, Chapter 472.027 of the Florida Statutes.

This item has been electronically signed and sealed by Azahel Echevarria on the adjacent to the seal using a SHA authentication code. Printed copies of the document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.



FRILEMAN

FR Alonson & Associates, Inc.
10306 NW 41 Street, Suite 200, Miami, FL 33178
Phone: 305.591.8777 Fax: 305.599.8749 LB: 6785

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
FOR PORTION OF PARCEL
01-3135-061-0010**

Azahel Echevarria

AZAHUEL ECHEVARRIA, PSM
PROFESSIONAL SURVEYOR AND MAPPER NO. 7800
STATE OF FLORIDA

DRAWN BY: ESS

CHECKED BY: AE

DATE: 12-01-2023

SCALE: N/A

JOB No.: 3361W07

SHEET

1

OF 3 SHEETS

CITY OF MIAMI, MIAMI-DADE COUNTY
SEC 35, TWP 53S, RGE 41E
PARCEL ID: PORTION OF 01-3135-061-0010

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

LEGAL DESCRIPTION

A portion of Tract "A" of HIGHLAND PARK DRIVE SECTION ONE according to the plat thereof as recorded in Plat Book 120 Page 51 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of section 35 Township 53 South, Range 41 East and run S0°12'52"W, along the west line of the Northeast 1/4 of the Northeast 1/4 of said section 35, for 335.75 feet; thence N89°11'25"E, along the North line of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of said section 35, for 421.12 feet to the **Point Of Beginning (POB)** of the following described parcel; thence continue N89°11'25"E along the last described course for 237.50 feet to a point coincident with the Northeast corner of Tract "A" of aforementioned plat HIGHLAND PARK DRIVE SECTION ONE, Plat Book 120 Page 51 of the Public Records of Dade County, Florida; thence S0°15'19"W along the easterly line of said Tract "A" for 204.33 feet to a point, thence S89°15'04"W for a distance of 237.48 feet to a point, thence N0°14'56"E for a distance of 204.00 feet to the point of beginning.

Containing 48,456.53 square feet or 1.11 acres more or less, lying and being in City of Miami, Miami-Dade County, Florida.

This Sketch & Legal Description is not full and complete without all sheets.

FRALEMAN

FR Aleman & Associates, Inc.
10305 NW 41 Street, Suite 200, Miami, FL 33178
Phone: 305.591.8777 Fax: 305.599.8740 LB: 6785

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
FOR PORTION OF PARCEL
01-3135-061-0010**

DRAWN BY: ESS

CHECKED BY: AE

DATE: 12-01-2023

SCALE: N/A

JOB No.: 3361W007

SHEET

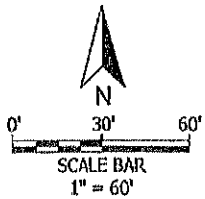
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OF 3 SHEETS

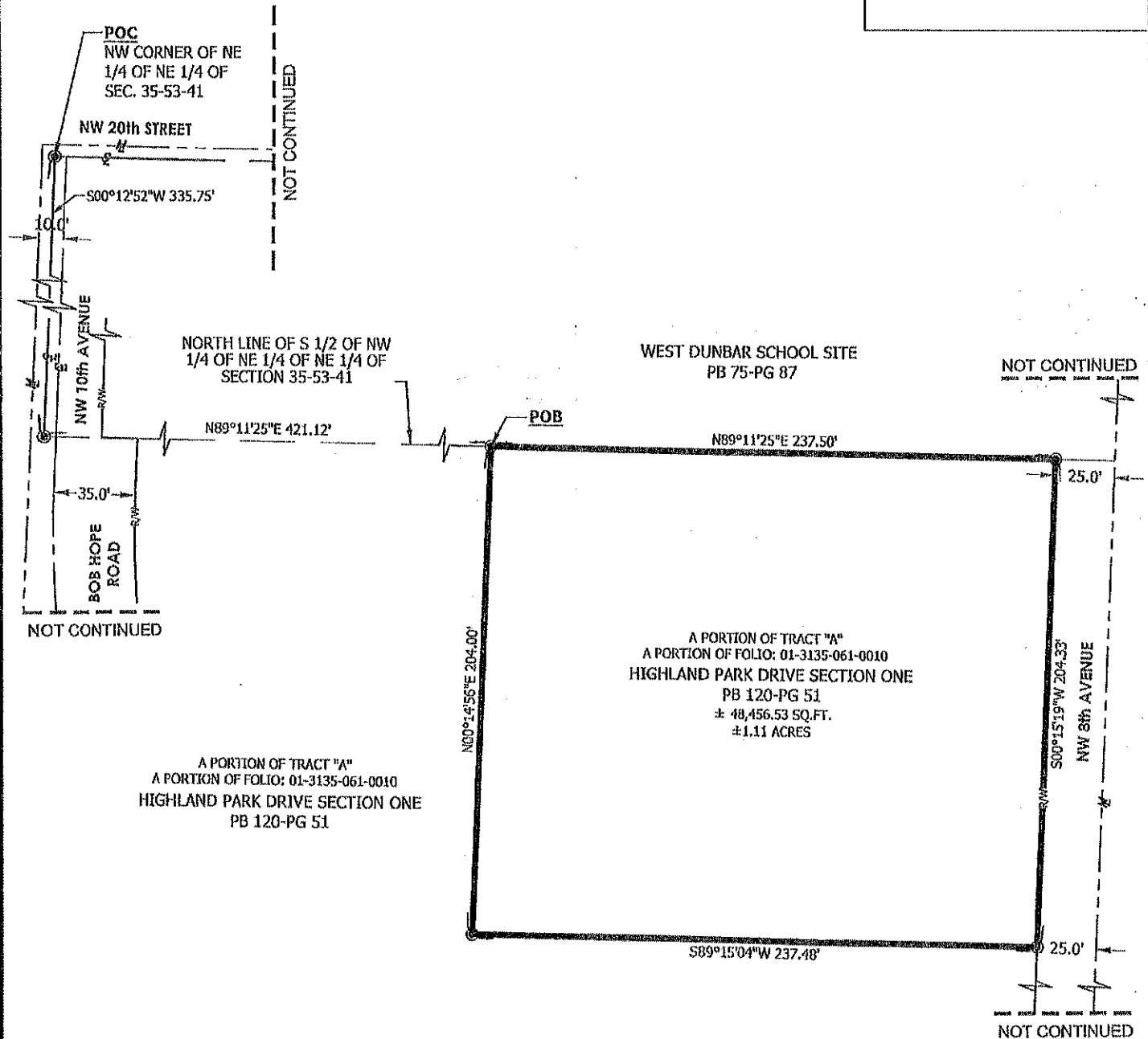
ATTACHMENT B

MDC157

CITY OF MIAMI, MIAMI-DADE COUNTY
 SEC 35, TWP 53S, RGE 41E
 PARCEL ID: PORTION OF 01-3135-061-0010



SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION



This Sketch & Legal Description is not full and complete without all sheets.

FRALEMAN

FR Alaman & Associates, Inc.
 10305 NW 41 Street, Suite 200, Miami, FL 33178
 Phone: 305.591.8777 Fax: 305.599.8740 LB: 6785

**SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION
 FOR PORTION OF PARCEL
 01-3135-061-0010**

DRAWN BY: ESS
CHECKED BY: AE
DATE: 12-01-2023
SCALE: 1" = 60'
JOB No.: 3361W007

SHEET
3
 OF 3 SHEETS

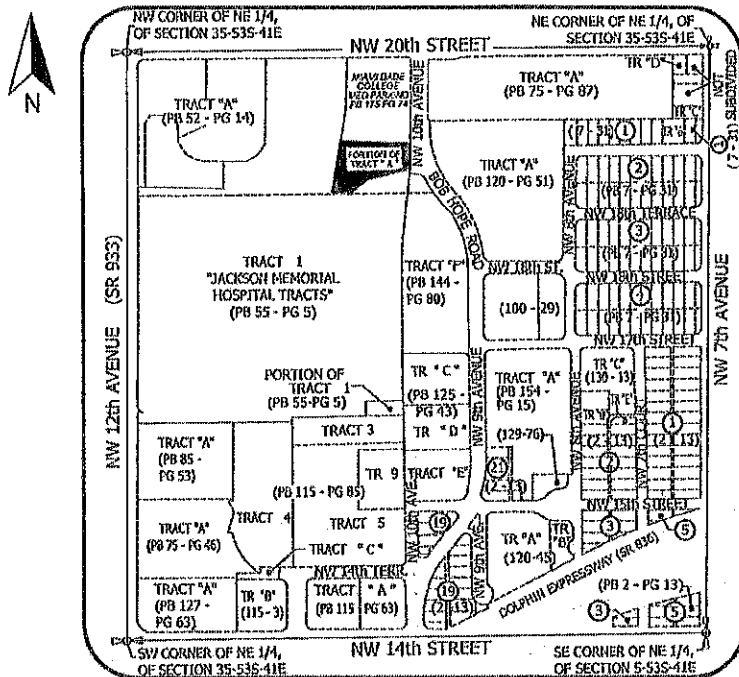
ATTACHMENT B

EXHIBIT B

LEGAL DESCRIPTION OF COUNTY PARCEL

[to be attached]

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



SKETCH LOCATION
NTS

SURVEYOR'S NOTES

1. This Is not a Boundary Survey.
2. Not valid without the signature and the original raised seal of a Florida Licensed Professional Surveyor and Mapper.
3. Bearings are referenced to the east line of the NW $\frac{1}{4}$, NE $\frac{1}{4}$, of Section 35, Township 53 South, Range 41 East, with an assumed bearing of S00°12'29"W.
4. All dimensions as shown are based in US foot.
5. This Sketch & Legal Description Is not full and complete without all sheets.

LEGEND & ABBREVIATIONS

POB= Point of Beginning

POC= Point of Commencement

POT=Point of Termination

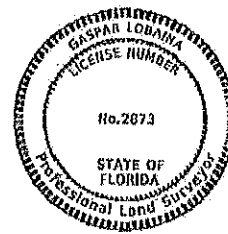
RGE= Range

R/W= Right-of-Way

PG= Page

SURVEYOR'S CERTIFICATE

I further certify that this sketch and legal description meets the Standards of Practice as set forth by the Florida Board of Surveyors and Mappers pursuant to Rule Chapter 5J-17 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.



SEAN

FRALEMAN

FR Aleman & Associates, Inc.
10305 NW 41 Street, Suite 200, Miami, FL 33178
Phone: 305.591.8777 Fax: 305.599.8749 LB: 6785

**JACKSON MEMORIAL
MEDICAL CENTER
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

GASPAR LOBAINA, PLS
PROFESSIONAL LAND SURVEYOR NO. 2873, STATE
OF FLORIDA

QUEST

↑

SCALE: N/A

JOB No.: 33614706 OF 3 SHEETS

VERA NO. 2873, STATE JOB NO.: 33619708
ATTACHMENT B

CITY OF MIAMI, MIAMI-DADE COUNTY
SEC 35, TWP 53S, RGE 41E
PARCEL ID: PORTION OF 01-3135-106-0010

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

LEGAL DESCRIPTION

A portion of Tract "A" MIAMI DADE COLLEGE MED PARKING according to the plat thereof as recorded in Plat Book 175 Page 74 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southeasterly corner of the North half of the Northwest quarter of the Northeast quarter of Section 35, Township 53 South, Range 41 East, Dade County, Florida; thence run South 89°09'49" West along the South line of the North half of the Northwest quarter of the Northeast quarter of said Section 35 for a distance of 236.87 feet to the Southeast corner of Parcel "A" as described in that certain Warranty Deed dated July 28, 1958 and filed in Official Records Book 2585 Page 82 of the Public Records of Dade County, Florida; thence run North 00°12'49" East along the East line of said Parcel "A" for a distance of 80.47 feet to the Northeast corner of said Parcel "A" and the **Point of Beginning** of the parcel of land hereinafter described; thence South 64°00'40" West along the Northerly line of said Parcel "A" for distance of 132.83 feet to a Point of Intersection with the North line of a permanent easement to Dade County from the City of Miami per City of Miami resolution No. 31361; thence run South 89°09'49" West along the North line of said permanent easement for a distance of 57.32 feet to a point; thence run North 07°21'14" East along the westerly line of Tract "A" of the aforementioned plat for a distance of 125.82 feet; thence run North 50°25'06" East for a distance of 28.94 feet; thence run North 85°26'42" East for a distance of 52.38 feet; thence run North 42°16'53" East for a distance of 23.03 feet; thence run North 01°41'27" East for a distance of 37.68 feet to a point online with a line 10 feet offset and parallel with the south facade of Miami Dade College Parking; thence run South 89°47'00" East along the said 10 feet offset line for 281.50 feet to a point on the westerly right of way line of NW 10th Ave as shown in the aforementioned Plat Book 175, Page 74 of the public records of Dade County, Florida; thence Southerly along the arc of a curve to the right having a radius of 1500.00 feet through a central angle of 03°06'09" for an arc distance of 81.23 feet and chord of bearing South 02°56'49" West to the Northeast corner of Parcel "B" as described in the aforementioned Warranty Deed dated July 28, 1958; thence run South 73°40'35" West along the Northerly line of said Parcel "B" for a distance of 216.57 feet to the **Point of Beginning**.

Containing 48,102.04 square feet or 1.10 acres more or less, lying and being in City of Miami, Miami-Dade County, Florida.

This Sketch & Legal Description is not full and complete without all sheets.

FRILEMAN

FR Aleman & Associates, Inc.
10305 NW 41 Street, Suite 200, Miami, FL 33178
Phone: 305.591.8777 Fax: 305.590.8749 LB: 6785

**JACKSON MEMORIAL
MEDICAL CENTER
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

DRAWN BY: R

CHECKED BY: GL

DATE: 11-02-2023

SCALE: N/A

JOB No.: 3361W006

SHEET

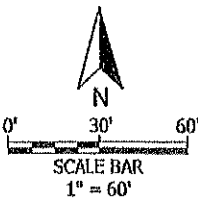
2

OF 3 SHEETS

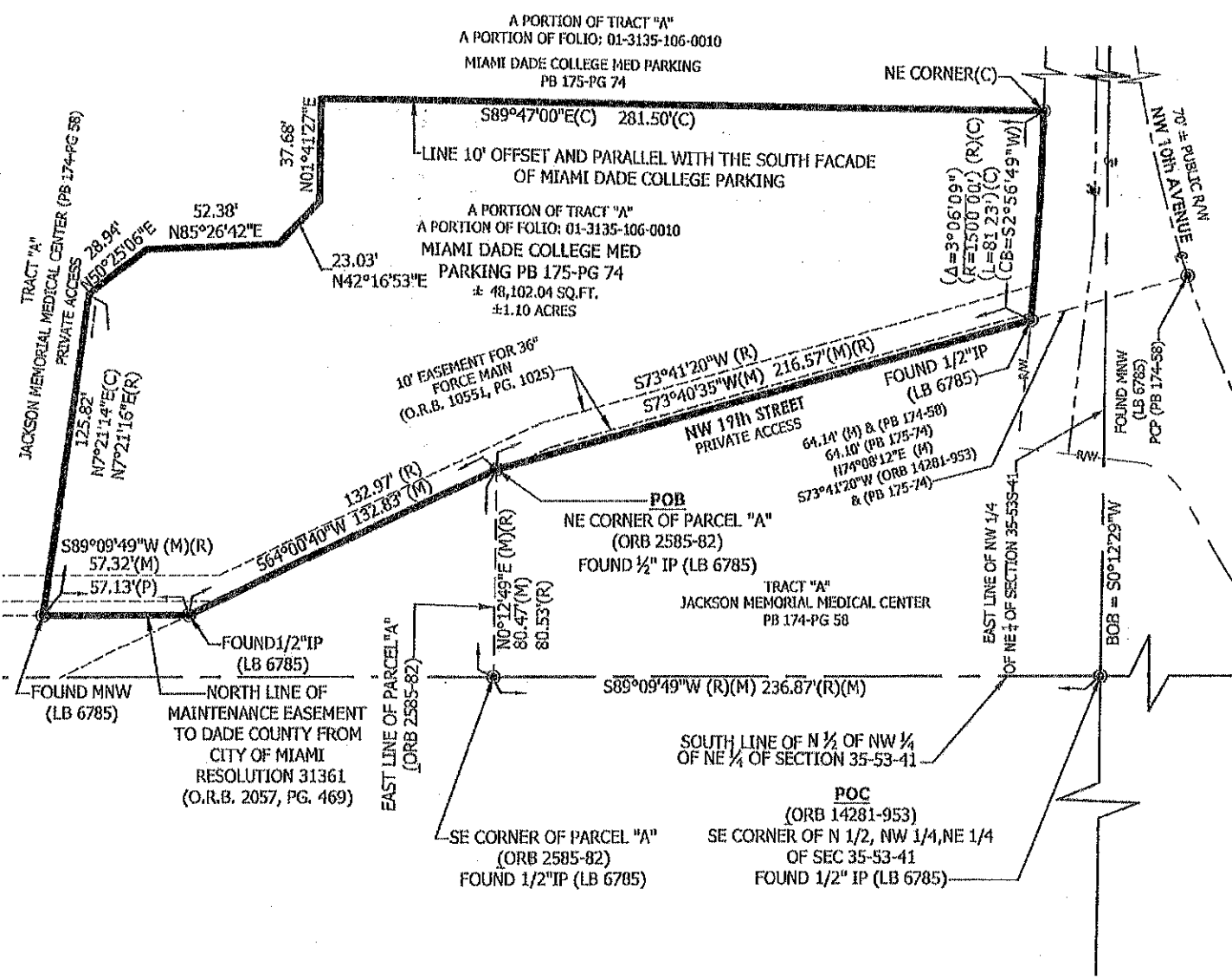
ATTACHMENT B

MDC161

CITY OF MIAMI, MIAMI-DADE COUNTY
 SEC 35, TWP 53S, RGE 41E
 PARCEL ID: PORTION OF 01-3135-106-0010



SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



This Sketch & Legal Description is not full and complete without all sheets.

FRILEMAN
 FR Aleman & Associates, Inc.
 10305 NW 41 Street, Suite 200, Miami, FL 33178
 Phone: 305.591.8777 Fax: 305.599.8749 LB: 6785

**JACKSON MEMORIAL
 MEDICAL CENTER**
**SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION**

DRAWN BY: R	SHEET
CHECKED BY: GL	3
DATE: 11-02-2023	
SCALE: 1" = 60'	
JOB No.: 3361W006	OF 3 SHEETS

ATTACHMENT B

EXHIBIT C

FORM OF QUIT CLAIM DEED

Instrument prepared by:
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, FL 33131
Attention: Joseph M. Hernandez, Esq.

Record and return to:
Public Health Trust of Miami-Dade County
Real Estate Services Department
1611 NW 12 Avenue
Miami, Florida 33136

Portion of Folio No 01-3135-106-0010

[Space Above This Line For Recording Data]

QUIT CLAIM DEED

This Quit Claim Deed, made this day of , 202_ by **THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**, a public educational institution and political subdivision of the State of Florida, a Florida not-for-profit corporation (hereinafter "Grantor") whose address is 300 N.E. 2nd Avenue Miami, Florida 33132, in favor of **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "Grantee"), whose address is: Stephen P. Clark Center, 111 NW 1 Street, Suite 17-202, Miami, Florida 33128.

Grantor, in consideration of \$10.00 and other consideration paid by Grantee, the receipt and sufficiency of which is acknowledged, grants, and quit claims to Grantee all the right, title, and interest which Grantor has in the real property described on **Exhibit A ("Property")**.

Together with (i) any improvements on the Property; (ii) any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; (iii) all easements, rights of way, privileges, licenses, and appurtenances belonging or in any way appertaining to the

ATTACHMENT B

Property; (iv) landlord's interest in all leases, if any, on the Property; and (v) all other rights and benefits in any way related to the Property.

To have and to hold the Property to Grantee and Grantee's successors and assigns in fee simple forever.

[Remainder of page intentionally blank; signatures follow]

Grantor has executed this Quit Claim Deed as of the Effective Date.

College:

**THE DISTRICT BOARD OF TRUSTEES OF
MIAMI DADE COLLEGE, FLORIDA**

Address: _____
Witness/Attest

Witness/Attest

By: _____
Name: Malou C. Harrison, Ph.D.
Title: Executive Vice President and Provost

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ of _____, a _____. She is personally known to me or has produced State of _____ [include state of driver's license] driver's license as identification ☐.

(Sign Name)

(Type or Print Name)

My Commission Expires:

Notary Public, State of _____
Serial No. (none, if blank): _____

[AFFIX NOTARIAL SEAL]

ATTACHMENT B

EXHIBIT A
LEGAL DESCRIPTION
TO QUIT CLAIM DEED

A portion of Tract "A" MIAMI DADE COLLEGE MED PARKING according to the plat thereof as recorded in Plat Book 175 Page 74 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southeasterly corner of the North half of the Northwest quarter of the Northeast quarter of Section 35, Township 53 South, Range 41 East, Dade County, Florida; thence run South 89°09'49" West along the South line of the North half of the Northwest quarter of the Northeast quarter of said Section 35 for a distance of 236.87 feet to the Southeast corner of Parcel "A" as described in that certain Warranty Deed dated July 28, 1958 and filed in Official Records Book 2585 Page 82 of the Public Records of Dade County, Florida; thence run North 00°12'49" East along the East line of said Parcel "A" for a distance of 80.47 feet to the Northeast corner of said Parcel "A" and the **Point of Beginning** of the parcel of land hereinafter described; thence South 64°00'40" West along the Northerly line of said Parcel "A" for distance of 132.83 feet to a Point of Intersection with the North line of a permanent easement to Dade County from the City of Miami per City of Miami resolution No. 31361; thence run South 89°09'49" West along the North line of said permanent easement for a distance of 57.32 feet to a point; thence run North 07°21'14" East along the westerly line of Tract "A" of the aforementioned plat for a distance of 125.82 feet; thence run North 50°25'06" East for a distance of 28.94 feet; thence run North 85°26'42" East for a distance of 52.38 feet; thence run North 42°16'53" East for a distance of 23.03 feet; thence run North 01°41'27" East for a distance of 37.68 feet to a point online with a line 10 feet offset and parallel with the south facade of Miami Dade College Parking; thence run South 89°47'00" East along the said 10 feet offset line for 281.50 feet to a point on the westerly right of way line of NW 10th Ave as shown in the aforementioned Plat Book 175, Page 74 of the public records of Dade-County, Florida; thence Southerly along the arc of a curve to the right having a radius of 1500.00 feet through a central angle of 03°06'09" for an arc distance of 81.23 feet and chord of bearing South 02°56'49" West to the Northeast corner of Parcel "B" as described in the aforementioned Warranty Deed dated July 28, 1958; thence run South 73°40'35" West along the Northerly line of said Parcel "B" for a distance of 216.57 feet to the **Point of Beginning**.

Containing 48,102.04 square feet or 1.10 acres more or less, lying and being in City of Miami, Miami-Dade County, Florida.

EXHIBIT D

FORM OF COUNTY DEED

Instrument prepared by:
Public Health Trust of Miami-Dade County
Real Estate Services Department
1611 NW 12 Avenue
Miami, Florida 33136

Record and return to:
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, FL 33131
Attention: Joseph M. Hernandez, Esq.

Portion of Folio No 01-3135-061-0010

COUNTY DEED

THIS COUNTY DEED, made this _____ day of _____, 202_ by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 NW 1 Street, Suite 17-202, Miami, Florida 33128, and **THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**, a public educational institution and political subdivision of the State of Florida, a Florida not-for-profit corporation (hereinafter "Grantee") whose address is 300 N.E. 2nd Avenue Miami, Florida 33132.

WITNESSETH:

That the County, for and in consideration of the sum of \$_____ to it in hand paid by the Grantee, receipt and sufficiency hereby being acknowledged, hereby grants, bargains and sells to the Grantee, its successors and assigns forever, the following legally described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

LEGAL DESCRIPTION

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This grant conveys only the interest of Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations, ordinances, restrictions, conditions, and other prohibitions imposed by any governmental authority with jurisdiction over the Property; all covenants, conditions, restrictions, easements, rights of way, reservations, rights, agreements and encumbrances, whether or not of record; taxes for the year of closing and subsequent years; and the following restrictions:

- (1) The Property shall be connected to a sanitary sewer system, and shall not be permitted to utilize a septic tank system, in the event that any plumbing is constructed thereon which necessitates same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice Chairperson of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin,
Clerk of the Court and
Comptroller

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

By: _____
(Deputy Clerk Signature)

By: _____
Oliver G. Gilbert III, Chairperson

Print Name: _____

Date: _____

Address: 73 W. Flagler Street
Miami, Florida 33130

By: _____
Title: _____
Address: _____

Approved for legal sufficiency:

By: _____

Assistant County Attorney

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____ 202__.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this _____ day of _____, 20__, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared _____, [] in person or [] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the _____ of _____, and whose name the forgoing instrument is executed

and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation.

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

Notary Public

Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____
My Commission expires: _____

EXHIBIT A to County Deed

A portion of Tract "A" of HIGHLAND PARK DRIVE SECTION ONE according to the plat thereof as recorded in Plat Book 120 Page 51 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of section 35 Township 53 South, Range 41 East and run S0°12'52"W, along the west line of the Northeast 1/4 of the Northeast 1/4 of said section 35, for 335.75 feet; thence N89°11'25"E, along the North line of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of said section 35, for 421.12 feet to the **Point Of Beginning (POB)** of the following described parcel; thence continue N89°11'25"E along the last described course for 237.50 feet to a point coincident with the Northeast corner of Tract "A" of aforementioned plat HIGHLAND PARK DRIVE SECTION ONE, Plat Book 120 Page 51 of the Public Records of Dade County, Florida; thence S0°15'19"W along the easterly line of said Tract "A" for 204.33 feet to a point, thence S89°15'04"W for a distance of 237.48 feet to a point, thence N0°14'56"E for a distance of 204.00 feet to the point of beginning.

Containing 48,456.53 square feet or 1.11 acres more or less, lying and being in City of Miami, Miami-Dade County, Florida.

EXHIBIT E

FORM OF MEMORANDUM OF AGREEMENT

This Instrument Prepared by,
Record and Return To:
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, FL 33131
Attention: Joseph M. Hernandez, Esq.

MEMORANDUM OF AGREEMENT

By this Memorandum of Agreement ("**Memorandum**") entered into this ____ day of _____, 202__ ("**Effective Date**") , **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "**County**"), **THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**, a public educational institution and political subdivision of the State of Florida ("**College**"), hereby declares and agrees as follows:

A. County is the owner of the real property in Miami-Dade County, Florida, described on the attached **Exhibit "A"** (the "**County Parcel**").

B. College is the owner of the real property located in Miami-Dade County, Florida described on the attached **Exhibit "B"** (the "**College Parcel**")

C. County and College are parties to that certain Exchange Agreement dated _____ the "**Agreement**"), pursuant to which County has contracted to acquire the College Parcel and College has contracted to acquire the County Parcel.

D. Pursuant to Section 5(E) of the Agreement, the Parties agreed to record in public record the following terms in a memorandum of agreement:

"Following the Effective Date, neither the County nor College shall place, permit, or suffer any Liens, encumbrances, or defects to be placed on either Parcel and in the event either Party so places, permits or suffers any such Liens, encumbrances, or defects to be placed on the other Party's parcel, such Party must cure the same at its expense."

E. College and County desire to give actual and constructive notice to all persons interested in the College Parcel and the County Parcel of the existence of the Agreement.

MEMORANDUM:

1. The foregoing recitals are correct and incorporated in this Memorandum by reference.
2. The provisions of Section 5(E) shall continue in full force and effect unless such right is terminated in accordance with the terms and conditions of the Agreement.
3. All of the terms, conditions, and agreements contained within the Agreement are fully incorporated in this Memorandum by reference as if fully set forth in this Memorandum.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the Effective Date.

(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin,
Clerk of the Court and
Comptroller

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

By: _____
(Deputy Clerk Signature)

By: _____
Daniella Levine Cava, County Mayor

Print Name: _____

Date: _____

Address: 73 W. Flagler Street
Miami, Florida 33130

By: _____
Title: _____
Address: _____

Approved for legal sufficiency:

By: _____

Assistant County Attorney

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____ 202__.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this _____ day of _____, 20__, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared _____, [] in person or [] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the _____ of _____, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation.

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

(SEAL)

Notary Public

Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____

My Commission expires: _____

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the Effective Date.

College:

Address: 300 NE 2nd Ave
Miami, Florida 33132

THE DISTRICT BOARD OF TRUSTEES OF
MIAMI DADE COLLEGE, FLORIDA

Witness/Attest

Witness/Attest

By:

Name: Malou C. Harrison, Ph.D.

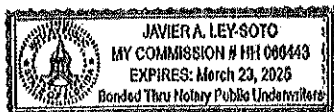
Title: Executive Vice President and Provost

STATE OF Florida)

) ss:

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of December 2024, Malou C. Harrison, Ph.D., as Executive Vice President and Provost of **The District Board of Trustees of Miami Dade College, Florida, also known as Miami Dade College**, a public educational institution and Political Subdivision of the State of Florida. She is personally known to me or has produced State of _____
[include state of driver's license] driver's license as identification ☐.



(Sign Name)

(Type or Print Name)

My Commission Expires:

March 23, 2025

Notary Public, State of Florida

Serial No. (none, if blank): H11066443

[AFFIX NOTARIAL SEAL]

EXHIBIT F
INSURANCE REQUIREMENTS

1. Each Party shall provide the other Party with a self-insurance letter as evidence of:
 - (a) Florida Statutory Workers' Compensation Self-Insurance and Employer's Liability Insurance.
 - (b) General Liability Self-Insurance subject to the provisions, limits and limitations of F.S. 768.28, as may be amended.
 - (c) Auto Liability Self-Insurance subject to the provisions, limits and limitations of F.S. 768.28, as may be amended.

2. Additional Provisions. To the extent a Party engages any other contractors or other third parties to perform any work on the Premises, such contractors/third parties shall comply with the insurance requirements set forth below:
 - (a) Florida Statutory Workers' Compensation Insurance and Employer's Liability Insurance. Maintain Florida Statutory Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least \$500,000 bodily injury by accident - each accident; \$500,000, bodily injury by disease - each employee and \$500,000 bodily injury by disease - policy limit.
 - (b) Commercial General Liability Insurance. Maintain Commercial General Liability Insurance, including coverage for bodily injury and property damage liability, personal and advertising injury liability and products and completed operations liability, with minimum limits \$1,000,000 per occurrence and \$1,000,000 general aggregate.
 - (c) Automobile Liability Insurance. Maintain Automobile Liability Insurance, covering all owned, non-owned and hired vehicles, with a minimum combined single limit of \$1,000,000 per occurrence.
 - (d) Umbrella Liability Insurance. Maintain Umbrella Liability Insurance, or its equivalent, with minimum limits of liability of \$2,000,000 per occurrence/\$2,000,000 general aggregate.
 - (e) Certificates of Insurance. Any insurance policy required herein shall be endorsed to name of the Party acquiring the Parcel, and shall:
 - i. For work performed by the Trust on the College Property: list the District Board of Trustees of Miami Dade College, Florida as an additional insured.

- ii. For work performed by the College on the County Property: list Miami-Dade County and the Public Health Trust of Miami-Dade County as additional insureds.
3. Self-insurance letter, and certificates of insurance and copies of additional insured endorsements of any third parties as may be required herein, should be sent to:

To the College:

Miami Dade College Risk Management
11011 SW 104th Street, Room 1120
Miami, FL 33176-3393

To the Trust:

Public Health Trust of Miami-Dade County
1611 NW 12th Avenue
Attn: Real Estate Services
Miami, FL 33136

RESOLUTION NO. PHT 10/2023 – 056

RESOLUTION DIRECTING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO 1) NEGOTIATE AND FINALIZE A LAND EXCHANGE AGREEMENT BETWEEN MIAMI-DADE COUNTY (“COUNTY”) AND THE DISTRICT BOARD OF TRUSTEES FOR MIAMI DADE COLLEGE (“COLLEGE”) FOR THE CONVEYANCE OF APPROXIMATELY 48,000 SQUARE FEET OF COUNTY-OWNED REAL PROPERTY CONSISTING OF A PORTION OF FOLIO 01-3135-061-0010 TO THE COLLEGE IN EXCHANGE FOR THE COUNTY RECEIVING A CONVEYANCE OF APPROXIMATELY 48,000 SQUARE FEET OF COLLEGE-OWNED REAL PROPERTY CONSISTING OF A PORTION OF FOLIO 01-3135-106-0010 AND 2) SEEK BOARD OF COUNTY COMMISSIONERS’ AUTHORIZATION FOR THE COUNTY MAYOR TO EXECUTE, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, THE LAND EXCHANGE AGREEMENT; AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO SEEK ANY ADDITIONAL AUTHORIZATIONS AND TAKE ANY ACTION REQUIRED TO EFFECTUATE THE SAME AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management and Chief Procurement Officer, Jackson Health System

WHEREAS, the Public Health Trust of Miami-Dade County, Florida (“Trust”) operates, governs and maintains the Jackson Memorial Medical Center and other “designated facilities” as such term is defined in chapter 154, Part II of the Florida Statutes, as amended, and Chapter 25A of the Code of Miami-Dade County, Florida (“Code”); and

WHEREAS, the Trust desires to acquire approximately 48,000 square feet of real property consisting of a portion of Folio 01-3135-106-0010 (“College Property”) owned by the District Board of Trustees of Miami Dade College, a public educational institution and political subdivision of the State of Florida (“College”), for the purpose of utilizing the College Property for additional surface parking required as part of the Trust’s new Emergency Department Project; and

WHEREAS, in consideration for the conveyance of the College Property, the Trust desires to convey to the College a portion of Folio 01-3135-061-0010, which is owned by Miami-Dade County and is a designated facility of the Trust pursuant to Section 25A-2 of the Miami-Dade County Code;

WHEREAS, Pursuant to Section 125.37, Florida Statutes, Miami-Dade County is authorized to exchange land not needed for County purposes upon public notice and adoption of a resolution by the Board of County Commissioners authorizing the exchange of the properties; and

-Page 2-

WHEREAS, the Chief Executive Officer of the Trust, the Purchasing and Facilities Subcommittee and the Fiscal Committee recommend approval of this resolution, to accomplish the purposes outlined in the accompanying memorandum.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the foregoing recitals.

Section 2. This Board directs the Chief Executive Officer or his designee to negotiate and finalize a Land Exchange Agreement between the County and the College to convey approximately 48,000 square feet of County-owned real property consisting of a portion of Folio 01-3135-061-0010 to the College in exchange for the County receiving a conveyance of approximately 48,000 square feet of College-owned real property consisting of a portion of Folio 01-3135-106-0010.

Section 3. This Board directs the Chief Executive Officer or his designee to seek Board of County Commissioners' authorization for the County Mayor to execute, pursuant to Section 125.37, Florida Statutes, the Land Exchange Agreement.

Section 4. The Board further authorizes the Chief Executive Officer or his designee to seek any additional authorizations and to take any action required to effectuate the transaction and to exercise any and all rights conferred therein.

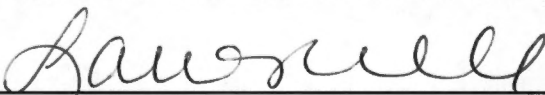
-Page 3-

The foregoing resolution was offered by Matthew J. Allen and the motion was seconded by Antonio L. Argiz as follows:

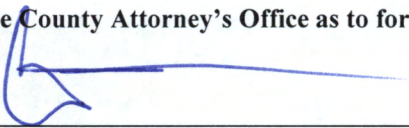
Matthew J. Allen	Aye
Antonio L. Argiz	Aye
Amadeo Lopez-Castro, III	Aye
Laurie Weiss Nuell	Aye
Walter T. Richardson	Aye
Carmen M. Sabater	Aye
Alexis Calatayud	Aye

The Chairperson thereupon declared the resolution as duly passed and adopted this 25th Day of October, 2023

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY: 
Laurie Weiss Nuell, Secretary

Approved by the Miami-Dade County Attorney's Office as to form

And legal sufficiency 

Jackson
HEALTH SYSTEM
Miracles made daily.

TO: Walter T. Richardson, Chairman
and Members, Public Health Trust Board of Trustees

FROM: Rosa Costanzo
Senior Vice President, Strategic Sourcing and Supply Chain Management
and Chief Procurement Officer

DATE: October 25, 2023

RE: Land Exchange Agreement with the District Board of Trustees for Miami Dade College

Recommendation

Staff recommends that the Public Health Trust Board of Trustees ("Board") authorize the Chief Executive Officer or his designee to: 1) negotiate and finalize a Land Exchange Agreement between Miami-Dade County ("County") and the District Board of Trustees for Miami Dade College ("College") to convey approximately 48,000 square feet (.83 acres) of County-owned real property consisting of a portion of Folio No. 01-3135-061-0010 ("County Property") to the College in exchange for the County receiving a conveyance of approximately 48,000 square feet (.83 acres) of College-owned real property consisting of a portion of Folio No. 01-3135-106-0010 ("College Property") and 2) seek authorization from the Miami-Dade County Board of County Commissioners ("Board of County Commissioners") for the County Mayor to execute, pursuant to Section 125.37, Florida Statutes, the Land Exchange Agreement and take any actions required to effectuate the same.

Scope

The Land Exchange Agreement would transfer the parties' interest in the subject properties upon satisfaction of closing conditions set forth in the agreement.

Fiscal Impact

As a condition for the land exchange, College has requested that the Trust undertake, at the Trust's expense, environmental remediation and stormwater drainage improvements on the County Property. The estimated cost of those expenses to the Trust is \$350,000. All other transaction costs would be allocated between the Trust and College in accordance with the final negotiated Land Exchange Agreement.

Track Record/Monitor

Dan Chatlos, Director, Real Estate Services, would track and monitor the Land Exchange Agreement.

Background

The Trust has requested conveyance of the College Property, which consists of vacant, unimproved land immediately south of the College's Medical Campus Parking Garage located at 1000 NW 2 Avenue, Miami, FL to incorporate as part of the Trust's new Emergency Department project. Acquisition of the College Property allows the Trust to incorporate additional nearby surface parking alongside NW 19th Street that is required to support the new Emergency Department.

As consideration for the requested conveyance, the Trust desires to convey the County Property, which is a designated facility of the Trust pursuant to Section 25A-2 of the Miami-Dade County Code and consists of a portion of surface parking Lot 10 located at 1900 NW 8 Avenue, Miami FL. The County Property is located immediately south of the College's Medical Campus and would provide additional surface parking for the College's employees, students, and visitors.

Pursuant to Section 125.37, Florida Statutes, the County is authorized to exchange land not needed for County purposes upon public notice and adoption of a resolution by the Board of County Commissioners authorizing the exchange of properties. Accordingly, staff recommends that the Board authorize the Chief Executive Officer or his designee to negotiate and finalize the Land Exchange Agreement, to seek Board of County Commissioner authorizations, and to take any actions required to effectuate the same.

MASTER EASEMENT AGREEMENT FOR UTILITY INFRASTRUCTURE

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2025 ("Effective Date"), by and among MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida ("County" or "Grantor"), the Public Health Trust of Miami-Dade County, Florida, an agency and instrumentality of the County ("PHT") and THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA, a public educational institution and political subdivision of the State of Florida ("College" or "Grantee"). The County, PHT, and College may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Whereas, the County is the fee simple owner of certain real property described in **Exhibit "A"** attached hereto and made a part hereof ("Overall Property"); and

B. Whereas, immediately prior to the recordation of this Agreement, the County acquired the Overall Property from the College in exchange for the County conveying certain real property to the College ("Transaction"), as governed by an Exchange Agreement dated January 6, 2025 ("Exchange Agreement");

C. Whereas, the Exchange Agreement contemplated that after closing on the Transaction, the College would retain certain easement and access rights over a portion of the Overall Property due to the presence of existing infrastructure which supports the College's campus, and such portion of the Overall Property is more fully described on the attached **Exhibit "B-1" and "B-2"** ("Subject Property")

D. Whereas, the Overall Property is now a part of the campus at Jackson Memorial Hospital, and is operated, governed and maintained by PHT, as a designated facility, as such term is defined in Section 154.08, Florida Statutes, as amended, and Section 25A-2 of the Code of Miami-Dade County, Florida ("Code"); and

E. Whereas, pursuant to Section 25A-4 of the Code, the PHT is not authorized to convey or otherwise encumber the real property that makes up its designated facilities, which powers are vested in the County; and

F. Whereas, the County has agreed to grant to the College easements over the Subject Property (the "Easement Area"), for the sole purpose of operation and maintenance of existing utility infrastructure including drainage pipe structures, exfiltration trenches, and sewer force mains located under and through the Easement Area ("Utility Infrastructure"), and reasonable access rights over the Overall Property to access same, all as may be required by Grantee in connection with its use and operation of the utility infrastructure, upon the terms and conditions set forth herein; and

G. Whereas, per Section 10(A) of the Exchange Agreement, approval and execution of this Easement by the County was a condition precedent to the County's acquisition of the Overall

Property, and such Overall Property is crucial to the planned expansion of the Jackson Memorial Hospital campus and will serve the public interest and welfare; and

H. Whereas, Grantee shall bear any and all costs of maintenance, utilities, replacements, repairs, taxes, insurance, and any and all other costs and expenses involved in its operation and use of the Utility Infrastructure (the “Operating Costs”); and

I. Whereas, pursuant to the Code, the PHT is responsible for the governance, operation, and maintenance of the Subject Property and joins in this Agreement to acknowledge the PHT’s obligations under this Agreement,

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are binding on the Parties and are made a part of this Agreement as if fully set forth herein.

2. Grant of Easement. Consistent with the proposed use of the Utility Infrastructure and subject to the provisions of this Agreement, Grantor hereby grants to Grantee, for the use and benefit of Grantee, its successors and assigns, its agents and employees and any relevant third-party agency, a non-exclusive easement over, across, through and under the Easement Area solely for the use, installation, operation, maintenance, replacement, and repair of the Utility Infrastructure, above and below ground, located on or under the Easement Area. Grantor also grants Grantee a reasonable right of ingress and egress across the Overall Property for purposes of accessing the Easement Area to the extent necessary for Grantee to exercise the rights granted to it in this section. Such ingress and egress across the Overall Property shall require advance written notice to the PHT. Grantee’s use of the Easement Area shall not unreasonably interfere with the PHT’s or the Grantor’s use of the Overall Property.

3. Maintenance. Grantee shall at all times maintain, install, repair, and replace (as necessary) the Utility Infrastructure, or necessary portions thereof, so that same is at all times in good working order and condition and free of material defects, subject only to occasional interruption of service due to (i) ordinary wear and tear and use thereof; (ii) routine or extraordinary maintenance, repair or replacement; or (iii) events beyond Grantee’s reasonable control. Grantee shall have the right to select the contractor(s) of its choice in connection with all aspects of installation, maintenance, repair, and replacement of the Utility Infrastructure. Grantee shall be obligated to restore, at its sole expense, the Easement Area or any areas across the Overall Property disturbed by Grantee’s activities within the Easement Area, including but not limited to pavement, surface areas, curb-gutter, sidewalk, sod, and any vegetative, architectural, or other elements necessary to fully comply with Resolution 504-15 of the Board of County Commissioners as described in this Agreement, to the condition in which it existed immediately prior to the performance of such work at no cost to the County or the PHT. Prior to commencement of any excavation, maintenance, or construction work within the Easement Area, Grantee must provide reasonable advance written notice to the PHT, which notice shall include copies of excavation and/or construction plans where applicable. Grantee shall not, either directly or through a third party, construct or install additional above-

ground improvements, including but not limited to structures and utilities intended to support the existing Utility Infrastructure, in the Easement Area without first obtaining the written consent of the PHT, which may be granted or withheld in PHT's sole discretion, provided that such consent shall not be unreasonably withheld to the extent that such additional above-ground improvements are reasonably necessary to operate or maintain the Utility Infrastructure.

4. Compliance with Resolution 504-15 of the Board of County Commissioners. Grantee shall at all times fully comply with the requirements of Resolution 504-15 of the Board of County Commission, as may be amended from time to time, including but not limited to placement of equipment underground or in less visible locations, review and consideration of the compatibility of any existing or potential development near the Easement Area, and taking necessary measures to conceal or camouflage lines or equipment, such as architectural features or vegetation cover as determined in the reasonable discretion of Grantor.

5. Condition; No Warranty. Grantee accepts the use of the Easement Area in its "as-is/where-is" condition without any representation, warranty or inducement relating to the Easement Area's condition or fitness for any particular purpose. Neither the Grantor nor the PHT shall be obligated to alter any portion of the Easement Area to accommodate the use set forth herein.

6. Access by Grantor or PHT. The Grantor or the PHT shall at all times, have full and unrestricted access to the Easement Area in order to maintain, repair, and replace necessary portions of the surface of the Easement Area. In the event that the Utility Infrastructure are damaged as a result of negligence by the Grantor or the PHT during any such maintenance, repair or replacement, the PHT shall make necessary repairs to the Utility Infrastructure at PHT's sole expense.

7. Encroachments. The PHT agrees to keep the Easement Area accessible, with no structures to be placed within or immediately adjacent to the Easement Area impeding access to the Easement Area. Upon reasonable notice to the PHT, the PHT will remove, at its own expense, any encroachment, or structure which impedes access to the Easement Area.

8. Third Party Agreements. PHT agrees to give reasonable notice to Grantee of any third parties who intend to use or encroach upon the Easement Area.

9. Noise Controls. Grantee shall minimize any noise emanating from the Utility Infrastructure. Grantee shall, at a minimum, comply with hospital industry standards and applicable law with respect to same.

10. Compliance with Applicable Laws. Grantee agrees that it and its subcontractors' use of and activities on the Easement Area shall at all times comply with applicable laws, ordinances, permits, rules, and regulations enacted by any governmental agency having jurisdiction or control over said use and activities.

11. Payment Covenants. Grantee shall be solely responsible for all costs relating to the Utility Infrastructure, including, without but not limited to, the Operating Costs of same.

12. Insurance. Grantee shall require its contractors to, at a minimum, maintain and carry, at all times, insurance naming the Grantor as an additional insured during construction, maintenance, inspection, repair or replacement of the Utility Infrastructure or performing any work within the Easement Area.

13. Term. The term of this Agreement shall be perpetual unless the easement reverts to the County or this Agreement is terminated by the Parties or their successors in interest in a written instrument signed by the Parties and recorded in the Public Records of Miami-Dade County, Florida. This Easement shall not merge with any deed to the Subject Property or any part thereof but shall survive for the term described herein.

14. Recording. This Agreement will be recorded in accordance with the procedures dictated in County Commission Resolution No. 974-09.

15. No Assignment. This Agreement may be assigned, transferred or conveyed, in whole or in part, by either Party with the prior written consent of the other Party, such consent which shall not be unreasonably withheld. This Agreement runs with the land and shall be binding upon and inure to the benefit to, any successors or assigns as permitted herein.

16. Limitations. It is the intention of the Parties that this Agreement shall be limited to and utilized solely for the purposes expressed herein. Grantor retains all rights not specifically conveyed herein and no use or improvements, other than those set forth herein, will be permitted without the express written consent of the Grantor. It is further agreed that this Agreement conveys only the interest of the County and its Board of County Commissioners in the Subject Property, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

17. Immediate Reversion. It is expressly agreed that if and whenever the use of the Easement Area has been discontinued, the interest to the said described Easement shall immediately revert to the Grantor, upon written notice of such reversion to Grantee, and it shall have the right to immediately repossess the same at no cost or expense to Grantor and without compensation to Grantee.

18. Indemnification and Hold Harmless. The Grantee shall indemnify, assume, defend and hold harmless the Grantor and the PHT and their respective commissioners, trustees, officers, employees, medical staff, agents, and servants, from and against any and all liability, claims, actions, liens, demands, expenses, and judgments for loss, damages, or injury to property or persons arising out of or relating to the Grantee's activities within the Easement Area except for liability arising in whole or in part from the negligence or willful acts of the PHT or the County. Nothing contained in this paragraph or elsewhere in this Agreement is intended to be a waiver of limitations on the Grantee's liability to third parties as set forth in Section 768.28, Florida Statutes.

19. Default by Grantee. In the event of a default by Grantee of any obligation herein, including without limitation in the maintenance, operation or repair of the Utility Infrastructure, the PHT or Grantor shall give written notice to Grantee, specifying the nature of such default. Grantee shall have a period of thirty (30) days following receipt of such notice to remedy the

default (or such longer time as may be necessary and reasonable, provided Grantee shall have commenced a cure within said 30-day period and is diligently and continuously prosecuting same); failing which the PHT or Grantor shall have the right to access the Utility Infrastructure, for the limited purpose of making the required repair or maintenance. Notwithstanding the foregoing, if the default is of such a nature that an emergency situation arises constituting an unsafe or unsanitary condition, the period for cure of such default shall be accelerated to be a period of time determined by Grantor or the PHT in their sole discretion, but which is reasonable in light of the nature of the emergency. All costs incident to curing a default by Grantee under this subsection shall be the sole responsibility and obligation of and, accordingly, shall be borne by, the Grantee.

20. Default by the PHT. In the event of a default by PHT of any obligation in this Agreement, including without limitation in the repair of the Utility Infrastructure, Grantee shall give written notice to the PHT specifying the nature of such default. The PHT shall have a period of thirty (30) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided the PHT shall have commenced a cure within said 30-day period and is diligently and continuously prosecuting same); failing which Grantee shall have the right to make the required repair of the Utility Infrastructure. All costs incident to repair of the Utility Infrastructure shall be borne by the PHT.

21. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Easement.

22. Choice of Law and Venue. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions. The Parties forever stipulate that exclusive venue for litigation arising out of or relating to the subject matter of this Agreement shall be within Miami-Dade County, Florida.

23. Amendments. This Agreement may only be amended or modified by written instrument lawfully executed by the Parties and recorded in the Public Records of Miami-Dade County, Florida.

24. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting hereof, or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single version of this Agreement.

26. Notices. All notices, demands, requests or other communications required or permitted to be given hereunder must be given in writing and may be delivered by (i) hand delivery, with a receipt issued by the party making such delivery; (ii) certified mail, return receipt requested, or (iii) a nationally recognized overnight delivery service which provides delivery confirmation.

Notice will be deemed to have been given upon actual receipt or refusal to receive same by one of the foregoing methods. Notices shall be sent as follows:

To the County and the PHT:

Public Health Trust of Miami-Dade County, Florida
1611 NW 12th Avenue
Miami, Florida 33136
Attention: Real Estate Services

To the College:

The District Board of Trustees of Miami Dade College, Florida
c/o Maryam Laguna Borrego, Ed.D
Senior Vice President, Chief Operating Officer, and Chief of Staff
300 N.E. 2nd Avenue
Miami, Florida 33132

With a Copy to

Miami Dade College
Attn: Javier A. Ley-Soto, Esq.
General Counsel
300 N.E. 2nd Avenue, Room 1453
Miami, Florida 33132

27. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the specific subject matter hereof and supersedes all prior negotiations, agreements, understandings and arrangements, both oral and written, between the Parties with respect to such specific subject matter.

28. Severability. If any clause or provision of this Agreement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Agreement shall not be affected thereby and shall be legal, valid and enforceable.

29. Nonexclusive. The grant of this easement is nonexclusive and all rights which are not specifically conveyed herein are retained by the Grantor.

30. Sovereign Rights. Notwithstanding any other provision herein, Grantor and College retain their sovereign status hereunder and further retains all sovereign prerogatives and rights, and shall not be estopped from withholding or refusing to issue any approvals of and applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the improvements provided for herein.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the duly authorized representatives of the County, the PHT and the College have executed this Agreement on the dates set forth below.

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT AND
COMPTROLLER

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

BY: _____
Clerk of the Board

BY: _____
County Mayor

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

Date: _____

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida on the ____ day of _____, 2025.

WITNESSES:

PUBLIC HEALTH TRUST OF MIAMI-DADE
COUNTY, FLORIDA, an agency and instrumentality
of Miami-Dade County

Signature: _____

Print Name: _____

Address: _____

BY: _____

Carlos A. Migoya
Chief Executive Officer

Signature: _____

Print Name: _____

Address: _____

Date: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledge before me by means of ☐ physical presence or ☐ online notarization on _____ by Carlos A. Migoya, as Chief Executive Officer of the Public Health Trust of Miami-Dade County, Florida, an agency and instrumentality of Miami-Dade County, on behalf of the Trust. He is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public, State of Florida

GRANTEE:

WITNESSES:

**THE DISTRICT BOARD OF TRUSTEES OF
MIAMI DADE COLLEGE, FLORIDA**

Signature:_____

Print Name:_____

Address: _____

Signature:_____

Print Name:_____

Address:_____

By: _____

Name: Malou C. Harrison, Ph.D.

Title: Executive Vice President and Provost

Date: _____

Approved as to form and for legal sufficiency:

Javier A. Ley-Soto, Esq.
General Counsel

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by Malou C. Harrison, Ph.D., as Executive Vice President and Provost of **The District Board of Trustees of Miami Dade College, Florida, also known as Miami Dade College**, a public educational institution and Political Subdivision of the State of Florida. She is personally known to me or has produced State of _____ [include state of driver's license] driver's license as identification ☐.

(Sign Name)

(Type or Print Name)

My Commission Expires:

Notary Public, State of _____

Serial No. (none, if blank): _____

[AFFIX NOTARIAL SEAL]

EXHIBIT "A"
OVERALL PROPERTY

A portion of Tract "A" MIAMI DADE COLLEGE MED PARKING according to the plat thereof as recorded in Plat Book 175 Page 74 of the Public Records of Dade County, Florida, being more particularly described as follows:

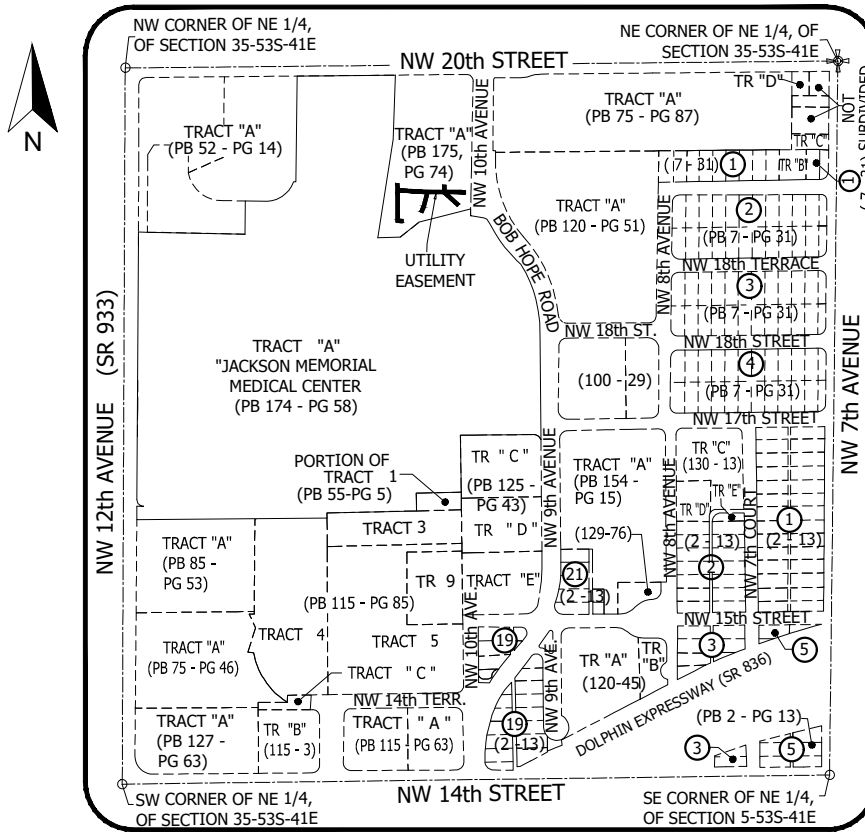
Commence at the Southeasterly corner of the North half of the Northwest quarter of the Northeast quarter of Section 35, Township 53 South, Range 41 East, Dade County, Florida; thence run South 89°09'49" West along the South line of the North half of the Northwest quarter of the Northeast quarter of said Section 35 for a distance of 236.87 feet to the Southeast corner of Parcel "A", (PB 52, PG 14) as shown on sheet 2 of PB 175, PG 74 of the Public Records of Dade County, Florida; thence run North 00°12'49" East along the East line of said Parcel "A" (PB 52, PG 14) for 80.47 feet to a point on the south line of Tract "A" (PB 175, PG 74) and the **Point of Beginning** of the parcel of land hereinafter described; thence South 64°00'40" West along the southerly line of said Tract "A" for distance of 132.83 feet; thence run South 89°09'49" West along the southerly line of Tract "A" (PB 175, PG 74) for a distance of 57.32 feet to a point; thence run North 07°21'14" East along the westerly line of Tract "A" of the aforementioned plat for a distance of 125.82 feet; thence run North 50°25'06" East for a distance of 28.94 feet; thence run North 85°26'42" East for a distance of 52.38 feet; thence run North 42°16'53" East for a distance of 29.03 feet; thence run North 01°41'27" East for a distance of 35.53 feet to a point online with a line 10 feet offset and parallel with the south facade of Miami Dade College Parking; thence run South 89°47'00" East along the said 10 feet offset line for 277.37 feet to a point on the westerly right of way line of NW 10th Ave as shown in the aforementioned Plat Book 175, Page 74 of the public records of Dade-County, Florida; thence Southerly along the arc of a curve to the right having a radius of 1500.00 feet through a central angle of 03°06'09" for an arc distance of 81.23 feet and chord of bearing South 02°56'49" West to the Southeast corner of Tract "A" (PB 175, PG 74); thence run South 73°40'35" West along the Southerly line of said Tract "A" for a distance of 216.57 feet to the **Point of Beginning**.

EXHIBIT "B-1" AND "B-2"
SUBJECT PROPERTY



CITY OF MIAMI, MIAMI-DADE COUNTY
SEC. 35, TWP 53S, RGE 41E
PARCEL ID: 01-3135-104-0010

EXHIBIT "A" STORM DRAINAGE SYSTEM EASEMENT



CITY OF MIAMI, MIAMI-DADE COUNTY
SEC. 35, TWP 53S, RGE 41E
PARCEL ID: 01-3135-104-0010

EXHIBIT "A"
STORM DRAINAGE SYSTEM EASEMENT

LEGAL DESCRIPTION

A strip of land 12 feet in width, located in Tract "A" of "Miami Dade College Med Parking", according to the Plat thereof as recorded in Plat Book 175, at Page 74, of the Public Records of Miami-Dade County, Florida, lying 6 feet to either side and parallel with the centerline of an existing Storm Drainage System, located by a field survey performed by FR Aleman and depicted in the attached sketch; to be use as exclusive Easement for the benefit of Miami Dade County being more particularly described as follows:

Commence at the SE corner NW 1/2, NW 1/4, NE 1/4 of Section 35-53-41 (calculated/not found); thence N01°12'16"W for a distance of 204.35 feet, thence S88°48'34"W for a distance of 34.82 feet, to the **Point of Beginning**; thence N01°11'26"W for a distance of 6 feet, thence S88°48'34"W for a distance of 102.53 feet, thence N01°57'52"W for a distance of 18.69 feet, thence S88°59'00"W for a distance of 12 feet, thence S01°57'52"E for a distance of 18.73 feet, thence S88°48'34"W for a distance of 112.89 feet, thence S88°05'26"W for a distance of 89.60 feet, thence N01°56'21"W for a distance of 19.60 feet, thence S88°03'39"W for a distance of 12 feet, thence S01°56'21"W for a distance of 145.10 feet, thence S86°14'20"E for a distance of 25.54 feet, thence N03°45'40"E for a distance of 12 feet, thence N86°14'20"W for a distance of 14.68 feet, thence N01°56'21"W for a distance of 102.61 feet, thence S88°05'26"E for a distance of 89.11 feet, thence N88°48'34"E for a distance of 49.76 feet, thence S13°13'43"W for a distance of 49.07 feet, thence S22°05'23"W for a distance of 21.93 feet, thence S67°54'37"E for a distance of 12 feet, thence N22°05'23"E for a distance of 22.86 feet, thence N13°13'43"E for a distance of 53.08 feet, thence N88°48'34"E for a distance of 54.83 feet, thence S49°01'03"W for a distance of 70.13 feet, thence N40°58'57"E for a distance of 12 feet, thence N49°01'03"W for a distance of 56.88 feet, thence N88°48'34"E for a distance of 92.89 feet, thence N01°11'26"W for a distance of 6 feet, to the **Point of Beginning**.

Containing 7,589 square feet more or less, lying and being in City of Miami, Miami-Dade County, Florida.

MDC197

This Sketch & Legal Description is not full and complete without all sheets.

FR ALEMAN
FR Aleman & Associates, Inc.
10305 NW 41 Street, Suite 200, Miami, FL 33178
Phone: 305.591.8777 Fax: 305.599.8749 LB: 6785

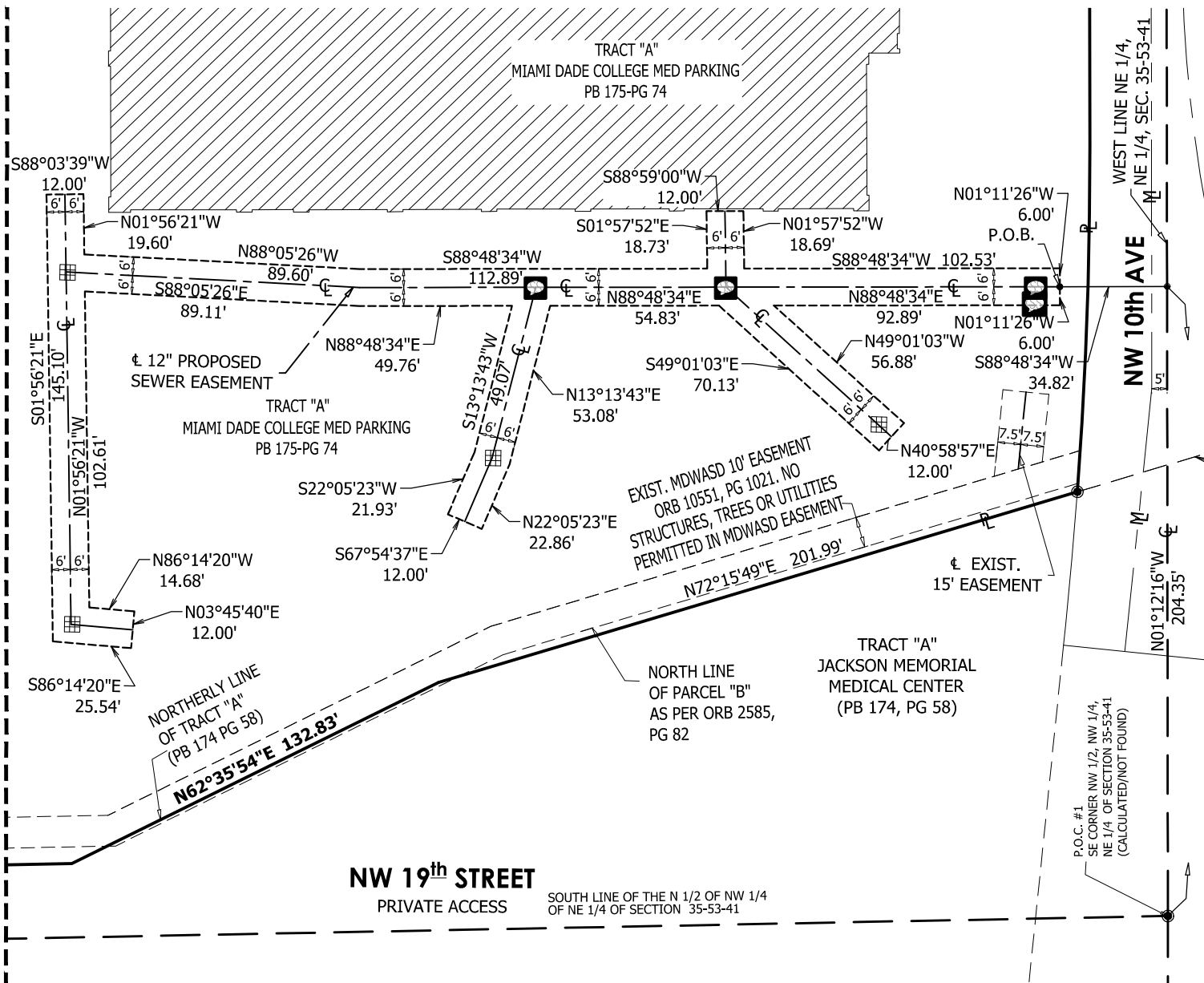
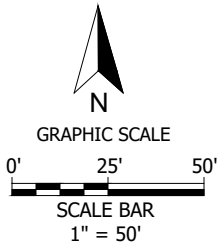
**MIAMI DADE COLLEGE
MED PARKING
STORM DRAINAGE
SYSTEM EASEMENT**

DRAWN BY: LB	ATTACHMENT D
CHECKED BY:	
DATE: 04-08-2025 REVISED:	
SCALE: N/A	
JOB No.: 3361WO13	

SHEET
2
OF **3** SHEETS

CITY OF MIAMI, MIAMI-DADE COUNTY
SEC. 35, TWP 53S, RGE 41E
PARCEL ID: 01-3135-104-0010

EXHIBIT "A"
STORM DRAINAGE SYSTEM EASEMENT
SKETCH TO ACCOMPANY A LEGAL DESCRIPTION



MDC198

This Sketch & Legal Description is not full and complete without all sheets.

FRALEMAN

FR Aleman & Associates, Inc.
10305 NW 41 Street, Suite 200, Miami, FL 33178
Phone: 305.591.8777 Fax: 305.599.8749 LB: 6785

**MIAMI DADE COLLEGE
MED PARKING
STORM DRAINAGE
SYSTEM EASEMENT**

DRAWN BY: LB

CHECKED BY:

DATE: 04-08-2025

REVISED:

SCALE: N/A

JOB No.: 3361WO13

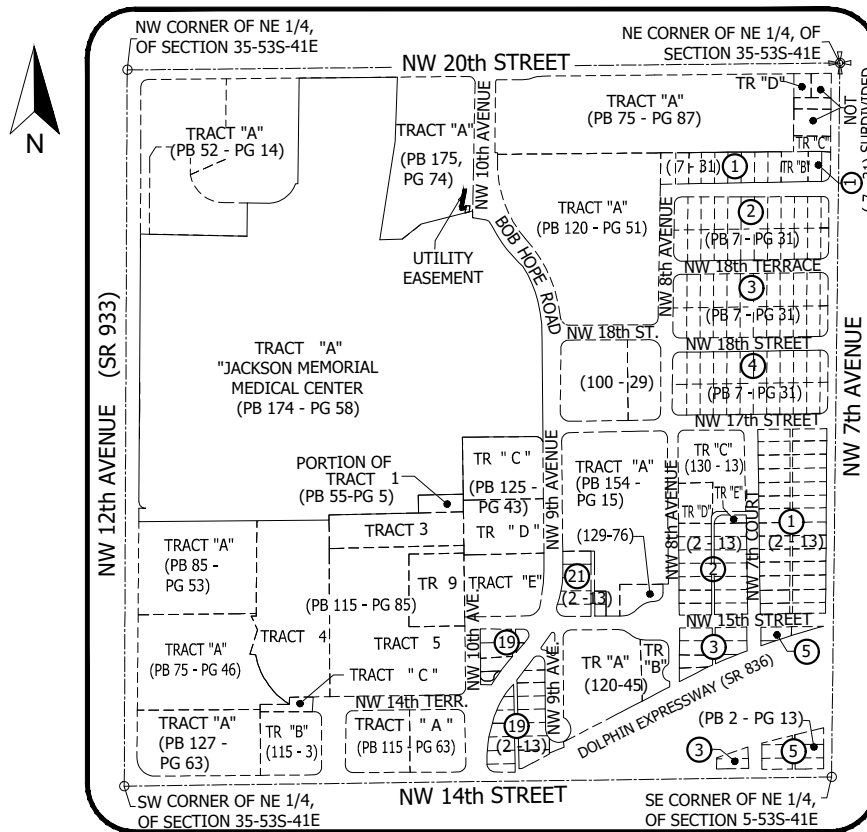
SHEET

3

ATTACHMENT D

OF 3 SHEETS

EXHIBIT "A"
UTILITY EASEMENT



LOCATION SKETCH
Not to Scale

SURVEYOR'S NOTES

1. This is not a Boundary Survey.
2. Not valid without the signature and the original raised seal of a Florida Licensed Professional Surveyor and Mapper.
3. Bearings are referenced to the west line of the NE 1/4 of Section 35, Township 53 South, Range 41 East, also being the centerline of NW 12th Avenue (SR 933) with an assumed bearing of N01°25'17"W, said line to be considered a well-monumented line.
4. All dimensions as shown are based in US survey foot.

LEGEND & ABBREVIATIONS

CL= Centerline
EASMT= Easement
FM= Force Main
FPL= Florida Power & Light

M= Monument line
ORB= Official Records Book
PB= Plat Book
PG= Page

POB= Point of Beginning
POC= Point of Commencement
RW= Right of Way
SEC= Section

SR= State Road
TWP= Township
RGE= Range
UE= Utility Easement

SURVEYOR'S CERTIFICATE

I hereby certify that the sketch and legal description of the hereon described property is true and correct to the best of my knowledge and belief as delineated under my direction on January 25, 2021.

I further certify that this sketch and legal description meets the Standards of Practice as set forth by the Florida Board of Surveyors and Mappers pursuant to Rule Chapter 5J-17 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

Not valid without the signature and the original raised seal of a licensed Florida Surveyor and Mapper.

April 08, 2025

SFAI

FRA LEMAN

FR Aleman & Associates, Inc.
10305 NW 41 Street, Suite 200, Miami, FL 33178
Phone: 305.591.8777 Fax: 305.599.8749 LB: 6785

MDC199

99 **MIAMI DADE
COLLEGE MED
PARKING
UTILITY EASEMENT**

GASPAR LOBAINA, PLS
PROFESSIONAL LAND SURVEYOR
NO. 2873, STATE OF FLORIDA

DRAWN BY: J.B.

SHEET

CHECKED BY:

DATE: 04-08-2025

DATE: 04-
REVISED:

STATEMENT

JOB No.: 3361WO13 OF 3 SHEETS

1

OF **3** SHEETS

ATTACHMENT D

CITY OF MIAMI, MIAMI-DADE COUNTY
SEC. 35, TWP 53S, RGE 41E
PARCEL ID: 01-3135-104-0010

EXHIBIT "A"
UTILITY EASEMENT

LEGAL DESCRIPTION

A strip of land 12 feet in width, located in Tract "A" of "Miami Dade College Med Parking", according to the Plat thereof as recorded in Plat Book 175, at Page 74, of the Public Records of Miami-Dade County, Florida, lying 6 feet to either side and parallel with the centerline of an existing water line, located by a field survey performed by FR Aleman and depicted in the attached sketch; to be use as exclusive Easement for the benefit of MD-WASD, being more particularly described as follows:

Commence at the SE corner NW 1/2, NW 1/4, NE 1/4 of Section 35-53-41 (calculated/not found); thence N01°12'16"W for a distance of 151.18 feet, thence S88°47'44"W for a distance of 28.26 feet, thence S72°16'34"W for a distance of 29.14 feet of existing MD-WASD 10 feet EASEMENT ORB.10551, PG 1021, thence N04°38'52"E for a distance of 19.44 feet to the **Point of Beginning** of said centerline; thence S78°13'38"W for a distance of 15.07 feet: thence N08°16'53"W for a distance of 7.50 feet, thence N09°23'49"E for a distance of 52.90 feet to the **Point of Termination**.

Containing 906 square feet more or less, lying and being in City of Miami, Miami-Dade County, Florida.

MDC200

This Sketch & Legal Description is not full and complete without all sheets.

FR ALEMAN
FR Aleman & Associates, Inc.
10305 NW 41 Street, Suite 200, Miami, FL 33178
Phone: 305.591.8777 Fax: 305.599.8749 LB: 6785

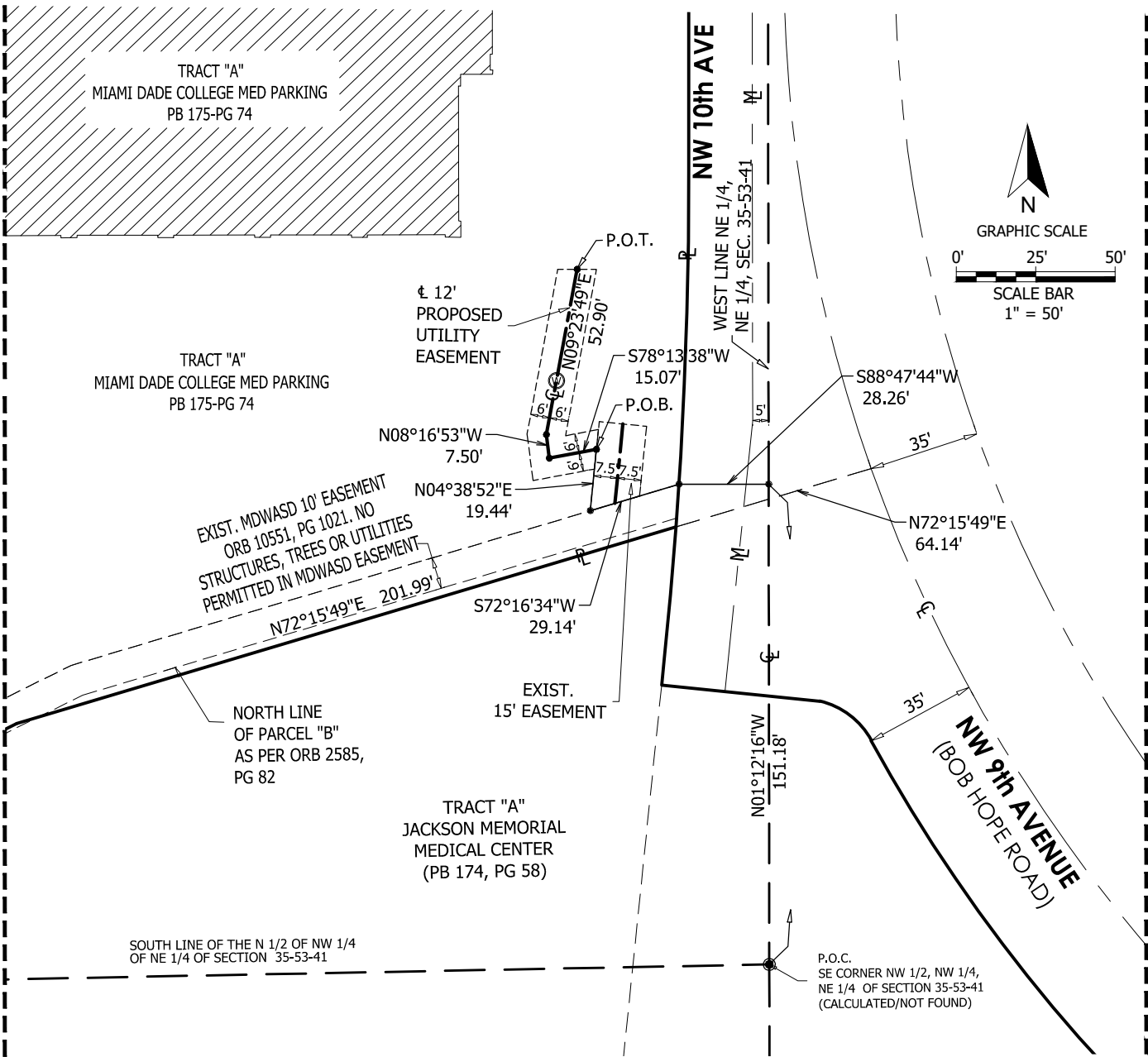
MIAMI DADE
COLLEGE MED
PARKING
UTILITY EASEMENT

DRAWN BY: EO	ATTACHMENT D
CHECKED BY: LRT	
DATE: 12-03-2019 REVISED: 01-25-2021	
SCALE: N/A	
JOB No.: 2766WO10	

SHEET
2
OF 3 SHEETS

CITY OF MIAMI, MIAMI-DADE COUNTY
SEC. 35, TWP 53S, RGE 41E
PARCEL ID: 01-3135-104-0010

EXHIBIT "A"
UTILITY EASEMENT
SKETCH TO ACCOMPANY A LEGAL DESCRIPTION



MDC201

This Sketch & Legal Description is not full and complete without all sheets.

FR ALEMAN
FR Aleman & Associates, Inc.
10305 NW 41 Street, Suite 200, Miami, FL 33178
Phone: 305.591.8777 Fax: 305.599.8749 LB: 6785

**MIAMI DADE
COLLEGE MED
PARKING
UTILITY EASEMENT**

DRAWN BY: LB	ATTACHMENT D
CHECKED BY:	
DATE: 04-08-2025 REVISED:	
SCALE: N/A	
JOB No.: 3361WO13	

SHEET
3
OF 3 SHEETS