

MEMORANDUM

Amended
Agenda Item No. 14(A)(2)

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

DATE: June 26, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.37, Florida Statutes, the terms and conditions of an Exchange Agreement ("Agreement") between the County and Unicapital Medley QOZB LLC ("Developer"), for: (1) conveyance of County-owned property located at 7401 NW 74 Street, Medley, Florida ("County property"), which is improved with an animal shelter facility, in exchange for three parcels of land, one of which is improved with a former veterinarian clinic, located at 29500 Harriet Tubman Highway ("replacement parcel"), (2) the development of a new animal shelter facility on the replacement parcel for \$14,050,000.00, using \$3,000,000.00 County funds, (3) relocation and improvement of an animal services trailer, located at the South Dade Government Center, using \$200,000.00 of County funds, and (4) construction on County property of residential housing with a minimum of 100 affordable housing units; approving waiver of: (a) competitive bidding procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b) of the County Code for selection of developer to develop, design and construct the new animal services facility on replacement property by two-thirds vote of Board members present, (b) art in public places requirements, (c) a certain provision of Implementing Order 8-4 and (d) Resolution No. R-138-16 requiring deposit of 25 percent of sales proceeds from sale of County-owned property into the Affordable Housing Trust Fund; authorizing the County Mayor to finalize and execute the agreement and to accept the conveyance of the deed for the replacement parcel, take all actions necessary to exercise all rights conferred in the agreement, and take all actions necessary to effectuate same; and authorizing the Chairperson or Vice-Chairperson of the Board to execute County Deed

Resolution No. R-581-25

The accompanying resolution was prepared by the People and Internal Operations Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.


Geri Bonzon-Keenan
County Attorney

GBK/ks

Date: June 26, 2025

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

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving an Exchange Agreement between Miami-Dade County and Unicapital Medley QOZB LLC, for the Conveyance of County-Owned Property to be used in part for Affordable Housing in Exchange for Privately-Owned Property for the Development of a County Animal Shelter Facility and Waiving Competitive Bidding Procedures for Development of Animal Shelter Facility

Executive Summary

This item approves the Exchange Agreement ("Agreement"), between Miami-Dade County ("County"), and Unicapital Medley QOZB LLC ("Developer"), in accordance with Section 125.37, Florida Statutes, for the exchange of a County-owned property, located at 7401 NW 74 Street, Medley, Florida 33166, Folio Number: 22-3011-002-0700 (which property is utilized by the Animal Services Department as an animal shelter), for 3 parcels of privately-owned land, having the following Folio Numbers: 30-7905-000-0221, 30-7905-000-0291, and 30-7905-006-0010 (address: 29500 Harriet Tubman Highway, Miami, Florida). On the County-owned property, after its conveyance to the Developer, the Developer proposes to construct multi-family residential housing, consisting of a minimum of 100 income-restricted apartments for households earning up to 120% of the area median income, among other potential units and uses.

This item also awards a bid waiver contract to the Developer for the Developer to design and construct on the privately-owned parcels, an approximately 25,000 net square foot, new animal shelter facility for the County and to also relocate and renovate an existing Animal Services Department (ASD) trailer for the County, which is currently located at the South Dade Government Center. The Developer is a for-profit limited liability company, whose principals are Ivan and Ania Herrera. The Developer is affiliated with Unicapital Asset Management Group LLC, a family operated entity that has a substantial background and portfolio in commercial real estate assets, including multifamily residential projects. The Developer's investment here to construct affordable housing will be buttressed by its effort to achieve an income tax benefit by taking advantage of the County-owned property being located in a Qualified Opportunity Zone ("Opportunity Zone"). The aim of an Opportunity Zone is to invite or otherwise encourage economic investment in areas/communities that have recently seen little to no private investment.

Recommendation

It is recommended that the Board of County Commissioners ("Board") approve the terms of, and authorize the execution of, the Agreement between the County and the Developer, authorizing the conveyance of approximately 4.29 acres of County-owned property located at 7401 NW 74 Street, Medley, Florida 33166 ("County Parcel") in exchange for 3 privately-owned parcels consisting of approximately 5.24 acres and located at 29500 Harriet Tubman Highway, Miami, Florida ("Replacement Parcel") pursuant to section 125.37, Florida Statutes. It is further recommended that this Board waive competitive bidding procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b)(1) of the Miami-Dade County Code (Code) by a two-thirds vote of the Board members present, to contract with Developer to have it act as the developer for the design and construction of a 25,648 square foot (with a grossing factor in the range of 15-25%) animal shelter facility for the County on the Replacement Parcel. More specifically, the resolution does the following:

- Approves the Agreement in substantially the form attached to the accompanying resolution; and

- Authorizes the County to accept fee simple interest in the Replacement Parcel with the following Folio Numbers: 30-7905-000-0221, 30-7905-000-0291, and 30-7905-006-0010 (address: 29500 Harriet Tubman Highway, Miami, Florida); and
- Approves a waiver of competitive bidding pursuant to Section 2-8.1(b) of the Code and Section 5.03(D) of the Home Rule Charter to authorize the Developer to act as the developer to oversee the design and construction for the County of an animal shelter facility, on the Replacement Parcel, after the conveyance to the County with the Developer competitively selecting the architect and construction contractor in accordance with sections 287.055 and 255.20, Florida Statutes, which construction is budgeted at \$14,050,000.00, including furniture, fixtures, and equipment; and
- Approves the waiver of County Resolution No. R-138-16, requiring the deposit of 25 percent of the sale proceeds of a County property into the County's Affordable Housing Trust Fund; and
- Approves a waiver, in accordance with Section 2-11.15(2)(c) of the County Code, of the application of a one and one-half percent (1.5%) of the costs of construction for acquisition of art pursuant to the Art in Public Places Program, as this project is not appropriate for the additional expenditure requirement for the new animal shelter facility; and
- Authorizes the conveyance of the County-owned property to the Developer, and requiring the construction of residential housing thereon, including 100 apartments set aside for households earning up to 120% of the area median income, which is represented in the attached Income Limit Sheet; and
- Approves the Post-Closing Occupancy Agreement in substantially the form attached to the Agreement; and
- Authorizes the County Mayor or Mayor's designee to execute the Agreement, and to undertake any and all delegated rights to the County Mayor or County Mayor's designee, as specifically described in the Agreement.

The Agreement shall be effective upon execution by the Developer and the County, which shall not occur until approval by the Board, and the expiration of the County Mayor's 10-day veto period.

Scope

The County-owned property is located in County Commission District 12, which is represented by Commissioner Juan Carlos Bermudez, and the privately-owned parcels are located in County Commission District 8, which is represented by Commissioner Danielle Cohen Higgins. In accordance with Resolution No. R-380-17, written notice of the Agreement was provided to both District County Commissioners.

Fiscal Impact/Funding Source

The Replacement Parcel is comprised of 3 parcels that have a combined value of \$6,950,000.00, and the County's property has a value of \$18,000,000.00, resulting in a \$11,050,000.00 difference in value. The development, design and construction of the new animal services facility, in combination with the relocation of the ASD trailer, has a budget of \$14,250,000.00, comprised of: (a) the \$11,050,000.00 from the Developer (representing the difference in value between the exchanged properties), and (b) \$3,200,000.00 from the County. The County's contribution of \$3,200,000.00 will be allocated as follows: (1) \$2,500,000.00 will be allocated toward the cost of furniture, fixtures, and equipment ("FF&E") and other items as selected by the County; (2) \$500,000.00 will be allocated for the cost of construction of the new animal shelter facility; and (3) \$200,000.00 will be allocated to the relocation of the ASD trailer,

explained further below. The closing costs are estimated at \$33,000.00, plus an estimated \$38,000.00 expense for a Phase 2 environmental study on the Replacement Parcel. The funding source for relocation of the trailer is the financial contribution made by a different developer, which is redeveloping a portion of the South Dade Government Center ("SDGC"). The funding source for the balance will come from future financing based on the County's bonding capacity.

Track Record/Monitor

The County has no record of negative performance issues with the Developer. PIOD's Special Real Estate and Real Estate Development Special Advisor, Raquel M. Matas, or her designee, will be responsible for the administration of the Agreement.

As required by Section 2-8.6.5 and Section 2-8.1(d) of the County's Code, the following is the ownership structure of the Developer:

Unicapital Medley QOZB, LLC

Ivan Herrera, MBR
Ania Herrera, MBR
NW 74 ST TOC Development Partners, LLC

NW 74 ST TOC Development Partners, LLC

OBI 74 Street Investment, LLC
GLC Development Ventures, LLC
Jose Gonzalez
Maria Leviano Cruz
Alex Lastra
Barbara Ferrer

OBI 74 Street Investment, LLC

Alex Lastra

GLC Development Ventures, LLC

Maria L. Cruz
Jose Gonzalez

Delegated Authority

This item authorizes the County Mayor or County Mayor's designee to: (a) finalize any outstanding terms of the Agreement and its exhibits, including but not limited to revisions to the exhibits setting forth legal descriptions and surveys and finalizing insurance requirements, as well as any other required revisions to the Agreement and its exhibits, pursuant to certain parameters set forth in the resolution; (b) correct any and all mistakes, scrivener's errors and inconsistencies in the Agreement; and (c) execute the Agreement and exercise all other rights conferred therein.

Background

Initially, an entity by the name of NW 74 ST TOC Development Partners, LLC approached the County with an IO 8-4 application to redevelop the same County-owned property, utilized by the ASD, for the creation of affordable housing, a trolley stop, and a parking garage which would have offices and shelter space for them, located on the top 2 floors of the garage. The NW 74 ST TOC Development Partners, LLC entity included Jose Gonzalez, Maria Leviano Cruz, OBI 74 Street Investment, LLC, and Alex Lastra, as Registered Agent. OBI 74 Street Investment, LLC, is managed/operated by Alex Lastra.

After the initial proposal was deemed insufficient or otherwise unworkable, the parties embarked on an exhaustive search for a suitable property that could properly house the Medley operations of the ASD. Initially, that search was focused on the northern part of the County, including Medley, Opa Locka,

Miami Springs, and the Civic Center area. Afterwards, the search became focused on the southern part of the County, south of Kendall, and north of Homestead, so that the Animal Services Department could have a suitable presence, with an animal shelter, in the southern part of the County. In total, the County considered in excess of 50 different properties, including mostly privately-owned warehouses and other structures.

Ultimately, the County identified the Replacement Parcel, consisting of 3 privately-owned parcels, which were initially for sale at the combined purchase price of \$6,950,000.00. All 3 parcels, which are adjacent to one another, are owned by DCG Investments, Inc, having a business address of 14950 S.W. 168 Street, Miami, Florida 33187. DCG Investments, Inc. is managed/operated by Diasmel Carvajal and Meying Pernut.

In the interest of time, and to ensure that the Developer would be able to make its investment in a timely manner to qualify for the Opportunity Zone, the Developer chose to purchase the 3 parcels from DCG Investments, Inc., with the goal of exchanging them for the County Parcel. Currently, the Developer is under contract to purchase the 3 parcels ("Replacement Parcel") for the amount of \$6,950,000.00, and the expected date to purchase the Replacement Parcel by the Developer is on or about July 8, 2025.

In light of the fact that the Replacement Parcel has a combined value of \$6,950,000.00, and the County Parcel has a value of \$18,000,000.00, resulting in a difference of \$11,050,000.00, the Developer agreed to construct a new animal shelter facility for the County on the Replacement Parcel, which the Developer estimates will cost \$11,550,000.00, including the County's contribution of \$500,000.00 toward the construction cost (excluding \$2,500,000.00 for the cost of furniture, fixtures and equipment, to be purchase at the County's discretion, as needed in the new facility). It is in the best interest of the County to have the Developer act as the developer to design and construct the new animal shelter facility because the existing facility is in need of substantial improvements and the timing involved to design and construct a new facility is limited, accordingly, a bid waiver is recommended.

The Replacement Parcel will be conveyed to the County once the Developer has obtained title to the Replacement Parcel and obtained the entitlements and approvals from the County as set forth in the Agreement, prior to the construction and completion of the new animal shelter facility. The Agreement grants the Developer a non-exclusive and temporary construction access easement to enter onto the Replacement Parcel as necessary to construct and achieve final completion of the new animal shelter facility after the conveyance of the Replacement Parcel to the County.

Upon substantial completion of the new animal shelter facility to the County, the County will then convey its County-owned property to the Developer, who will be required to construct residential housing on the property, consisting of a minimum of 100 apartments that will be set-aside for households earning at or below 120% of the area median income. The Agreement also provides that, in the alternative, in the event the Developer fails to achieve substantial completion by September 1, 2027—a date by which the Developer needs to close on the County-owned parcel to take advantage of tax-benefits relating to the parcel's location in an Opportunity Zone—the County will convey the County-owned parcel to the Developer, provided the Developer has completed 75% of the construction of the new animal shelter facility, and the County continues to occupy the County-owned parcel until there is substantial completion of the new animal shelter facility, all as set forth further in the Agreement.

Separately, the County currently leases a trailer, in a parking lot at the SDGC, utilized by the ASD, for the spay and neutering of cats. When the new animal shelter facility is constructed, the spay and neutering services will be relocated to the new animal shelter facility, along with the ASD Medley operations. In the meantime, the trailer will be disassembled and relocated to a different parking lot area on the SDGC property, in order to allow for a different development project to occur on the same parking lot of the SDGC where the trailer is currently located (County Resolution No. R-841-24). In order to expedite the relocation of the trailer, the Developer has agreed to utilize its consultants and

vendors to physically disassemble, relocate, reassemble, and then make any necessary improvements, including adding new flooring and repairing the roof of the trailer. The total estimated cost to disassemble, relocate, reassemble, and then improve the trailer is estimated at \$200,000.00, including, but not limited to, submitting the requisite plans and securing the required permitting. The resolution authorizes the County to utilize the \$200,000.00 funding provided by the developer for the project at the SDGC to be applied towards the cost of relocating the trailer.

Attachment

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

Carladenise Edwards
Chief Administrative Officer

Attachment 1

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (“**Agreement**”) is entered into and made effective this ____ day of _____, 2025, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, having its principal office and place of business at 111 N.W. 1st Street, Suite 2460, Miami, Florida, 33128 (“**County**”) and **UNICAPITAL MEDLEY QOZB LLC**, a Florida limited liability company, having its principal office and place of business at 850 N.W. 42 Avenue, Suite 310, Miami, Florida 33126 (“**Developer**”). Capitalized terms used in this Agreement and not otherwise defined are defined in Section 2. The County and the Developer may be collectively referenced as the “**Parties**” and may be individually referenced as a “**Party**.”

RECITALS

WHEREAS, the County owns the real property, consisting of approximately 187,079 square feet, located at 7401 N.W. 74 Street, Miami, Florida 33166, having Folio Number: 22-3011-002-0700 (“**County Parcel**,” as such term is further described below and legally described on **Exhibit “A”**), which the County, by and through the Miami-Dade County Animal Services Department (“**ASD**”), maintains an approximately 34,414 square foot animal shelter, by which ASD operates as an animal services facility; and

WHEREAS, the Developer desires to acquire the County Parcel for the purpose of developing residential multi-family housing on the County Parcel subject to certain restrictions as set forth below ; and

WHEREAS, Developer is under contract to acquire three (3) separate parcels of land, one (1) of which is improved with a former veterinarian clinic, and such parcels, together, consisting of approximately 228,350 square feet, having the following Folio Numbers and address: 30-7905-000-0291; 30-7905-000-0221; 30-7905-006-0010, address: 29500 Old Dixie Highway, Miami, Florida 33033 (“**Replacement Parcel**,” as such term is further described below and legally described on **Exhibit “B”**); and

WHEREAS, the Developer has applied to the County for an exchange of the County Parcel for the Replacement Parcel, and has offered to develop and construct the New County Facilities (as hereinafter defined) on the Replacement Parcel in accordance with the terms of this Agreement; and

WHEREAS, once constructed, the New County Facilities will house the ASD Operations (as hereinafter defined); and

WHEREAS, the County will no longer need the County Parcel for any County purpose once the New County Facilities are constructed and the County acquires the Replacement Parcel from the Developer, and then relocates the Medley ASD Operations from the County Facility to the New County Facilities so that ASD has fully operational facilities on the Replacement Parcel; and

WHEREAS, pursuant to Section 125.37, Florida Statutes, the County desires to have the Developer convey the Replacement Parcel to County and have the Developer improve the Replacement Parcel with the New County Facilities in accordance with this Agreement and, in

exchange, to thereafter convey the County Parcel to the Developer, subject to the terms and conditions of this Agreement; and

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.

“**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.

“**Approved Project Budget**” shall have the meaning set forth in Section 5.5 of the Rider.

“**Approval Submittals**” shall have the meaning set forth in Section 16(A).

“**Approved Change Order**” means a Developer Change Order, Governmental Change Order, or County Change Order approved and implemented in accordance with Section 6.5 of the Rider.

“**ASD**” shall have the meaning set forth in the Recitals.

“**ASD Operations**” shall have the meaning set forth in Section 4.

“**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 a holiday that is observed by 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.

“**Closing**” means individually or collectively, as the context may require, the County Parcel Closing and the Replacement Parcel Closing.

“**Closing Agent**” shall mean National Title and Abstract Company, or any other agent designated by County that is reasonably acceptable to Developer to act as title agent on behalf of

a nationally recognized title insurance company to issue title insurance to the County for the Replacement Parcel.

“Closing Date” means individually or collectively, as the context may require, the County Parcel Closing Date and the Replacement Parcel Closing Date.

“Commencement of Construction” and **“Commence(d) Construction”** means the later of (a) if required under Florida Statutes Chapter 713 Part 1, the filing of the notice of commencement under Florida Statutes, Section 713.13 and (b) the visible start of development or construction work on the New County Facilities, including on-site utility, excavation or soil stabilization work (but specifically excluding any necessary testing, environmental remediation or ceremonial groundbreaking). In order to meet the definition of “Commencement of Construction” the visible start of such work must occur after Developer has secured the necessary Permits to commence the work for the horizontal improvements, and issued the notice to proceed to its prime contractor for the horizontal improvements.

“Commencement of Construction Deadline” means the earlier of: (a) sixty (60) days after the Replacement Parcel Closing, and (b) December 31, 2026, as such date may be extended for Force Majeure and County Delays. For the avoidance of doubt, Commencement of Construction Deadline shall not apply to timelines related to the Trailer Relocation (as hereinafter defined).

“Commencement of Construction Outside Date” means December 31, 2027.

“Conditional Assignment of Design Professional Contracts” means a conditional assignment from Developer to the County conditionally assigning in favor of the County all of Developer’s right, title and interest in and to the Design Professional Contracts, which assignment shall include an executed consent by the applicable Design Professional and shall otherwise be in form and substance reasonably satisfactory to the County, which assignment shall allow the County to exercise its rights thereunder should Developer fail to achieve Final Completion on or before the Final Completion Date.

“Conditional Assignment of GMP Contract” means a conditional assignment from Developer to the County conditionally assigning in favor of the County all of Developer’s right, title and interest in and to the GMP Contract, which assignment shall include an executed consent by the Project Contractor and shall otherwise be in form and substance reasonably satisfactory to the County, which assignment shall allow the County to exercise its rights thereunder should Developer fail to achieve Final Completion on or before the Final Completion Date.

“Conditional Assignments” shall mean, collectively, the Conditional Assignment of GMP Contract and the Conditional Assignment of Design Professional Contracts.

“Conditions Precedent to Effective Date” shall have the meaning set forth in Section 8.

“Conditions to Commencement of Construction” shall have the meaning set forth in Section 6.3 of the Rider.

“Construction Schedule” shall have the meaning set forth in Section 6.2 of the Rider.

“Construction Warranties” shall have the meaning set forth in Section 7.1 of the Rider.

“Contractors” shall have the meaning set forth in Section 2.1 of the Rider.

“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 Allowance” shall have the meaning set forth in Section 5.1 of the Rider.

“County Allowance Items” shall have the meaning set forth in Section 3 of the Design Criteria, attached hereto as **Exhibit “N”**.

“County Charge Order” means all Change Orders that County desires and/or requests to implement. For avoidance of doubt, Governmental Change Orders and Developer Change Orders are not County Change Orders.

“County Contribution” shall have the meaning set forth in Section 4(C).

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

“County Delay” means a critical path delay arising from: (i) County Change Orders; (ii) the County’s failure to timely approve or disapprove any Replacement Parcel Permits or Replacement Parcel Entitlements, in the County’s proprietary capacity only; or (iii) the County’s failure to timely approve or disapprove any Plans or any revisions thereof, in the County’s proprietary capacity only, as provided for in this Agreement or Rider within the time frames set forth therein and in each case determined using critical path methodology.

“County Parcel” means that certain real property, consisting of approximately 187,079 square feet, located at 7401 N.W. 74 Street, Miami, Florida 33166, having Folio Number: 22-3011-002-0700 (“County Parcel,” which the County, by and through ASD, operates as an animal services facility; and which is 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 County has or may have in the County Parcel.

“County Parcel Approvals and Permits” shall have the meaning set forth in Section 16(A).

“County Parcel Closing” means transfer and conveyance by the County to Developer of the County Parcel by County Deed, and the recordation thereof in the public records of Miami-Dade County.

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

“County Parcel Closing Documents” shall have the meaning set forth in Section 12(C).

“County Parcel Conditions Precedent to Closing” shall have the meaning set forth in Section 10(B).

“County Parcel Operating Expenses” shall have the meaning set forth in Section 9(B).

“County Parcel Phase I” shall have the meaning set forth in Section 5(D)(i)(1).

“County Parcel Site Conditions” shall have the meaning set forth in Section 5(D).

“County’s Representative” means the individual designated by the County from time to time to serve as County’s representative under the Rider. The initial County’s Representative shall be Mr. Alejandro Martinez-Esteve, Assistant Director, People and Internal Operations Department, unless and until the County designates another individual as County’s Representative.

“Defaulting Party” shall have the meaning set forth in Section 18(A).

“DERM” means the Department of Regulatory and Economic Resources Division of Environmental Resources Management.

“Design and Construction Documents” shall have the meaning set forth in Section 3.7 of the Rider.

“Design Criteria” means those minimum specifications, criteria, and performance measures for the New County Facilities and the Trailer Relocation attached hereto as **Exhibit “N”**.

“Design Professionals” means the Project Architect, engineers (including without limitation all civil, structural, mechanical, electrical, and geotechnical engineers), and/or any other design professionals or consultants retained for the New County Facilities selected by Developer pursuant to **Section 3.1** of the Rider.

“Design Professional Contracts” means all contracts executed between Developer and the Design Professionals for architectural or engineering services for the New County Facilities.

“Developer” shall have the meaning in the Preamble.

“Developer Change Order” means all Change Orders that Developer desires and/or requests to implement and which are approved by the County in accordance with the Section 6.5(b) of the Rider. For avoidance of doubt, Governmental Change Orders and County Change Orders are not Developer Change Orders.

“Developer’s Plan Change Notice” shall have the meaning set forth in Section 6.5(b) of the Rider.

“Developer’s Representative” means the individual designated by Developer from time to time to serve as Developer’s representative under the Rider. The initial Developer’s Representative shall be any of Jose Gonzalez and Alex Gonzalez, unless and until Developer designates another individual as Developer’s Representative.

“Due Diligence Period” shall have the meaning set forth in Section 5(A).

“Early Closing Holdback” shall mean one hundred twenty (120%) percent of: (i) the cost, reasonably estimated by the County, of all uncompleted items related to the design, construction and construction management/oversight of the New County Facilities as of the County Parcel Closing Date and all costs required to achieve Final Completion of the New County Facilities, with all construction related costs to be based on the approved schedule of values in the Project Contractor’s GMP Contract; and (ii) any retainage amounts not yet paid or released to the contractor.

“Effective Date” means 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 prior to the first Business Day following approval of this Agreement by the Board, and the expiration of the ten (10) day veto period by the County Mayor; and if vetoed by the Mayor, the first Business Day following a two-thirds (2/3) vote of the Board overriding the Mayor’s veto.

“Environmental Law(s)” means 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” means any action(s) taken to mitigate contamination and to restore the environment in response to a hazardous material discharge or the documentation of the presence of hazardous material that could affect human health and the environment (e.g., removal of pollution or contaminants from soil, groundwater, sediment, or surface water)..

“FF&E” means personal property that includes furniture, fixtures, and equipment, including veterinary kennels and related equipment, which is either (a) not permanently affixed to the Replacement Parcel or New County Facilities, or (b) may be moved or removed from the real property without adversely impacting the function and use of the real property structure and is included in the minimum requirements of the Design Criteria Package as a County Allowance funded from the County Contribution. For the avoidance of doubt, items such as lighting, window and doorway/entryway hardware, and bathroom fixtures within the restrooms/locker room shall not be considered FF&E and shall be purchased and installed in the New County Facilities as part of the project scope to be paid for by the Required Minimum Investment.

“Final Completion” shall occur when Developer has (i) completed all of the work for the New County Facilities, in accordance with the Final Plans, as modified by Approved Change Orders, and for the Trailer Relocation (ii) achieved the completion of all construction activities that are its responsibility under the terms of this Agreement that are required for the New County Facilities and the Trailer Relocation, including but not limited to, completion of all Punch List Items, correction of all deficiencies from the Final Plans noted at time of Substantial Completion, and completion of all required final inspections by applicable Governmental Authorities, final lien waivers (or provisions for bonding any liens), delivery of all spares and extra materials and activation of all warranties; (iii) made final payment to all contractors, subcontractors, materialmen, suppliers and laborers for the work thereon, and as evidenced by the closure of all construction-related permits, or provided for bonding of any potential liens; and (iv) obtained the issuance of a final certificate of occupancy and/or Certificate of Completion for the New County Facilities (unless such certificate is not issued solely due to fault of the County or any occupant of the New County Facilities) and obtained final approval by the County for the Trailer Relocation.

“Final Completion Costs” shall have the meaning set forth in Section 12(E)(i).

“Final Completion Date” shall have the meaning set forth in Section 6.11 of the Rider.

“Final Plans” shall have the meaning set forth in Section 4.2 of the Rider.

“Force Majeure” mean delays that are unforeseen and beyond the control of a party required to perform, such as (but not limited to) delays due to strikes; acts of God; floods; fires; named windstorms; enemy action; civil disturbance; governmental ordered closures; sabotage; restraint by court or public authority; court orders; or moratoriums. The Parties shall be excused for the period of any delay for a time period not to exceed six (6) months for any single Force Majeure event or up to one (1) year in the aggregate for all Force Majeure events, and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Agreement when prevented from so doing Force Majeure. The provisions of this section shall only apply if the delayed Party complies with the following requirements: (a) when the delayed party has actual knowledge of the existence of a Force Majeure, such Party shall give prompt written notice thereof to the other Party, including the causes thereof and the

anticipated time extension necessary to perform, but in no event shall such notice be provided later than thirty (30) days of the actual event giving rise to the Force Majeure (failing which, this section shall be waived with regard to such event) and (b) the delayed Party shall take commercially reasonable steps to attempt to mitigate all delays and to remove, resolve or otherwise eliminate such occurrence while keeping the other Party advised with respect thereto, and shall commence performance of its obligation hereunder promptly upon such removal, resolution or elimination. Developer or the County, as applicable, shall only be entitled to an extension of time equal to the exact same period of the Force Majeure to complete its duty to perform under the terms and conditions of this Agreement, and notwithstanding any provision to the contrary in this Agreement, in no event shall delays caused by Force Majeure extend any of the deadlines, milestones and/or date for performance set forth in this Agreement by a time period greater than six (6) months for any single Force Majeure event or one year in the aggregate for all Force Majeure events, from the date of the event giving rise to the Force Majeure. The Parties agree that the County is authorized to dispute whether the Force Majeure claimed by Developer meets the requirements set forth above, and any such dispute, unless resolved by the Parties, shall be resolved in accordance with Applicable Law and Section 24 of this Agreement.

“GMP Contract” shall mean the guaranteed maximum price construction contract between Developer and the Project Contractor for the construction of the New County Facilities which shall include all labor, materials, equipment and supplies for the construction of the New County Facilities, as well as the Project Contractor’s overhead and profit.

“Governmental Authority or Authorities” means any and all local, county, state and/or federal governmental, quasi-governmental, judicial and/or regulatory bodies, agencies, authorities, bureaus, commissions, boards, departments (in each case, acting in their regulatory capacity) or other entities or any arbitrator with authority to bind a party at law.

“Governmental Change Orders” shall have the meaning set forth in Section 6.5(a) of the Rider.

“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 5(B).

“IPSIG” shall have the meaning set forth in Section 38.

“Lien” or **“Liens”** 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.

“Medley ASD Operations” shall have the meaning set forth in Section 4.

“New County Facilities” shall have the meaning set forth in Section 4.

“New Developer Project” shall have the meaning set forth in Section 3(B).

“New Title Defect” shall have the meaning set forth in Section 6(D).

“Non-Defaulting Party” shall have the meaning set forth in Section 18(A).

“Notice of New Title Defect” shall have the meaning set forth in Section 6(D).

“Notice of Title Defect” shall have the meaning set forth in Section 6(C).

“Offer Notice” shall have the meaning set forth in Section 18(F).

“Parcels” means the County Parcel and Replacement Parcel collectively.

“Party” and/or **“Parties”** shall have the meaning in the Preamble.

“Phase” shall have the meaning set forth in Section 3.8 of the Rider.

“Phase 1” shall mean the undertaking of the Trailer Relocation.

“Phase 1 Commencement Date” shall mean no later than fifteen (15) days after the Effective Date.

“Phase 1 Completion Date” means December 31, 2025, as such date may be extended for Force Majeure and County Delays; provided, however, that the Trailer, hereinafter defined, shall have been moved out of its current location in South Dade Government Center on or before October 15, 2025.

“Plans” means, collectively, the design and construction drawings, plans and specifications for the New County Facilities developed by the Project Architect and the other Design Professionals, including but not limited to, the fifty percent (50%) and one hundred percent (100%) of the design development phase, and fifty percent (50%) and one hundred percent (100%) of the construction documents phase..

“Post-Closing Occupancy” means the rights of the County for occupancy and use of the County Parcel by the County for a period of sixty (60) days after the County Parcel Closing for the purpose of wrapping up ASD operations at the County Parcel and relocating existing furniture, fixtures and equipment from the County Parcel to New County Facilities pursuant to the terms of the Post-Closing Occupancy Agreement.

“Post-Closing Occupancy Agreement” shall have the meaning assigned such term in Section 9(B)(i) of this Agreement and is attached hereto as **Exhibit “H”**.

“Postponed Approval Submittal” shall have the meaning set forth in Section 16(D).

“Postponed Hearing” shall have the meaning set forth in Section 16(D).

“Pre-Development Schedule” shall have the meaning set forth in Section 3.9 of the Rider.

“Progress Payments” shall have the meaning set forth in Section 5.1 of the Rider.

“Project” means the complete implementation of the Trailer Relocation as set forth herein, and the design, development and construction of the New County Facilities on or to the Replacement Parcel as finally described in the Final Plans, as modified by Approved Change Orders.

“Project Architect” means an architect to be selected by Developer as the architect of record in accordance with Section 3.1 of the Rider, or in each of the foregoing cases, another architect selected by Developer, for the design and preparation of the Plans.

“Project Budget” means the budget for the Project setting forth the Project Costs, but excluding the costs for any Change Orders.

“Project Contractor” means the third-party general contractor for the New County Facilities selected by Developer in accordance with Section 3.2 of the Rider.

“Project Costs” means all hard and soft costs and expenses incurred by Developer following the Effective Date (with the exception of a maximum amount not-to-exceed \$50,000 in design, survey, and geotechnical costs incurred prior to the Effective Date, which costs shall be included as part of the Project Costs) for the implementation of the Trailer Relocation and the design, permitting, development, construction and completion of the New County Facilities, including, without limitation, all customary and reasonable costs relating to surveyors, architects, engineers, permitting, environmental mitigation and related diligence, insurance and surety related expenses, any other fees and expenses directly related to the development of the New County Facilities, the cost of all labor, construction materials, fixtures, equipment, landscaping and hardscaping incorporated into the New County Facilities, including but not limited to, locating and installing any required facilities for sewer, water, electrical, and other utilities as needed to service the New County Facilities. For the avoidance of doubt, except as otherwise expressly provided in this Agreement, Project Costs do not and shall not include any costs, expenses, profits or fees to the Developer for its overhead/profit, fees paid to lobbyists, auditors, accountants, or tax expenses, payments or commissions to brokers and salespersons, marketing or advertising expenses, payments to sponsors or supporters, and interest or financing payments.

“Punch List Holdback” shall mean one hundred twenty (120%) percent of: (i) the cost, reasonably estimated by the County based on the approved schedule of values in the Project Contractor’s GMP Contract, of all Punch List Items that exist as of the County Parcel Closing Date; and (ii) any retainage amounts not yet paid or released to the contractor.

“Punch List Items” means those uncompleted items related to the construction of the New County Facilities that do not materially or unreasonably interfere with County’s use of the New County Facilities for their intended purposes; provided, however, that any outstanding items shall not constitute Punch List Items and Substantial Completion shall not be deemed to have occurred in the event the list of outstanding items with respect to the New County Facilities has a reasonable value that equals or exceeds the lesser of \$500,000.00 or five (5%) percent of the amount of the GMP contract or includes any components which prevents the issuance of a temporary certificate of occupancy or temporary certificate of completion for the New County Facilities.

“Purchase Option” shall have the meaning set forth in Section 18(F).

“QOZ Safe Harbor Deadline” means September 1, 2027.

“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.

“Replacement Parcel” means the three (3) separate parcels of land, one (1) of which is improved with a former veterinarian clinic, and such parcels, together, consisting of approximately 228,350 square feet, having the following Folio Numbers and address: 30-7905-000-0291; 30-7905-000-0221; 30-7905-006-0010, address: 29500 Old Dixie Highway, Miami, Florida 33033, and legally described on **Exhibit “B”**, together with any and all improvements, buildings, and fixtures located thereon, any and all tenements, hereditaments, privileges, servitudes, easements, rights of reverter, and appurtenances, and all right, title and interest Developer has or may have in right of ways, streets, highways, easements, drainage rights, development rights, air rights, and any other right, title, interest, covenants, restrictions, agreements and riparian rights that the Developer has or may have in the Replacement Parcel or that may apply to and benefit the Replacement Parcel.

“Replacement Parcel Approvals and Permits” shall have the meaning set forth in Section 16(A).

“Replacement Parcel Closing” means the transfer and conveyance by Developer to the County of the Replacement Parcel by General Warranty Deed and the recordation thereof in the public records of Miami-Dade County.

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

“Replacement Parcel Closing Deadline” means nine (9) months after the issuance of the Replacement Parcel Entitlements and expiration of applicable appeal periods, as such date may be extended for Force Majeure and County Delays.

“Replacement Parcel Closing Documents” shall have the meaning set forth in Section 12(B).

“Replacement Parcel Conditions Precedent to Closing” shall have the meaning set forth in Section 10(A).

“Replacement Parcel Entitlements” means, collectively, all final, non-appealable approvals (including, without limitation, all land development, zoning, ordinances, development orders, site plan approvals, variances and waivers) to be issued by any and all Governmental Authorities that are required to construct the New County Facilities on the Replacement Parcel, other than (and expressly excluding) the Replacement Parcel Permits.

“Replacement Parcel Entitlements Deadline” means January 30, 2026, as such date may be extended by Force Majeure and County Delays.

“Replacement Parcel Deed” shall have the meaning set forth in Section 3(A).

“Replacement Parcel Permits” means any and all design, plans and specifications, construction permit and other applicable permits and approvals, if necessary, from all applicable Governmental Authorities pertaining to the New County Facilities, other than (and expressly excluding) the Replacement Parcel Entitlements.

“Replacement Parcel Phase I” shall have the meaning set forth in Section 5(C)(i)(1).

“Replacement Parcel Purchase Agreement” means that certain purchase agreement between Developer and DCG Investments, Inc., dated February 5, 2025, and all amendments thereto.

“Replacement Parcel Site Conditions” shall have the meaning described in Section 5(C).

“Required Minimum Investment” shall have the meaning set forth in Section 4(B).

“Requisition” shall have the meaning set forth in Section 12(E).

“Response to Requisition” shall have the meaning set forth in Section 12(E).

“Revised Complete Plans” shall have the meaning set forth in Section 4.2(c) of the Rider.

“Rider” shall have the meaning set forth in Section 17(A).

“South Dade ASD Operations” shall have the meaning set forth in Section 4.

“South Dade ASD Site” shall mean that area located within the parcel identified by Folio 36-6007-000-0551 at the South Dade Government Center upon which the Trailer shall be relocated.

“Substantial Completion” means the satisfaction of all construction of the New County Facilities, other than Punch List Items, including all items associated with the improvements to be installed on the Replacement Parcel in accordance with the Final Plans, as certified by the Project Architect, and as evidenced by temporary certificate(s) of occupancy or certificate(s) of completion for the New County Facilities, or their functional equivalent.

“Substantial Completion Date” shall have the meaning set forth in Section 6.10(b) of the Rider.

“Substantial Completion Outside Date” means one (1) year from the Substantial Completion Date.

“Survey” and/or **“Surveys”** shall have the meaning set forth in Section 7(A).

“Title Commitment” and/or **“Title Commitments”** shall have the meaning set forth in Section 6(A).

“Title Company” shall have the meaning set forth in Section 6(A).

“Title Defect” shall have the meaning set forth in Section 6(C).

“Trailer” shall mean that certain trailer located at 10700 S.W. 211st Street, Cutler Bay, Florida that the County currently leases from the Trailer manufacturer, WillScot, to provide the South Dade ASD Operations at the South Dade ASD Site.

“Trailer Relocation” shall have the meaning set forth in Section 4(B)(i).

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

A. Developer is or, as of the Effective Date, will be the record owner of the fee simple title to the Replacement Parcel. Subject to the terms of this Agreement and in exchange for the conveyance described in Section 3.B below, Developer agrees to sell and convey to the County, and the County agreed to purchase from Developer, the Replacement Parcel. Developer agrees to convey good, marketable and insurable title to the County of the Replacement Parcel by General Warranty Deed free and clear of all liens, encumbrances, or other interests in substantially the form attached as **Exhibit “C”**, which deed shall be delivered to the County, fully executed by Developer, at the time of the Replacement Parcel Closing (**“Replacement Parcel Deed”**). If Developer is unable, at the time of the Replacement Parcel Closing to convey to the County such title as stated in this Section, the County shall have the right to terminate this Agreement.

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 Developer 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 Developer, fully executed by County, at the time of the County Parcel Closing (**“County Deed”**). The County Parcel shall be subject to a Declaration of Restrictions, substantially in the form attached hereto as **Exhibit “E”** (**“Declaration of Restrictions”**), to allow the Developer to develop and construct the following project on the County Parcel (the **“New Developer Project”**): multi-family residential housing, which may include ground floor retail thereon. Developer agrees that not less than 100 units of the New Developer Project will be income-restricted and leased to persons earning a maximum of one hundred-twenty percent (120%) of the area median income for Miami-Dade County, adjusted for household size, as the term “area median income” is defined and utilized by the United States Department of Housing and Urban Development (see also 12 CFR Section 228.12(b) for a period of not less than twenty (20) years, commencing on the date that the first such restricted unit is occupied by a qualified person(s).

- i. Developer anticipates that the New Developer Project will include approximately 720 apartment units. Additionally, Developer will endeavor in good faith to develop the remainder of the New Developer Project as workforce housing, with rents capped at not more than one hundred forty percent (140%) of the area median income as defined above, but the Parties agree that this provision is aspirational and compliance therewith shall not give rise to an Event of Default under this Agreement.
- ii. Developer also shall design and construct a trolley stop adjacent to the County Parcel for use by the County, the City of Doral and/or the Town of Medley, to facilitate trolley services to the Palmetto Metrorail Station and other area locations, subject to approval by the applicable agencies having jurisdiction.

C. The Replacement Parcel Purchase Agreement for Developer's acquisition of the Replacement Parcel is attached hereto as **Exhibit "G"**.

D. The deeds to both of the Parcels (County Parcel and Replacement Parcel) 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. CONSIDERATION FOR EXCHANGE

A. The Parties agree, based on appraisals, that the fair market value of the County Parcel is Eighteen Million and 00/100 Dollars (\$18,000,000.00). The Parties agree, based on appraisals, that the fair market value of the Replacement Parcel is Six Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$6,950,000.00).

B. As a material inducement and consideration for the County to enter into this Agreement, Developer agrees to:

- i. construct the new County facilities on the Replacement Parcel after the Replacement Parcel Closing, at Developer's sole cost and expense, except for the County Contribution, as provided herein, in accordance with the terms and conditions of this Agreement, including the Rider and the Design Criteria, to provide for the relocation of the existing ASD operations at the County Parcel (the "**Medley ASD Operations**"), as well as the relocation of ASD's cat spaying and neutering services provided out of the Trailer at the South Dade Government Center property (the "**South Dade ASD Operations**") (collectively, the Medley ASD Operations and the South Dade ASD Operations, the "**ASD Operations**"), as finally described in the Final Plans (as modified by Approved Change Orders), and in accordance with the terms and conditions of this Agreement and the Rider (the "**New County Facilities**"). The Developer shall: (1) expend no less than Eleven Million Fifty Thousand and 00/100 Dollars (\$11,050,000.00) ("**Required Minimum Investment**") to complete the design and construction of the improvements for the New County Facilities in accordance with the

provisions of this Agreement, including but not limited to, Section 4 B.ii below, and the Rider; and (2) decommission, relocate, repair, and reinstall the existing Trailer to the South Dade ASD Site in accordance with the Design Criteria (the “**Trailer Relocation**”), at Developer’s sole cost and expense, as provided herein, and as expressly required under the terms and conditions of this Agreement, including the Rider to a location acceptable to the County within the same parcel (Folio No. 36-6007-000-0551) no later than the Phase 1 Completion Date.

- ii. County and Developer agree that Developer’s obligations hereunder include the Developer’s obligation, at its own cost and expense, to design, permit, construct and deliver to County, in “turn-key” fashion, the New County Facilities in accordance with the Final Plans and other conditions set forth in the Rider. To the extent the Project Budget exceeds the Required Minimum Investment, the Developer understands, agrees and acknowledges that, except for the County Contribution, it shall be required to provide all of the funds necessary to meet the Project Budget and deliver the New County Facilities to the County as herein provided.

C. As consideration for the Developer undertaking the Trailer Relocation as herein provided, the County shall contribute an amount equal to Two Hundred Thousand Dollars (\$200,000.00) to the Trailer Relocation and an amount not to exceed Three Million Dollars (\$3,000,000.00) as a County-controlled allowance account for the County Allowance Items for the New County Facilities, for a total contribution in an amount not to exceed Three Million Two Hundred Thousand Dollars (\$3,200,000.00) (the “**County Contribution**”). The County shall disburse the County Contribution to Developer in accordance with the terms of the Rider. The parties acknowledge and agree that to the extent any County Change Order increases the “guaranteed maximum price” from the Project Contractor pursuant to the GMP Contract, the County shall be obligated to pay for the agreed-upon costs as set forth in the fully executed County Change Order which shall be paid as set forth in the Rider.

5. DUE DILIGENCE PERIOD

A. The Due Diligence Period shall commence on the Effective Date and end sixty (60) days thereafter (“**Due Diligence Period**”). Either Party subject to this Agreement may terminate this Agreement in the event such Party concludes in such Party’s sole and absolute discretion that the Parcel such Party is purchasing is not suitable for such Party’s intended purpose, which for the avoidance of doubt includes but is not limited to, termination arising from the results of any Inspections, by giving written notice of such election to the other Party on or before thirty (30) days following the expiration of the Due Diligence Period, which deadline is also ninety (90) days following the Effective Date. In such event, the terminating Party shall provide to the other Party copies of any reports, studies, tests, and other materials which the terminating Party obtained in connection with its review and Inspections of the Parcel. The Parties shall be deemed to have waived its right to terminate this Agreement pursuant to this provision if either Party does not notify the other Party of such termination during the Due Diligence Period, as same Due Diligence Period may be extended in accordance with the provisions set forth below. If either Party

terminates the Agreement pursuant to this Section 5A, the County shall have the Purchase Option as provided in Section 18 (G) of this Agreement.

B. County's Inspection During Due Diligence Period. The County and its employees, agents, consultants and contractors shall have the right, with no less than two (2) days' advance written notice to the Developer, to enter and come upon the Replacement Parcel during the Due Diligence Period to inspect the Replacement Parcel and conduct all inspection activities that the County or its employees, agents, consultants or contractors deem necessary or desirable to determine whether, in the County's sole and subjective judgment and discretion, the Replacement Parcel is suitable to the County, including without limitation but not limited to, conducting any feasibility studies, survey work, property condition reports, physical testing, environmental testing, soil and water sampling (including surface water, groundwater, and stormwater), and geotechnical soil work (any of the foregoing permitted inspections being referred to herein as "**Inspections**") and reviewing any building and use restrictions, zoning, other governmental approvals. Developer acknowledges and agrees that the County may conduct all Inspections and other examinations and investigations as the County may elect in its sole discretion.

C. Developer's Inspection During Due Diligence Period. The Developer and its employees, agents, consultants and contractors shall have the right, with no less than two (2) Business Days' advance written notice to the County, to enter and come upon the County Parcel during the Due Diligence Period to inspect the County Parcel and conduct all Inspections that the Developer or its employees, agents, consultants or contractors deem necessary or desirable to determine whether, in the Developer's sole and subjective judgment and discretion, the County Parcel is suitable to the Developer, subject to the limitations set forth herein. Developer understands and acknowledges that the County Parcel is currently improved with facilities that are used for the Medley ASD Operations. All Inspections undertaken by Developer shall not unreasonably or materially disrupt the Medley ASD Operations and shall be undertaken by Developer and its employees, agents, consultants or contractors with due care and consideration of the on-going Medley ASD Operations.

D. 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, and each Party shall provide the other Party with copies of all reports of 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 upon which the inspection is being conducted, including any improvements thereon, and/or any personal property of the other party or its customers and invitees.

E. Replacement Parcel Site Conditions

i. Environmental Site Assessments

1. The County confirms that the Developer delivered to County an ASTM PHASE I Environmental Site Assessment Report of the Replacement Parcel ("**Replacement Parcel PHASE I**"), prior to the Effective Date of this Agreement. The County has determined that an ASTM PHASE II Environmental Site Assessment Report

(“**Replacement Parcel Phase II**”) for the Replacement Parcel is necessary based on the information provided in the Replacement Parcel Phase I. As such, if the Replacement Parcel Phase II has not been completed within the Due Diligence Period of this Agreement, then the County reserves the right- to be exercised by written notice from the County in its sole and absolute discretion- to extend the Due Diligence Period by a reasonable amount of time, if needed and not to exceed 90 additional calendar days beyond the original 60 days of the Due Diligence Period of this Agreement, to complete the Replacement Parcel Phase II. . This testing is being conducted as part of the Inspections and should the County determine during the Due Diligence Period that additional environmental testing of the Replacement Parcel is required as part of its Inspections, County reserves the right to conduct such additional testing of the Replacement Parcel.

F. County Parcel Site Conditions

i. Environmental Site Assessments

1. The Developer 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 was completed prior to the Effective Date of this Agreement. Should Developer determine during the Due Diligence Period that additional environmental testing of the County Parcel is required as part of its Inspections, Developer reserves the right to conduct such additional testing of the County Parcel subject to and in accordance with the provisions of this Section 5.

6. **TITLE AND TITLE INSURANCE AND TENANCIES.**

A. Each Party shall, within fifteen Business (15) Days following the Effective Date, obtain a marketable title insurance commitment and an owners’ marketable title insurance policy 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**”), which with respect to the County, shall mean National Title and Abstract Company and shall be in the amount of the appraised value of the applicable Parcel as set forth in Section 4A herein 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. In addition, the Title Commitment for the Replacement Parcel shall insure title to the Property for the period between closing and recording of the Warranty Deed. Each Party is responsible for the cost of the title premium for the Parcel they are acquiring. The County may, at its option, request from the Title Company a title insurance

commitment in the amount of the value of the Replacement Parcel including the New County Facilities. Developer agrees to provide and pay the cost of recording all affidavits and other documents as customarily required by the Title Company to insure title to the Parcels.

B. Developer shall, within fifteen (15) days following the Effective Date, obtain a municipal lien search on the County Parcel and Replacement Parcel, and shall provide a copy of the municipal lien searches to the County upon receipt. The County will be responsible for the cost of any updates it may require for the municipal lien search for the Replacement Parcel.

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 fourteen (14) 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 thirty (30) days of the date of Notice of Title Defect. If the current owner of the Parcel containing the Title Defect is unwilling or unable to timely remedy the Title Defects within such thirty (30) day period, the acquiring 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 the applicable Closing of the intent to waive such Title Defects and proceed to such 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. In the event of termination pursuant to this Section, the Parties shall be released of all obligations under this Agreement, save and except for any obligations or terms that expressly survive the termination of this Agreement.

D. Each Party shall update the Title Commitment and municipal lien search on the Parcel it is acquiring no later than ten (10) Business Days prior to the applicable 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 five (5) Business Days from receipt of the updated Title Commitment of the Parcel that it intends to acquire, and of the updated municipal lien search, to review 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 the applicable 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 the applicable Closing of the intent to waive such Title Defects and proceed to such 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 the applicable Closing, then such Closing will be extended until a date which is five (5) days after the New Title Defect is cured to

the acquiring Party's reasonable satisfaction, such date not to exceed a thirty (30) 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 which they own, including, but not limited to, the payment of any recording fees for corrective instruments required hereunder.

E. Developer warrants and represents that no person or entity is living on or occupying the Replacement Parcel (or any portion thereof) to, or otherwise permits the use or occupancy of the Replacement Parcel (or any portion thereof) by, any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, government unit, and that (i) there are no other agreements, oral or written that permits the use or occupancy of any portion of the Replacement Parcel; (ii) Developer shall not permit the use or occupancy of any portion of the Replacement Parcel subsequent to the Effective Date; (iii) Developer will indemnify, defend and hold harmless the County, its agencies, instrumentalities, commissioners, trustees, officers, employees, and agents from and against all persons claiming an interest in possession of the Replacement Parcel or any portion thereof that is contrary to the representations in this subsection E.

F. Following the Effective Date, neither the County nor Developer shall place, permit, or suffer any Liens, encumbrances, defects or other Title Defects to be placed on either Parcel and in the event either Party so places, permits or suffers any such Liens, encumbrances, defects or other Title Defects to be placed on the other Party's parcel, such Party may elect to cure the same at its expense in accordance with paragraphs C and D herein. The Parties agree to record either this Agreement, or a Memorandum of Agreement, in a form substantially similar to the form attached as **Exhibit "J"**, that references the obligations in this subsection and subsection E above. **For the avoidance of doubt, except as otherwise provided herein, the County shall convey the County Parcel in as "As Is, Where Is" condition, without any warranties or representations regarding the condition of the title or of the real property and any improvements thereon.**

7. SURVEY.

A. Developer shall obtain, at its sole cost and expense, certified ALTA surveys of the Replacement Parcel and the County Parcel (individually, "**Survey**", together, "**Surveys**"), prepared by a professional land surveyor licensed by the State of Florida. The Surveys shall be completed within thirty (30) days of the Effective Date. The Developer is responsible for the cost of the Surveys as per Section 13(A)(v) of this Agreement.

B. Each Survey shall be certified to the County, Developer and the Title Company, and the date of certification shall be no later than thirty (30) days of the Effective Date and then again within thirty (30) days before the date of the applicable 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. The legal description in the Surveys shall be subject to the Developer's and the County's approval.

C. If the Surveys, and any update thereof, show any encroachment on the Replacement Parcel or that any improvements on the Replacement Parcel encroach on the land of others, the same shall be regarded as a Title Defect and subject to the provisions of Section 6.

D. Developer shall have the professional land surveyor update the Survey no less than thirty (30) days prior to the applicable Closing, unless such update is waived in accordance with this Section.

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. Developer executes this Agreement; and

B. The County Mayor or County Mayor’s designee shall have executed this Agreement, after this Agreement has been approved by the Board, and the ten (10) day veto period by the County Mayor has expired; and if vetoed by the Mayor, there has been a two-thirds (2/3) vote of the Board overriding the Mayor’s veto.

9. STAGGERED CLOSING; POST-CLOSING LEASE OF COUNTY PARCEL; POST-CLOSING OCCUPANCY OF COUNTY PARCEL.

A. Staggered Closing. The Parties acknowledge and agree that the Closing under this Agreement shall be staggered in order to ensure that the County is entitled to exemption from any impact fees that may be associated with the development and construction of the New County Facilities on the Replacement Parcel. The Replacement Parcel Closing shall take place on the date set forth in Section 12(A), following the satisfaction of the Replacement Parcel Conditions Precedent to Closing (including the satisfaction of all Conditions to Commencement of Construction other than the payment of any fees and expenses relating to the issuance of the Replacement Parcel Approvals and Permits), at which time the Parties shall deliver the Replacement Parcel Closing Documents and the Replacement Parcel shall be conveyed to the County. For the avoidance of doubt, the Replacement Parcel Closing shall occur prior to the point in the process of the Replacement Parcel Approvals and Permits and the payment of any fees and expenses relating thereto, such that at the time of payment of any such fees and expenses, the County shall own the Replacement Parcel. The County Parcel Closing shall take place on the date set forth in Section 12(A), following the satisfaction of the County Parcel Conditions Precedent to Closing (including Developer achieving Substantial Completion of the New County Facilities on the Replacement Parcel), at which time the Parties shall deliver the County Parcel Closing Documents and the County Parcel shall be conveyed to the Developer. In the event this Agreement is terminated prior to the Replacement Parcel Closing in accordance with the terms and conditions set forth herein, the Parties shall be released of all obligations under this Agreement, save and except for any obligations or terms that expressly survive the termination of this Agreement. In the event this Agreement is terminated after the Replacement Parcel Closing, but before the County Parcel Closing, the County shall have the Purchase Option to retain ownership of the Replacement Parcel as set forth in section 18(F) below, and should the County not exercise such Purchase

Option, the Replacement Parcel shall revert to Developer in accordance with the terms of section 18(F).

B. Post-Closing Occupancy of County Parcel if Required to Comply with IRS Regulations. The County acknowledges that Developer has informed County that it intends to redevelop the New Developer Project as a “Qualified Opportunity Zone” investment, in accordance with Section 1400Z-2 of the Internal Revenue Code and related applicable IRS requirements and timeframes for such investments. Accordingly, Developer has informed County that Developer intends to achieve Substantial Completion of the New County Facilities so as to ensure the County Parcel Closing takes place no later than the QOZ Safe Harbor Deadline.

- i. If Developer cannot achieve Substantial Completion prior to the QOZ Safe Harbor Deadline, as an accommodation to the Developer, the County agrees to replace the County Parcel Condition Precedent to Closing under Sections 10(B)(i) and 10(B)(ii) and 10(B)(iii), respectively, with respect to the Substantial Completion of the New County Facilities, with the following: (new 10(B)(i)) The Developer has completed no less than seventy-five (75%) of the construction work required for Substantial Completion of the New County Facilities, to be determined by the County, acting reasonably and considering the certification of the Architect of record as to work in place and County’s review of the schedule of values in the Project Contractor’s GMP Contract; and (new 10(B)(ii)) On or prior to the County Parcel Closing, Developer shall have delivered to the County an amount equal to the Early Closing Holdback, which the County shall deposit and maintain in a separate account, for use solely for payment of Project Costs in accordance with this Agreement. The County and Developer shall have executed the **Post-Closing Occupancy License Agreement**, substantially in the form attached hereto as **Exhibit “H”** (the “**Post-Closing Occupancy Agreement**”).

In such event, the County agrees to proceed to the County Parcel Closing prior to the expiration of the QOZ Safe Harbor Deadline, subject to the satisfaction of all County Parcel Conditions Precedent to Closing, as herein modified, provided Developer is not in default of its obligations under this Agreement and is otherwise prosecuting the work diligently and in good faith towards Substantial Completion.

- ii. In consideration for the foregoing, following the County Parcel Closing, the County shall remain in possession of the County Parcel pursuant to the Post-Closing Occupancy Agreement, for the nominal rental rate of One (\$1.00) Dollar, plus County’s payment of its operating expenses for the County Parcel (including, without limitation, the costs and expenses of maintenance, insurance, and utilities for the building, and all repairs and replacements to the interior and exterior of the building on the County Parcel, which in the County’s sole but reasonable discretion are necessary to accommodate ASD’s continued use of the County Parcel, including, without limitation, the roof and structural components of the building and

building systems) (the “**County Parcel Operating Expenses**”), until sixty (60) days following the date Substantial Completion of the New County Facilities is achieved.

C. Post-Closing Occupancy of County Parcel if Closing Takes Place After Substantial Completion of New County Facilities. If the County Parcel Closing takes place after the Substantial Completion of the New County Facilities, Developer acknowledges and agrees that ASD shall have the right to occupancy of the County Parcel for a period of sixty (60) days from and after the County Parcel Closing Date pursuant to the terms of the Post-Closing Occupancy Agreement for the purposes of wrapping up ASD business and relocating ASD’s FF&E to the New County Facilities, provided, however, that ownership of any such FF&E remaining in the County Parcel on or after the County vacating and surrendering the County Parcel to Developer, shall become vested in Developer, and Developer shall have the right to remove and dispose of the same without any notice, payment or other compensation to the County and/or ASD. For the avoidance of doubt, the provisions of this Section 9(C) shall not apply in the event the Parties execute a Post-Closing Occupancy Agreement pursuant to Section 9(B).

D. Surrender of County Parcel. The County agrees to surrender the County Parcel to Developer no later than the date of expiration of the Post-Closing Occupancy Agreement pursuant to Section 9(B) or Section 9(C), as applicable. If the County has not vacated the County Parcel within such timeframe, the Post-Closing Occupancy Agreement shall specify that the County’s occupancy of the County Parcel during such holdover period shall be subject to holdover rent pursuant to the terms of the Post-Closing Occupancy Agreement, as follows:

- i. For the first thirty (30) days of such holdover following the expiration of the Occupancy Period, the County shall pay the Developer holdover rent in the amount of Five Hundred and 00/100 Dollars (\$500) per day.
- ii. From the thirty-first (31st) day through the ninetieth (90th) day of such holdover following the expiration of the Occupancy Period, the County shall pay the Developer holdover rent in the amount of Twenty Five Hundred and 00/100 (\$2500) per day.
- iii. From the ninety-first (91st) day of such holdover and each day thereafter following the expiration of the Occupancy Period, the County shall pay the Developer holdover rent in the amount of Five Thousand Dollars (\$5000) per day.
- iv. Notwithstanding the foregoing, the Parties agree that no such holdover rent shall be due or payable to the Developer for any holdover period on account of Force Majeure.

10. CONDITIONS PRECEDENT TO CLOSING.

A. The Replacement Parcel Closing shall not occur until the following conditions precedent are met (“**Replacement Parcel Conditions Precedent to Closing**”):

- i. Developer shall have fee simple ownership of the Replacement Parcel.
- ii. All of the Conditions to Commencement of Construction have been satisfied, other than the payment of any fees and expenses relating to the issuance of the Replacement Parcel Approvals and Permits, which will be satisfied immediately following the Replacement Parcel Closing.
- iii. Any and all documents, agreements, and/or encumbrances required to be executed in relation to the Replacement Parcel Closing under this Agreement, have been properly executed and delivered to the appropriate Party.

B. The County Parcel Closing shall not occur until the following conditions precedent are met (“**County Parcel Conditions Precedent to Closing**”), subject to the provisions of Section 9B:

- i. Developer shall have achieved Substantial Completion of the New County Facilities on the Replacement Parcel.
- ii. On or prior to the County Parcel Closing, Developer shall have delivered to the Closing Agent an amount equal to the Punch List Holdback or Early Closing Holdback, as applicable.
- iii. The County and Developer shall have executed the Post-Closing Occupancy Agreement.
- iv. Any and all documents, agreements, and/or encumbrances required to be executed in relation to the County Parcel Closing under this Agreement, have been properly executed and delivered to the appropriate Party.

C. If there is a failure of a Condition Precedent to Closing after the date such Condition Precedent to Closing was required to be satisfied, and such failure is due to a default of either Party, then the Non-Defaulting Party shall have the right, in its sole and absolute discretion, to: (a) pursue its remedies for such default in accordance with Section 18(A); or (b) waive the Condition Precedent to Closing by delivering a written waiver of the same to the other Party within ten (10) Business Days after the date such Condition Precedent to Closing was required to be satisfied and proceed with the transaction contemplated by this Agreement; or (c) extend the date by which the Condition Precedent to Closing Date was to have been satisfied for a reasonable period of time by delivering a written extension notice to the other Party within ten (10) Business Days after the date by which such Condition Precedent to Closing was to have been satisfied to give the County and/or Developer (as applicable) an additional opportunity to cure such failure. Should the Non-Defaulting Party elect to extend the date by which such Condition Precedent to Closing was to have been satisfied under (c) above and the other Party either fails or refuses to cure such failure

within the cure period given by the County or the Developer, as applicable, then the Non-Defaulting Party shall then have the right to elect either (a) or (b) above. If either Party fails to timely provide a notice of election as set forth in 10(C)(a), (b) or (c) herein (including during any extension period), then the Non-Defaulting Party shall be deemed to have waived all rights to termination and to have the Condition Precedent to Closing waived and proceed to Closing.

11. INSPECTIONS AND ACCESS.

A. In addition to access terms provided for in Section 5(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 "I"** attached hereto, which insurance policies must remain in effect during the duration of this Agreement. 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 "I"** 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. The County's indemnity obligations hereunder shall be subject to the terms, provisions, and limitations of Section 768.28, Florida Statutes. This Section shall survive the termination or cancellation of this Agreement.

- iii. The Parties shall minimize any impact upon or to the Parcel that 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 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. With respect to the County Parcel, the provisions of Section 5 with respect to advance notice and non-disturbance continue to apply.

12. CLOSING AND POSSESSION.

A. Unless otherwise agreed by the Parties in writing, each Closing shall take place within thirty (30) days after the County Parcel Conditions Precedent to Closing and thirty (30) days after the Replacement Parcel Conditions Precedent to Closing, as applicable, are satisfied. Each 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 the Replacement Parcel Closing, the Parties shall deliver to Closing Agent the documents required under this Section 12(B) with respect to the Replacement Parcel (collectively, the "**Replacement Parcel Closing Documents**");

- i. At the Replacement Parcel Closing, Developer shall deliver the following:
 - 1. The Replacement Parcel Deed from Developer, executed and acknowledged by Developer;
 - 2. Such documents and instruments as are reasonably necessary or reasonably required by the title insurer and County to evidence the authority of Developer and its signatories to execute and deliver this the Replacement Parcel Deed and the instruments to be executed by Developer in connection with the Replacement Parcel Closing, and evidence that the execution and delivery of such instruments is the official act of Developer;
 - 3. A Settlement Statement executed by Developer;
 - 4. If applicable, a satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Replacement Parcel;

5. An original non-foreign affidavit for Developer in usual and customary form;
 6. All keys, access cards, alarm codes and similar items with respect to the Replacement Parcel;
 7. The Conditional Assignments referred to in Section 12(E)(ii) of this Agreement; and
 8. Such other assignments, bills of sale, or other ancillary agreements as are reasonably necessary in connection with the Replacement Parcel Closing, in the form reasonably approved by the Parties.
- ii. At the Replacement Parcel Closing, County shall deliver the following:
1. An easement agreement in substantially the form attached hereto as **Exhibit "J"** granting Developer a temporary construction access easement to enter onto the Replacement Parcel as necessary to achieve Final Completion; and
 2. A Settlement Statement executed by County.

C. At the County Parcel Closing, the Parties shall deliver to Closing Agent the documents required under this Section 12(C) with respect to the County Parcel (collectively, the **"County Parcel Closing Documents"**):

- i. At the County Parcel Closing, County shall deliver the following:
1. County Deed to the County Parcel from County, duly executed and acknowledged by County;
 2. Such documents and instruments as are reasonably necessary or reasonably required by the title insurer and Developer to evidence the authority of County and its signatories to execute and deliver the County and the instruments to be executed by County in connection with the County Parcel Closing, and evidence that the execution and delivery of such instruments is the official act of County;
 3. A Settlement Statement executed by County;
 4. The Post-Closing Occupancy Agreement, executed by County as licensee;
 5. If applicable, a satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the County Parcel;

6. Such other assignments, bills of sale, or other ancillary agreements as are reasonably necessary in connection with the County Parcel Closing, in the form reasonably approved by the Parties.
- ii. At the County Parcel Closing, Developer shall deliver the following:
1. The Post-Closing Occupancy Agreement, executed by Developer, as licensor;
 2. An original assignment of Construction Warranties in favor of the County, in substantially similar form as attached on **Exhibit "K"**;
 3. A Settlement Statement executed by Developer; and
 4. By wire transfer, the sum of: (a) the Punch List Holdback, or if applicable, the Early Closing Holdback in accordance with section 9(b) of this Agreement; and (b) all other funds required to be paid by Developer at the County Parcel Closing, to be identified on the Settlement Statement.

D. Closing.

- i. The Closing Agent shall be responsible for all factors required to verify the satisfaction of title requirements on the Replacement Parcel Title Commitment.
- ii. The Closing Agent shall be responsible for disbursements of funds and all closing documents, and for recordation of documents for each Closing.
- iii. As part of the Replacement Parcel Closing, the County shall direct the Closing Agent to: (a) cause the Replacement Parcel Deed and any other recorded documents in connection with the transfer of the Replacement Parcel by Developer to the County to be recorded in the Public Records of Miami-Dade County, Florida; and (b) distribute proceeds to Developer in accordance with the Settlement Statement to include, without limitation and if applicable and any costs and expenses owed by the County, as expressly set forth in this Agreement, if any, less any costs, including closing costs, owed by Developer, as expressly set forth in this Agreement.
- iv. As part of the County Parcel Closing, the County shall direct the Closing Agent to (a) cause the County Deed and any other recorded documents in connection with the transfer of the County Parcel by the County to Developer to be recorded in the Public Records of Miami-Dade County, Florida; and (b) distribute proceeds to the County in accordance with the Settlement Statement to include, without limitation, any costs and expenses owed by Developer, as expressly set forth in this Agreement and the Punch List Holdback or Early Closing Holdback, as applicable, less any costs,

including closing costs, owed by County, as expressly set forth in this Agreement.

- v. Upon receipt, County will hold the Punch List Holdback or the Early Closing Holdback in trust, in a separate account, to be used solely for payment of Project Costs in accordance with the provisions of this Agreement.
- vi. In the event of any disagreement between the Parties hereto resulting in conflicting instructions to, or adverse claims or demands upon the Closing Agent, or if a written objection is filed with Closing Agent, or Closing Agent otherwise is in doubt as to its duties, Closing Agent may: a) continue to hold the funds or documents in escrow until the matter is resolved either by joint written direction from the parties or by the Circuit Court having jurisdiction of the dispute; or (b) the Closing Agent may interplead the same in the Circuit Court and be relieved of any and all liability therefor. In any action or proceeding regarding this Agreement brought by Closing Agent or to which Closing Agent is made a party, Closing Agent will be entitled to recover its reasonable costs and attorneys' fees through appeal from the non-prevailing party (as between County and Developer).

13. CLOSING COSTS.

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

- i. Developer shall bear the expense of documentary stamps and surtax, if any, on the deed for the County Parcel and the deed for the Replacement Parcel;
- ii. Developer shall procure and bear the premium of the Developer's Alta Form 2006 title insurance policy for the County Parcel;
- iii. Developer shall bear the cost and expense of all municipal lien searches related to County Parcel and the initial municipal lien searches for the Replacement Parcel, provided, however, the County shall be responsible for any updates thereto.
- iv. Developer shall bear the cost and expense of the Inspections on the County Parcel and Surveys for the County Parcel and the Replacement Parcel.
- v. Developer shall bear the cost of recording the deeds for the County Parcel and Replacement Parcel.
- vi. For the avoidance of doubt, none of the above expenses shall be debited against the Required Minimum Investment or the Project Budget, except for the costs in an amount not-to-exceed \$38,000, for additional testing in connection with the PHASE II Environmental Site Assessment Report

requested by DERM, which Developer has agreed to pay as a Project Cost in the Project Budget.

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

- i. County shall procure and bear the premium of the County's Alta Form 2006 title insurance policy for the Replacement Parcel;
- ii. County shall bear the costs associated with additional inspections, surveys, or updates to the Municipal Lien Searches, if any, desired by the County to supplement the Inspections, Surveys and Municipal Lien Searches provided by Developer with respect to the Replacement Parcel.

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 FOR REPLACEMENT PARCEL.

The County is a political subdivision of the State of Florida and is exempt from the payment of ad valorem taxes. Therefore, the Developer shall continue to pay all ad valorem and any other taxes for the Replacement Parcel to the Replacement Parcel Closing Date and all taxes on the County Parcel from and after the County Parcel Closing Date. It shall be Developer's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro-rata taxes for the Replacement Parcel until the day to the Replacement Parcel Closing Date (together with any delinquent taxes, if any) in escrow with the Miami-Dade Tax Collector.

15. RISK OF LOSS.

The risk of loss for the County Parcel shall remain with County until the time of County Parcel Closing and shall thereafter belong solely to Developer. The risk of loss for the Replacement Parcel shall remain with Developer until the date of Substantial Completion of the New County Facilities and shall thereafter belong solely to County.

16. APPROVALS.

A. The Developer shall be responsible obtaining any and all required Replacement Parcel Entitlements and Replacement Parcel Approvals and Permits and the for the New County Facilities no later than the Replacement Parcel Entitlements Deadline. The County shall provide reasonable assistance to the Developer in connection with the Developer's obligation to obtain and maintain Replacement Parcel Entitlements and Replacement Parcel Approvals and Permits, by signing permit applications and providing the Developer with existing relevant data and documents that are within the County's exclusive custody or control; provided, however, that the County's obligation to provide such reasonable assistance shall be limited, in light of the Developer's primary role in the permitting and development of the Project, only to those actions which are legally required to be taken by the County as permittee or which involve providing information

which is in the possession of the County and in no event shall the County's assistance require the expenditure of funds or significant use of County resources. For the avoidance of doubt, the County will be the applicant under any Approval Submittals (as defined below) for the Replacement Parcel Entitlements and Developer assumes full responsibility for the Approval Submittals, hereinafter defined, including the coordination, preparation, submission, and revision of the Approval Submittals and the attendance and participation at any meetings and or hearings in connection therewith. The Developer shall be responsible for all County Parcel Approvals and Permits (as defined below) for the New Developer Project on the County Parcel. In furtherance of each Developer's obligations as set forth herein, the Developer shall have the right and obligation at all times while this Agreement remains in effect to execute, submit to and process with any and all Governmental Authorities, as applicable, all applications, petitions, site plans, plats, covenants in lieu, easements, restrictive covenants, right of way deeds, development agreements, utility reservations and agreements (including, without limitation, for potable water, waste water and other utility services), waivers of impact fees for governmental or public facilities, concurrency certificates and reservations, and other agreements, documents and/or instruments (any of the foregoing, together with all supporting materials and documents thereto, and any amended, modified, revised or supplemental submittals in connection therewith, are referred to herein collectively as the "**Approval Submittals**") necessary or required to obtain from all Governmental Authorities (i) any and all final, non-appealable (A) Replacement Parcel Entitlements to be obtained by the County for the construction of the New County Facilities on the Replacement Parcel, and (B) Replacement Parcel Permits to be obtained by Developer (subsection (i)(A) and (i)(B) collectively, the "**Replacement Parcel Approvals and Permits**"); and (ii) any and all final, non-appealable (A) approvals (including, without limitation, all variances and other governmental waivers) for the construction of the New Developer Project on the County Parcel, and (B) a Building Permit for the construction of the New Developer Project on the County Parcel ((ii)(A) and (B) collectively, the "**County Parcel Approvals and Permits**"). Developer agrees that Developer's efforts to obtain the County Parcel Approvals and Permits shall not materially or adversely interfere with the County's operations on the County Parcel during County's occupancy of the County Parcel.

B. Developer shall have the right to record any and all Approval Submittals and approvals thereof against title to the Replacement Parcel in the Public Records of Miami-Dade County, Florida, subject to the prior approval of the County not to be unreasonably conditioned, withheld or delayed. Developer shall not have the right to record any County Parcel Approvals and Permits or otherwise encumber title to the County Parcel prior to the County Parcel Closing unless, as determined solely by the County any such County Parcel Approvals and Permits or other encumbrances will not adversely impact the County's ability to sell, use or develop the County Parcel if the County Parcel Closing does not take place and this Agreement is terminated or assurances and guarantees are provided to the County, as requested by the County in its sole and absolute discretion which may include but is not limited to, the posting of an irrevocable letter of credit, to ensure that any County Parcel Approvals and Permits or other encumbrances to the County Parcel are promptly removed, satisfied or reversed, at the request of the County, if this Agreement is terminated prior to the County Parcel Closing.

C. Each Party shall cooperate with the other Party in connection with Developer's efforts to prepare, submit, process, obtain and record all Approval Submittals and approvals therewith, provided, however, that County's cooperation shall be solely in its proprietary capacity

as a party to this Agreement and the owner of the County Parcel, as limited by Section 16(A). In that regard, the County covenants and agrees, promptly upon the request of Developer (but in no event later than fifteen (15) Business Days following such request), to execute and deliver to Developer or to provide comments and revisions reasonably requested to all: (a) joinders, consents and/or other authorizations necessary for Developer to submit and process any Approval Submittal with any Governmental Authority; and (b) Approval Submittals necessary for Developer to obtain any approval of same, all subject to the limitations set forth in Section 16(B) above. If the County fails to execute and deliver to Developer or to provide comments and revisions requested to any joinder, consent, authorization or Approval Submittal within the time period required by this Section 16(C), then in addition to such failure being a breach by County under this Agreement, Developer shall have the right, at its election, to extend all dates in this Agreement including the Rider for a period of time equal to the lesser of: (x) the delay in the County executing and delivering to Developer any joinder, consent, authorization or Approval Submittal beyond the time period required herein; and (y) the delay incurred by Developer in preparing, submitting, processing, obtaining and/or recording any Approval Submittal or Approval as a result of such failure.

D. Developer shall have the right to modify, amend and/or withdraw any Approval Submittal, as well as postpone, delay and/or withdraw any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered, to address and resolve any comments, concerns or objections by any Governmental Authority or private organization, group, entity or individual. If the Developer postpones, delays and/or withdraws any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered (such public hearing is referred to herein as the **"Postponed Hearing"** and the Approval Submittal that was to be considered at such public hearing is referred to herein as the **"Postponed Approval Submittal"**) in order to address and resolve any comments, concerns or objections by any Governmental Authority or private organization, group, entity or individual, then all dates in the Pre-Development Schedule shall be extended on a day-by-day basis equal to the number of days between the date of the Postponed Hearing and the date of the re-scheduled public hearing at which the Postponed Approval Submittal is actually considered, except that: (1) no such delay shall be considered a County Delay unless County has failed to perform its limited duties as applicant as provided in this Section and such failure has caused a delay to the critical path; and (2) there shall be no extension hereunder to the Commencement of Construction Deadline, the Substantial Completion Date, the Final Completion Date, the Phase 1 Commencement Date, or the Phase 1 Completion Date, except as provided in Section 16(E) below. The County, solely in its proprietary capacity as a party to this Agreement and the owner of the County Parcel, covenants and agrees that prior to any Closing and so long as this Agreement has not been terminated: (a) not to withdraw, hinder, delay or object to the execution, delivery, preparation, submission, processing, hearing of, amendment to or modification of any Approval Submittal or approval in connection therewith in any way whatsoever (whether directly or indirectly), unless otherwise requested by Developer to do so in writing or unless such Approval Submittal is in violation of or not in compliance with Section 16(B) of this Agreement; and (b) not to seek any amendment, modification, rescission, cancellation or termination of any Approval Submittal or approval in connection therewith, whether now or hereafter existing, unless otherwise requested by Developer to do so in writing or permitted under the terms of this Agreement or unless such Approval Submittal is in violation of or not in compliance with Section 16(B) of this Agreement.

E. If the County, in its proprietary capacity and within its limited role as applicant, fails to diligently and in good-faith perform its obligations described under Section 16(A)-(C) above and such failure delays the critical path of the Project, same shall constitute a County Delay and a default under this Agreement. In such event, all dates in the Pre-Development Schedule shall be extended on a day-by-day basis until such time as the Replacement Parcel Entitlements are obtained, and Developer shall have the remedies set forth in Section 18 of this Agreement for such County default.

17. DEVELOPER'S CONSTRUCTION OF NEW COUNTY FACILITIES.

A. The Developer shall be responsible for the design, permitting, development and construction of the New County Facilities and the Trailer Relocation pursuant to and in accordance with this Agreement including the Development Rider to Exchange Agreement attached hereto as **Exhibit "M"** and made a part of this Agreement (the "**Rider**;" all references to this "Agreement" shall include the Rider and all other exhibits and schedules attached to this Agreement), and shall construct the New County Facilities in accordance with the Final Plans, as modified by Approved Change Orders, and undertake the Trailer Relocation, all with a Project Budget in the amount of Fourteen Million Two Hundred Fifty Thousand and 00/100 Dollars (\$14,250,000.00), subject to the provisions of Section 4 (B)(ii). It is understood and agreed to by the Parties that the Project Budget includes a County Contribution of Three Million Two Hundred Thousand and 00/100 (\$3,200,000.00) which shall be allocated as set forth below, and disbursed in accordance with the provisions in the Rider: (i) \$200,000 shall be allocated towards the Trailer Relocation expenses; (ii) \$500,000 shall be allocated towards Project Costs, excluding Trailer Relocation expenses; and (iii) \$2,500,000 shall be allocated towards a County Allowance for FF&E and other County Allowance Items to be selected by the County. The County, at its sole discretion, may increase the Project Budget, subject to the availability of County funds and appropriations.

B. Developer shall pay for the Project Costs associated with the design, permitting, development and construction of the New County Facilities in accordance with the Final Plans as modified by Developer Change Orders and Governmental Change Orders (for avoidance of doubt, excluding costs and expenses related to County Change Orders); provided, however, the County shall be responsible to pay for the Closing Agent, the County's title insurance costs (including, without limitation, title premium for the Replacement Parcel, but excluding, for the avoidance of doubt, any closing costs the Developer has agreed to pay under Section 13 (A)), the County's own attorneys' fees and consultants' fees for parties engaged by the County in connection with its review of any architectural, engineering, development, construction or other information and materials required for the entitlement, design, permitting, development and/or construction of the New County Facilities, and County Change Orders. If the Developer realizes project savings such that the final actual Project Costs at Final Completion are less than the amount of the Required Minimum Investment, Developer shall pay to the County one hundred (100%) percent of such project savings (for the avoidance of doubt, Developer shall pay the County an amount equal to the difference between the Required Minimum Investment and the final actual Project Costs) by authorizing the County to release from its separate account any such savings from the Early Closing Holdback or Punch List Holdback prior to disbursement of any remaining funds to Developer but in no event later than sixty (60) days following the issuance of Final Completion.

C. The Rider shall govern the rights and obligations of the parties with respect to the plan approval process, selection of design professionals and contractors, construction budgets and change orders, construction and completion, Punch List Items, construction warranties, and all other matters relating to the development, construction and completion of the New County Facilities, all on the terms and conditions set forth therein. Notwithstanding anything to the contrary contained in this Agreement or the Rider, the Developer shall have no obligation to Commence Construction of the New County Facilities unless and until all of Conditions to Commencement of Construction have been satisfied but Developer shall diligently and in good faith pursue satisfaction of all the Conditions to Commencement of Construction to which it is obligated under this Agreement and the Rider.

18. THE COUNTY AND/OR DEVELOPER'S DEFAULT; TERMINATION.

A. If either Party (the "Defaulting Party") breaches or fails, without legal excuse (i) to complete the purchase of the Replacement Parcel and/or County Parcel on the scheduled Closing Date therefor, or (ii) to perform its obligations under this Agreement and any such circumstance described in this clause (ii) continues for thirty (30) days after written notice from the other Party (the "Non-Defaulting Party") to the Defaulting Party, which written notice shall detail such default or breach, (or if such default is susceptible to cure but cannot reasonably be cured within such thirty (30) day period, then the Defaulting Party shall have such additional time as is necessary to cure such failure and no default shall be deemed to exist hereunder so long as the Defaulting Party commences such cure within such initial thirty (30) day period, diligently pursues such cure to completion within a period of time not to exceed six (6) months, and keeps the Non-Defaulting Party reasonably informed as to its cure completion progress) the Non-Defaulting Party may terminate this Agreement and pursue any action at law or in equity (including specific performance), as necessary to protect the Non-Defaulting Party from the Defaulting Party's defaults and/or to fully compensate the Non-Defaulting Party for the Defaulting Party's defaults. Notwithstanding any provision to the contrary in this Agreement, in the event Developer fails to achieve Substantial Completion of the New County Facilities on or before the Substantial Completion Date, then, the County shall have the rights as expressly provided in Section 6.12(b) and 6.12(c) of the Rider. If Developer fails to achieve Substantial Completion of the New County Facilities on or before the Substantial Completion Outside Date, inclusive of any extensions for Force Majeure, as set forth in Section 6.12(c) of the Rider, the County may exercise any of the following options, at the County's sole and absolute discretion:

- i. Grant the Developer one or more extension(s) of time to achieve Substantial Completion at the County's sole discretion, with any extensions for a period of one hundred eighty days (180) days or less to be determined by the County Mayor or County Mayor's designee, and any extensions in excess of one hundred eighty days (180) days to be determined by the Board, at the Board's sole discretion, and conditioned upon Developer's payment to the County of liquidated damages of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per day ("Extended LDs") for each day after the Substantial Completion Outside Date that the Developer has not achieved Substantial Completion of the New County Facilities until the earlier of (a) the expiration of the extension period(s) granted by the County, and (b) the date Substantial Completion of the New County Facilities is achieved.

Developer understands and agrees that it shall be prohibited from passing through or in any way transferring the liability and obligation of the Extended LDs to the Contractor for any portion of the Extended LDs exceeding One Thousand and 00/100 Dollars (\$1,000.00) per day, and Developer and Contractor provide evidence in a manner and type that is satisfactory to the County confirming that the portion of the Extended LDs exceeding One Thousand and 00/100 Dollars (\$1,000.00) per day are not considered or factored into the pricing of the Contractor's GMP Contract . If Substantial Completion is not achieved within such extended timeframe(s), the County may exercise any of the options set forth in subsections (ii) through (iv) below;

- ii. Proceed with the County Parcel Closing and require Developer to deliver to the County an amount equal to the Early Closing Holdback, plus an amount equal to an additional twenty-two (22%) percent of the Early Closing Holdback to cover County additional administrative and supervision expenses, to allow the County to complete the New County Facilities directly, and which the County may immediately draw upon and use to complete the New County Facilities. Any funds not utilized by the County for the aforementioned expenses shall be returned to the Developer in accordance with Section 6.2(c) of the Rider;
- iii. Terminate this Agreement and retain ownership of the County Parcel and the Replacement Parcel, in which case Developer shall be entitled to: (i) payment of the purchase price set forth in Section 18(F)(i) of this Agreement, and (ii) reimbursement of Developer's reasonable direct out of pocket Project Costs incurred after the Effective Date, subject to proper documentation and verification by the County, LESS (x) the amounts that would be due and payable to the County under subsection (ii) above, and (y) any amounts under the County Allowance or otherwise that were expended by the County and/or paid by the County to Developer for the New County Facilities; or
- iv. Terminate this Agreement, convey the Replacement Parcel back to the Developer in its as is condition, provided the Developer: (i) reimburses the County for (x) all closing costs and due diligence expenses incurred by County in connection with the closing of the Replacement Parcel, including but not limited to the Title Insurance Policy for the Replacement Parcel and the Phase II Environmental Study, subject to proper documentation and verification by the Developer, and (y) any amounts disbursed by the County under the County Allowance or otherwise from any other account to the Developer; and (ii) pays the County an amount equal to seven (7%) percent of the GMP Contractor Contract, which the Parties acknowledge is a reasonable estimate of the costs incurred by the County in administrative, supervisory, and other expenses related to this Agreement. The County may, additionally, pursue any action at law or in equity as necessary to fully compensate the County for the Developer's defaults.

B. In the event that either Closing does not occur by reason of a default under Section 12(B), 12(C), or 12(D) herein, the Defaulting Party shall reimburse all reasonable costs (excluding attorneys' fees) expended by the Non-Defaulting Party, including but not limited to 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 Developer or the County be liable to the other for lost profits and for consequential and/or incidental damages. For the avoidance of doubt, the provisions contained herein may be enforced by either Party by an action for and to recover damages, costs and expenses, and attorneys' fees, or by temporary, permanent, prohibitory, and/or mandatory injunctive relief, without the posting of a bond.

C. In the event the Replacement Parcel Closing does not occur on or before the Replacement Parcel Closing Deadline, Developer and the County shall each separately have the right, to be exercised upon thirty (30) days written notice to the other, to terminate this Agreement; provided, however, this Agreement shall not terminate in the event the Replacement Parcel Closing actually occurs within thirty (30) days of any such written notice. In the event of termination pursuant to this Section 18(C), each Party shall bear its own costs and expenses incurred in connection with this Agreement.

D. In the event Commencement of Construction does not occur on or before the Commencement of Construction Deadline, as may be extended by Force Majeure or County Delay, Developer and the County shall each separately have the right, to be exercised upon thirty (30) days written notice to the other, to terminate this Agreement; provided, however, this Agreement shall not terminate in the event Commencement of Construction actually occurs within thirty (30) days of any such written notice, and in the event of termination pursuant to this Section 18(D), each Party shall bear its own costs and expenses incurred in connection with this Agreement. Notwithstanding any provision to the contrary herein and any extensions to the Commencement of Construction Deadline for Force Majeure or County Delays, if Commencement of Construction does not occur on or before the Commencement of Construction Outside Date, Developer and the County shall each separately have the right, to be exercised upon thirty (30) days written notice to the other, to terminate this Agreement, and in the event of such termination pursuant to this Section 18(D), each Party shall bear its own costs and expenses incurred in connection with this Agreement.

E. Within fifteen (15) days following: (i) a determination by the County that any impact fees associated with development and construction of the New County Facilities on the Replacement Parcel are due and payable pursuant to the County Code, or (ii) the County's approval of the Final Plans, the Developer shall update the Project Costs, with the actual or estimated schedule of values, and deliver a copy thereof to the County. If the Project Costs exceed the Project Budget, Developer shall, within fifteen (15) days thereafter, present written value engineering options to the County. If within ninety (90) days of the County's approval of the Final Plans the Parties are unable to agree on value engineering options to reduce the Project Costs (excluding the County Contribution) to meet the Project Budget, then Developer shall have the right to terminate this Agreement, upon thirty (30) days written notice to the County. In the event of termination pursuant to this Section 18(E), each Party shall bear its own costs and expenses incurred in connection with this Agreement.

F. If this Agreement is terminated pursuant to Section 18(C), Section 18(D), or Section 18(E), and the County desires to retain ownership of the Replacement Parcel, the County shall notify Developer of its interest in acquiring the Replacement Parcel within fifteen (15) Business Days following the date of termination of this Agreement. Within ten (10) days of Developer's receipt of the County's notice, Developer shall first deliver to County an offer (an **"Offer Notice"**) thereof setting forth the material terms of such proposed transaction (**"Purchase Option"**). Notwithstanding the foregoing, the Parties agree, and the terms of the Offer Notice shall reflect that: (i) the purchase price under the Offer Notice issued for the Purchase Option shall be Six Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$6,950,000.00); and (ii) the Developer shall be entitled to reimbursement of its reasonable direct out of pocket Project Costs incurred after the Effective Date in connection with this Agreement up to the date of the Offer Notice, subject to proper documentation and verification by the County, and in an amount not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00); and (iii) the County will require Board approval and the applicable timelines shall reasonably reflect Board timeline processes. For a period of forty-five (45) days after County's receipt of the Offer Notice, County shall have the right to elect in writing to accept the Offer Notice described therein at the price and upon such other material terms set forth in the Offer Notice or to engage in negotiations with Developer regarding same including by providing any counter-offer, subject to the terms and conditions herein provided. If County does not elect to proceed with finalizing a transaction in accordance with its Purchase Option pursuant to this Section 18(F), Developer shall have the right to revert the Replacement Parcel (if already conveyed to the County) and consummate the proposed transaction with any other Person. In the event the Replacement Parcel is to revert to Developer, the County shall immediately deed the Replacement Parcel back to Developer, and Developer shall have the right to immediate possession of the Replacement Parcel, with any and all improvements thereon, at no cost to Developer. The effectiveness of the reverter shall take place immediately upon notice being provided by Developer in accordance with the terms and conditions of this Section 18, regardless of the deed back to Developer by the County. Developer shall retain a reversionary interest in the Replacement Parcel, which right may be exercised by Developer in accordance with this Agreement or the Replacement Parcel Deed. Upon such reversion, Developer may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

G. Notwithstanding anything contained herein to the contrary, in no event shall Developer or the County be liable to the other for lost profits and for consequential and/or incidental damages.

H. This Section 18 shall survive the expiration and/or termination of this Agreement.

19. 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.

20. 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; provided, however, Developer may assign or convey this Agreement and the Replacement Parcel to a subsidiary and/or affiliate of Developer, provided that: (i) the principals of the Developer team, including the principals of NW 74 ST TOC Development Partners, LLC as disclosed to the County prior to the Effective Date, remain responsible for the day-to-day management of the construction of the New County Facilities, until Substantial Completion thereof; and (ii) written notice of same is provided to the County no less than five (5) days prior to such assignment, along with complete, executed Ownership Disclosure Affidavits in form and substance in accordance with Applicable Law. Further, the Parties specifically agree that any proposed transferee, assignee or lessee, after written consent or written notice to the extent no consent is required, 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.

21. 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 Developer:

UniCapital Medley QOZB LLC
c/o Ivan Herrera
850 NW 42 Avenue, Suite 310
Miami FL 33126

With a copy to:

Bilzin Sumberg LLP
c/o Eric Singer, Esq.
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131

Notice to County:

Miami-Dade County
People and Internal Operations Department
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128
Attention: PIOD Director

With a copy to:

Miami-Dade County Attorney's Office
c/o Monica Rizo Perez and Sophia Guzzo

111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. BROKERAGE.

A. There are no brokerage fees or commissions payable with respect to the conveyance of the County Parcel to Developer and/or of the Replacement Parcel to the County. Developer and the County both confirm that there are no real estate brokers or agents party to this transaction and there will be no real estate commission fees claimed or due pursuant to this transaction. Each Party shall hold the other party harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, should a broker or agent claim that a real estate commission is owed or due pursuant to representation in this transaction, subject to the provisions of section 768.28, Florida Statutes.

30. 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; and (2) with regard to the Developer, any amendments, changes and/or modifications must be signed by the president of the Developer after approval by the Developer's Board of Directors.

31. SURVIVAL.

Notwithstanding any provision to the contrary herein, the covenants, disclosures, warranties, representations, indemnities, affirmations, and undertakings of the parties herein as set forth in this Agreement shall survive Closing, including, without limitation, the provisions of Section 18(F) of this Agreement.

32. 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.

33. INTENTIONALLY OMITTED.

34. SOVEREIGN RIGHTS.

A. The County retains all of its sovereign prerogatives and rights as a sovereign entity under state law. It is expressly understood that notwithstanding any provisions of this Agreement and the County's status thereunder:

- i. The County 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 Parcels, or be liable for the same including any approvals needed under zoning hearings; and
- ii. The County 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
- iii. Notwithstanding and prevailing over any contrary provision in this Agreement; nothing in this Agreement shall bind the County's Board of County Commissioners, 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 County or other applicable Governmental Authorities in the exercise of its police power.
- iv. Nothing in this Agreement shall be deemed a limitation or waiver of the County's sovereign immunity rights under Florida Statute Section 768.28.

35. 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.

36. 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.

37. DELEGATION.

A. The County delegates to the County Mayor or County Mayor's designee the power, authority, and right, on behalf of the County, and without further resolution or action of the Board of County Commissioners, to:

- i. Review and approve documents, notices, requests, and other instruments required or allowed to be submitted to the County pursuant to this Agreement;
- ii. Consent to actions, events or undertakings by Developer or extensions of time periods for which consent is required or permitted of the County;
- iii. 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;
- iv. Terminate this Agreement in accordance with the termination provisions included herein;
- v. 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;
- vi. 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 County Mayor or County Mayor's designee 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.

38. INSPECTOR GENERAL REVIEWS / AUDIT AND COMPLIANCE.

A. **Independent Private Sector Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "**IPSIG**"), whenever the County deems it appropriate to do so. Upon written notice from County, the Developer shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Developer's prices and any changes thereto approved by County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Developer, its successors and assigns. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Developer in connection with, and as and when provided under, this Agreement. The terms of this paragraph shall not impose any liability on the County by the Developer or any third party.

B. **Miami-Dade County Inspector General Review.** According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all Miami-Dade County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the

total contract amount which cost shall be included in the total contract amount. The audit cost shall be assumed by the County, and the Developer shall have no liability therefore.

C. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Miami-Dade County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed Miami-Dade County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs, all at no cost or expense to the Developer. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to a contract. The Inspector General is empowered to retain, at no expense or cost to the Developer, the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Developer, its officers, agents and employees, lobbyists, the County's staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

D. Upon written notice to Developer from the Inspector General or IPSIG retained by the Inspector General, Developer shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to the Developer. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Developer, copy all documents and records in the Developer's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project- related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records, provided that neither the Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to Developer.

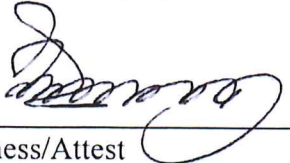
39. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, negotiations, representations, and warranties, both written and oral, with respect to such subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties after approval by the Board, as applicable. Each Party has

participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against either party.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGES AND EXHIBITS FOLLOW]*

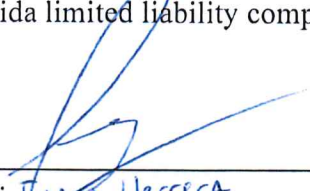
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first hereinabove written, and they intend to be legally bound hereby to all of the terms and conditions of this Agreement.


Witness/Attest
Address: 850 NW 42ND AVE STE 310


Witness/Attest
Address: 850 NW 42ND AVE STE 310

DEVELOPER:

UNICAPITAL MEDLEY QOZB LLC,
a Florida limited liability company

By: 
Name: Iván Herrera
Title: Auth Member

STATE OF Florida)
COUNTY OF Miami Dade) ss:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of July, 2025, by Iván Herrera as Auth Member of UNICAPITAL MEDLEY QOZB LLC, a Florida limited liability company. He is personally known to me or has produced State of _____ [include state of driver's license] driver's license as identification ☐.

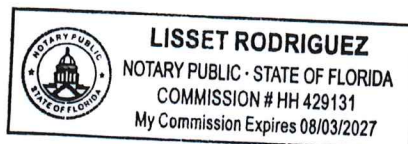

(Sign Name)
Liset Rodriguez
(Type or Print Name)

My Commission Expires:

Notary Public, State of Florida

Serial No. (none, if blank): _____

[AFFIX NOTARIAL SEAL]



THE COUNTY:

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

By: _____
Name:
Title: County Mayor

ATTEST:

By:
Clerk of the Board

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

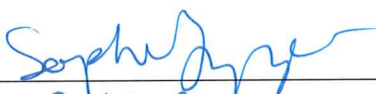
By:  _____
Name: Sophia Guzzo
Title: Assistant County Attorney
Date: 7/22/25

EXHIBIT LIST

Exhibit "A"	-	Legal Description of County Parcel
Exhibit "B"	-	Legal Description of Replacement Parcel
Exhibit "C"	-	General Warranty Deed
Exhibit "D"	-	County Deed
Exhibit "E"	-	Declaration of Restrictions
Exhibit "F"	-	Memorandum of Agreement
Exhibit "G"	-	Replacement Parcel Purchase Agreement
Exhibit "H"	-	Post-Closing Occupancy Agreement
Exhibit "I"	-	Insurance Requirements
Exhibit "J"	-	Temporary Construction Access Easement
Exhibit "K"	-	Assignment of Construction Warranties
Exhibit "M"	-	Development Rider to Exchange Agreement
Exhibit "N"	-	Design Criteria

EXHIBIT "A"

LEGAL DESCRIPTION OF COUNTY PARCEL

Tract 41, LESS the East 264 feet and LESS the South 35 feet and LESS the portion for the Palmetto Expressway as indicated in the right-of-way map, according to the Plat thereof as recorded in Plat Book 65, at Page 121, of the Public Records of Miami-Dade County, Florida, all of the preceding being in FLORIDA FRUIT LAND COMPANY'S SUBDIVISION of the Southwest¼ of Section 11, Township 53 South, Range 40 east, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

AND LESS and EXCEPT that portion of Tract 41 conveyed to the State of Florida Department of Transportation by County Deed dated February 26, 2002, filed March 12, 2002, and recorded in Official Records Book 20258, Page 1020, of the Public Records of Miami-Dade County, Florida, as more particularly described in said County Deed.

EXHIBIT "B"

LEGAL DESCRIPTION OF REPLACEMENT PARCEL

PROPERTY ADDRESS 29500 OLD DIXIE HGWY HOMESTEAD, FL 33033
LEGAL DESCRIPTION: (FURNISHED BY CLIENT)
FOLIO 30-7905-006-0010

LOTS 1, 2, 3, 4, 5, 6 AND 7. OF MASON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF. RECORDED IN PLAT BOOK 30, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

PROPERTY ADDRESS: FOLIO:30-7905-000-0221 HOMESTEAD, FL 33033
LEGAL DESCRIPTION: (FURNISHED BY CLIENT)
FOLIO: 30-7905-000-0221

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY AND BEING MORE PARTICULARLY DESCRBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4 S89°14'12"W (BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1974 NGS ADJUSTMENT) 733.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AND THE POINT OF BEG11NING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SOUTH LINE OF SW 1/4, S89°14'12"W 122.73; THENCE LEAVING SAID SOUTH LINE OF THE SW 1/4, N0°30'31"E (INTERIOR ANGLE OF 88°43'41"-DEED) 663.41 FEET (663.85 - DEED) TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SE 1/4, OF SAID SW 1/4 OF SECTION 5: THENCE ALONG SAID NORTH LINE OF THE SOUTH ½ OF THE SE 1/4, OF THE SW 1/4 OF SECTION 5, N89°16'44"E (INTERIOR ANGLE OF 91°16'21" DEED) 472.76 (470.26 DEED) TO A POINT OF INTE1SECTION WITH THE NORTHWESERLY BOUNDARY OF 'MASON'S SUBDIVISION' AS RECORDED IN PLAT BOOK 30, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY BOUNDARY S37°09'43"W (INTERIOR ANGLE OF 52°14'23'-DEED)369.9 FEET TO A POINT OF INTERSECTION WITH THE SOUIH BOUNDARY OF SAID "MASON'S SUBDIVISION", THENCE ALONG SAID SOUTH BOUNDARY OF "MASON'S SUBDIVISION". S587°53'24"E-(EXTERIOIR ANGLE OF 55°06'25"-DEED) 188.98 FEET(188.88-DEED) TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE S41°16'56"W-(INTERIOIR ANGLE OF 50°59'15"-DEED) 486.98 FEET(485.95-DEED) TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E; THENCE ALONG THE SOUTH LINE OF SAID S/W 1/4 S89°14'12"W (BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1974 NGS ADJUSTMENT) 733.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AND THE POINT OF BEGINING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SAID SOUTH LINE OF THE SW 1/4, S89°14'12"W 122.73 FEET, THENCE LEAVING SAID SOUTH LINE OF THE SW 1/4, NO°30'31"E- (INTERIOR ANGLE OF 88°43'41"-DEED) 346.50 FEET; THENCE N89°14'10"E (INTERIOR ANGLE OF 91°16'21"-DEED) 233.20 FEET TO A POINT OF INTERSECTION WITH SOUTHWESTERLY EXTENSION OF THE AFOREMENTIONED NORTHWESTERLY BOUNDARY OF "MASON'S SUBDIVISIONS", THENCE ALONG SAID NORTHWESTERLY BOUNDARY N37°09'43"E 31.31 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID "MASON'S SUBDIVISIONS": THENCE S87°53'24"E 188.98 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINES S41°16'56"W (INTERIOR ANGLE OF 50°59'15"-DEED) 486.98 FEET (484.95-DEED) TO THE POINT OF BEGINNING.

AND

PROPERTY ADDRESS: FOLIO:30-7905-000-0291 HOMESTEAD FL 33033

LEGAL DESCRIPTION: (FURNISHED BY CLIENT)

FOLIO: 30-7905-000-0291

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING SOUTHWESTERLY OF CANAL RIGHT-OF-WAY #103, IN SECTION 5, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ALL LYING AND BEING IN MIAMI DADE COUNTY, FLORIDA

EXHIBIT "C"

GENERAL WARRANTY DEED

Prepared by:

Rafael Paz, Esq.
Bilzin Sumberg
1450 Brickell Avenue, 23 Floor
Miami, Florida 33131

After recording to be returned to:

Raquel M. Matas, Esq.
Miami-Dade County
111 N.W. First Street, Suite 2460
Miami, Florida 33128

Folio Nos: 30-7905-006-0010
30-7905-000-0221
30-7905-000-0291

GENERAL WARRANTY DEED

THIS INDENTURE made this _____ day of _____, 20____, between **UniCapital Medley QOZB LLC**, a Florida limited liability company, with an address of 850 N.W. 42 Avenue, Suite 310, Miami, Florida 33126 ("**Grantor**"), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, with an address 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128 ("**Grantee**");

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said Grantor, for and in consideration of the sum of **TEN AND 00/100 DOLLARS (\$10.00)** and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County, Florida** to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF**

SUBJECT TO THE FOLLOWING:

1. Taxes and assessments for the year 20____, and all subsequent years; and
2. Zoning and/or restrictions and prohibitions imposed by governmental authority; and
3. Restrictions, reservations, covenants, conditions, limitations, easements and rights-of-way of record, without the intention of re-imposing same.

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

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of the Property hereby conveyed in fee simple; that it has good right and lawful authority to sell and convey said Property; that it hereby fully warrants the title to said Property, subject to the exceptions set forth above, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hands and seal the day and year first above written.

Witnesses:

Name: _____
Address: _____

Name: _____
Address: _____

GRANTOR:

UNICAPITAL MEDLEY QOZB LLC,
a Florida limited liability company,

By: _____
Name: Ivan A. Herrera
Title: Member

By: _____
Name: Ania Herrera
Title: Member

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization on _____, 2025 by Ivan A. Herrera as Authorized Member of UNICAPITAL MEDLEY QOZB LLC, a Florida limited liability company on behalf of the company. He is ☐ personally known to me or has ☐ produced a _____ as identification.

[SEAL]

My Commission Expires:

Print or Stamp Name: _____
Notary Public, State of Florida

EXHIBIT A TO WARRANTY DEED

LEGAL DESCRIPTION OF PROPERTY

PROPERTY ADDRESS 29500 OLD DIXIE HGWY HOMESTEAD, FL 33033
LEGAL DESCRIPTION: (FURNISHED BY CLIENT)
FOLIO 30-7905-006-0010

LOTS 1, 2, 3, 4, 5, 6 AND 7. OF MASON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF. RECORDED IN PLAT BOOK 30, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

PROPERTY ADDRESS: FOLIO:30-7905-000-0221 HOMESTEAD, FL 33033
LEGAL DESCRIPTION: (FURNISHED BY CLIENT)
FOLIO: 30-7905-000-0221

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY AND BEING MORE PARTICULARLY DESCRBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4 S89°14'12"W (BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1974 NGS ADJUSTMENT) 733.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SOUTH LINE OF SW 1/4, S89°14'12"W 122.73; THENCE LEAVING SAID SOUTH LINE OF THE SW 1/4, N0°30'31"E (INTERIOR ANGLE OF 88°43'41"-DEED) 663.41 FEET (663.85 - DEED) TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SE 1/4, OF SAID SW 1/4 OF SECTION 5: THENCE ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SE 1/4, OF THE SW 1/4 OF SECTION 5, N89°16'44"E (INTERIOR ANGLE OF 91°16'21" DEED) 472.76 (470.26 DEED) TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY BOUNDARY OF 'MASON'S SUBDIVISION' AS RECORDED IN PLAT BOOK 30, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY BOUNDARY S37°09'43"W (INTERIOR ANGLE OF 52°14'23"-DEED) 369.9 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID "MASON'S SUBDIVISION", THENCE ALONG SAID SOUTH BOUNDARY OF "MASON'S SUBDIVISION", S58°53'24"E-(EXTERIOIR ANGLE OF 55°06'25"-DEED) 188.98 FEET(188.88-DEED) TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE S41°16'56"W-(INTERIOIR ANGLE OF 50°59'15"-DEED) 486.98 FEET(485.95-DEED) TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E; THENCE ALONG THE SOUTH LINE OF SAID S/W 1/4 S89°14'12"W (BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1974 NGS ADJUSTMENT) 733.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AND THE POINT OF BEGINING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SAID SOUTH LINE OF THE SW 1/4, S89°14'12"W 122.73 FEET, THENCE LEAVING SAID SOUTH LINE OF THE SW 1/4, NO°30'31"E- (INTERIOR ANGLE OF 88°43'41"-DEED) 346.50 FEET; THENCE N89°14'10"E (INTERIOR ANGLE OF 91°16'21"-DEED) 233.20 FEET TO A POINT OF INTERSECTION WITH SOUTHWESTERLY EXTENSION OF THE AFOREMENTIONED NORTHWESTERLY BOUNDARY OF "MASON'S SUBDIVISIONS", THENCE ALONG SAID NORTHWESTERLY BOUNDARY N37°09'43"E 31.31 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID "MASON'S SUBDIVISIONS": THENCE S87°53'24"E 188.98 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINES S41°16'56"W (INTERIOR ANGLE OF 50°59'15"-DEED) 486.98 FEET (484.95-DEED) TO THE POINT OF BEGINNING.

AND

PROPERTY ADDRESS: FOLIO:30-7905-000-0291 HOMESTEAD FL 33033

LEGAL DESCRIPTION: (FURNISHED BY CLIENT)

FOLIO: 30-7905-000-0291

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING SOUTHWESTERLY OF CANAL RIGHT-OF-WAY #103, IN SECTION 5, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ALL LYING AND BEING IN MIAMI DADE COUNTY, FLORIDA

EXHIBIT "D"

COUNTY DEED

Instrument prepared by:

Record and return to:

Raquel M. Matas, Esq.

Miami-Dade County

111 N.W. First Street, Suite 2460

Miami, Florida 33128

Folio No.: 22-3011-002-0700

COUNTY DEED

THIS COUNTY DEED, made this _____ day of _____, 20____ by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Suite 2460, Miami, Florida 33128, and **UNICAPITAL MEDLEY QOZB LLC**, a Florida limited liability company (hereinafter "Grantee") whose address is 850 N.W. 42 Avenue, Suite 310, Miami, Florida 33126.

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.
- (2) Any and all right, title, and interest in the Property is and shall be subject to the Declaration of Restrictions which is recorded contemporaneously with this County Deed.

(3) For a period of twenty (20) years commencing on the 120th day following the date this County Deed is recorded in the public records of Miami-Dade County, Florida, the Property shall be developed and used primarily for residential purposes.

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: _____

Print Name: _____

Date: _____
Address: 73 W. Flagler Street
Miami, Florida 33130

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 _____ 20__.

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

LEGAL DESCRIPTION OF PROPERTY

Tract 41, LESS the East 264 feet and LESS the South 35 feet and LESS the portion for the Palmetto Expressway as indicated in the right-of-way map, according to the Plat thereof as recorded in Plat Book 65, at Page 121, of the Public Records of Miami-Dade County, Florida, all of the preceding being in FLORIDA FRUIT LAND COMPANY'S SUBDIVISION of the Southwest $\frac{1}{4}$ of Section 11, Township 53 South, Range 40 east, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

AND LESS and EXCEPT that portion of Tract 41 conveyed to the State of Florida Department of Transportation by County Deed dated February 26, 2002, filed March 12, 2002, and recorded in Official Records Book 20258, Page 1020, of the Public Records of Miami-Dade County, Florida, as more particularly described in said County Deed.

EXHIBIT "E"

FORM OF DECLARATION OF RESTRICTIONS

Please return a copy of this document to:
Raquel M. Matas
Real Estate Development Division
People and Internal Operations Department
Miami-Dade County
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128

Folio Number: 22-3011-002-0700

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS ("Declaration") is made this ____ day of _____, 20__ by and between Miami-Dade County, a political subdivision of the State of Florida ("**County**") whose address is Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128, and Unicapital Medley QOZB LLC, a Florida limited liability company ("**Declarant**"), whose local address is 850 N.W. 42 Avenue, Suite 310, Miami, Florida.

Recitals

WHEREAS, pursuant to that certain Exchange Agreement dated _____, 20__ between County and Developer (the "**Exchange Agreement**"), the County has approved the conveyance to Declarant of that certain real property, located at 7401 N.W. 74 Street, Miami, Florida, subject to the execution of this Declaration of Restrictions (the "**Declaration**"), legally described as follows:

Folio Number: 22-3011-002-0700 (the "**Property**") as further described in **Exhibit "A"**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Declarant hereby acknowledges and agrees that this Declaration was an inducement and part of the consideration to the County for the conveyance of the Property to the Declarant; and

WHEREAS, the Declarant also acknowledges and agrees that by and in accordance the terms and conditions of this Declaration that it shall construct on the Property a minimum of one hundred (100) apartments for households earning up to one hundred twenty (120%) percent of the Area Median Income, as may be adjusted over time by the United States Department of Housing and Urban Development, and a trolley stop; and

WHEREAS, the Declarant agrees that after construction of the residential housing and the other improvements to the Property, the Declarant shall be solely responsible, at its sole cost and expense, to maintain, operate, and otherwise manage the residential housing, along with all of the other improvements on the Property, without any assistance of the County; and

WHEREAS, the Declarant further acknowledges and agrees that this Declaration runs with the land, in favor of the County; and

NOW THEREFORE, in order to ensure the County that the representations made by the Declarant will be abided by, the Declarant, for sufficient consideration, makes the following declarations covering and running with the Property.

Declarant hereby agrees and stipulates as follows:

1. **Definitions.**

(a) **“Affordable Housing”** means housing restricted to households with income up to one hundred twenty percent (120%) of the most recent Area Median Income for Miami-Dade County, with the monthly rents not exceeding thirty (30) percent of gross income for the household, in accordance with Section 420.9071, Florida Statutes.

(b) **“Affordable Housing Unit”** or **“Affordable Housing Units”** shall have the respective meaning ascribed to it in Section 2.

(c) **“Area Median Income”** means the median income level for the Miami-Dade County Metropolitan Statistical Area, as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development (“HUD”), and adjusted for household size (see also, 12 CFR Section 228.12(b)).

(d) **“Control Period”** means the 20-year period during which the Affordable Housing restrictions shall apply to the Property, which period shall commence from the date the first Affordable Housing Unit is occupied by a person(s) qualified for Affordable Housing as evidenced by the issuance of certificate of occupancy or temporary certificate of occupancy for the applicable portion of the project developed on the Property.

(e) **“County”** means Miami-Dade County.

(f) **“Department”** means, unless otherwise indicated, the Miami-Dade County Animal Services Department, or any other successor agency.

(g) **“Eligible Household”** means a household whose total income is up to 120% of Area Median Income.

(h) **“Project”** means the construction by the Declarant of a minimum of one hundred (100) apartments for households earning up to one hundred twenty (120%) percent

of the Area Median Income, as may be adjusted over time by the United States Department of Housing and Urban Development, and a trolley stop.

(i) **“Qualified Household”** means an Eligible Household that has been determined by the Declarant to comply with the income requirements for Affordable Housing.

2. **Declarant’s Affordable Housing Commitment.** Declarant agrees to set aside one hundred (100) apartments of the total number of residential apartment units developed on the Property for Affordable Housing (each, an **“Affordable Housing Unit,”** and collectively, the **“Affordable Housing Units”**), and shall maintain such Affordable Housing Units during the Control Period in accordance with the requirements of this Declaration.
3. **Leasing of Affordable Housing Units During Control Period.** The Declarant shall construct the Project on the Property, consisting, in part, of a minimum of one hundred (100) apartments which shall all be Affordable Housing Units, and as such shall be leased only to Qualified Households during the Control Period, consistent with all applicable laws. The Affordable Housing Unit leases shall, at minimum, include: (i) provisions that specify the maximum household size allowed in the unit; (ii) a prohibition against subleasing; and (iii) a requirement that the Qualified Household shall report any changes in household size or income during the Qualified Household’s tenancy.
4. **Limits on Affordable Housing Unit Rents.** Before the expiration of the Control Period, the maximum rent for the Affordable Housing Units shall be governed by the rent limit amounts established annually by the Florida Housing Finance Corporation for the type and size of unit for the Miami-Miami Beach-Kendall HMFA (Miami-Dade County), adjusted for family and unit size.
5. **Annual Report.** The Declarant shall maintain records and upon annually, without demand or any request, provide an annual report to the Department describing whether or not all of the Affordable Housing Units are being leased to Eligible Households.
6. **Trolley Stop.** The Declarant shall design and construct a trolley stop adjacent to the County Parcel for use by the County, the City of Doral and/or the Town of Medley, to facilitate trolley services to the Palmetto Metrorail Station and other area locations, subject to approval by the applicable agencies having jurisdiction.
7. **Expiration of Control Period.** The Control Period shall expire twenty (20) years from the date the first Affordable Housing Unit is first placed into service, as evidenced by the issuance of a certificate of occupancy or temporary certificate of occupancy by a local government agency for any building on the Property containing the Affordable Housing Units or a portion thereof. Within thirty (30) days following the expiration of the Control Period, the County shall record in the Public Records of Miami-Dade County an instrument releasing this Declaration and the Affordable Housing restrictions herein, and the Declarant, or its successors and assigns, may freely lease or sell the Property or individual units at market rates. In the event of a delayed recording by the County, Declarant shall nonetheless be permitted to immediately, freely lease or sell the Property and the Affordable

Housing Units at the market rate upon the expiration of the Control Period.

8. **County Inspection.** It is hereby agreed that County, or its duly authorized agents, shall have the right upon seven (7) calendar days' notice to the Declarant, to inspect the Property, as well as the Declarant's records pertaining to the Affordable Housing Units, and/or other records and documents, each as reasonably necessary to determine whether the requirements in the Exchange Agreement and/or this Declaration are being fully complied with by the Declarant, and/or any of its successors or assigns. And the Declarant hereby agrees that in the event it is determined by the County and/or any other governmental entity that the Declarant failed to lease the apartments to Qualified Households, it shall be an event of default, subjecting the Declarant to civil penalties, forfeiture of the Property to the County, and/or court-ordered specific performance.
9. **Covenant Running with the Land.** The Declaration shall be recorded by Declarant, at its cost and expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the owner(s) having title to the Property during the term of the Control Period. At any time that this Declaration is terminated by its own terms, or is terminated or partially terminated pursuant to an Order of Court, the County shall execute a termination, partial termination and/or release of this Declaration as requested by Declarant for recording in the public records of Miami-Dade County, provided that the County agrees with same, in its reasonable discretion; and provided further, this Declaration shall terminate automatically upon expiration of the Control Period, or any extension thereof, regardless of whether the Declarant requests and/or the County executes such termination or release. The Declarant and its successors and assigns, having title to the Property, agree that acceptance of this Declaration is legally binding upon the owners holding title to the Property and does not in any way obligate or provide a limitation on the County except as expressly set forth herein. Wherever in this Declaration the term "Declarant" is used, it shall be deemed to apply, and be construed as applying, with the same strength, force and effect on subsequent owner(s) having title to the Property as if such party(ies) had been specifically named herein.
10. **County as Beneficiary.** The County is the beneficiary of this Declaration; and, as such, the County may enforce these restrictive covenants by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, as well as civil penalties.
11. **Modification, Amendment, Release.** The Declaration may only be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the County consents to the modification, amendment, or release. It is provided, however, in the event that the Property is annexed to an existing municipality or the Property is incorporated into a new municipality, any modification, amendment, or release shall not become effective until it is approved by such municipality, as well as the County.
12. **Severability.** Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the Miami-Dade County, Florida shall be entitled to revoke any approval predicated upon the invalidation portion.

13. **Laws and Venue.** This document shall be construed in accordance with the laws of Florida and venue shall be Miami-Dade County, Florida.
14. **Survival.** This Declaration shall survive any proceedings in foreclosure, bankruptcy, probate or any other proceedings at law or in equity.
15. **Headings.** The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.
16. **Severability.** The County and the Declarant agree that the invalidation of any one or more of the covenants found in this Declaration, by judgment of a court, shall not affect any of the other provisions, which shall remain in full force and effect.
17. **Recording.** This Declaration shall be recorded in the public records of Miami-Dade County, Florida at the cost of Declarant. This Declaration shall become effective and commence immediately upon the date of recordation of this Declaration in the public records of Miami-Dade County, Florida (the “**Recordation Date**”).
18. **Sovereign Rights.** The County and the Declarant hereby acknowledge and agree that the County retains all of its sovereign prerogatives and rights as a county under state law with respect to the planning, design, construction, development and operations on the Property. It is expressly understood that notwithstanding any provisions of this Declaration and the County's status thereunder:
 - (a) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under state 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 planning, design, construction and development on the Property, or the operation thereof, or be liable for the same, including any approvals needed under zoning hearings; and
 - (b) The County shall not, by virtue of this Declaration, be obligated to grant the Declarant 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 operations on the Property; and
 - (c) Notwithstanding and prevailing over this Declaration, nothing contained in this Declaration shall bind the Miami-Dade County Board of County Commissioners, Miami-Dade 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 County and/or other applicable governmental agencies in the exercise of their police powers.

19. **Third Party Beneficiary Interest.** Nothing in this Declaration, express or implied, is intended to: (a) confer upon any entity or person, other than the County, any right or remedy by virtue of this Declaration; or (b) authorize anyone not a party to this Declaration to maintain an action pursuant to or based upon this Declaration.
20. **Incorporation of Recitals.** The County and the Declarant hereby acknowledge and agree that the recitals in this Declaration are hereby true and correct, and are incorporated into this Declaration as though fully set forth herein.
21. **Notices.** All notices, demands or requests by County to Declarant shall be deemed to have been properly served or given, if addressed to Declarant as follows:

Unicapital Medley QOZB, LLC
850 N.W. 42 Avenue, Suite 310
Miami, Florida, 33126
Attn: Mr. Ivan Herrera

and to such other address and to the attention of such other party as Declarant may, from time to time, designate by written notice to County. If Declarant at any time during the term hereof changes its office address as herein stated, Declarant will promptly give notice of same in writing to Landlord.

All notices, demands or requests by Declarant to County shall be deemed to have been properly served or given if addressed to Miami-Dade County, People & Internal Operations Department, Real Estate Development Division, Stephen P. Clark Center, 111 N.W. 1 Street, Suite 2460, Miami, Florida 33128, Attn: Director; and also addressed to the County Attorney, Stephen P. Clark Center, 111 N.W. 1 Street, 28th Floor, Miami, Florida, 33128, and to such other addresses and to the attention of such other parties as County may, from time to time, designate by written notice to Declarant. If the County at any time during the term hereof changes its office address as herein stated, County will promptly give notice of same in writing to Declarant.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, the County and the Declarant, and their successors and assigns, covenants and agrees to the terms, conditions, and restrictions imposed as aforesaid, and all of which shall be binding upon the Declarant, and its successors and assigns, during the term of this Declaration, and they have caused this Declaration to be executed by their respective and duly authorized representatives on the dates indicated below.

MIAMI-DADE COUNTY, FLORIDA, a
political subdivision of the State of Florida by
its Board of County Commissioners

By: _____

Name: _____

Title: _____

ATTEST:

_____, CLERK

By: _____

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

Name: _____

Title: Assistant County Attorney

UNICAPITAL MEDLEY QOZB, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

Witnesses:

(Signature)

(Print Name)

Witness Address

Witness City, State, Zip

(Signature)

(Print Name)

Witness Address

Witness City, State, Zip

The foregoing instruments were acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____, of UNICAPITAL MEDLEY QOZB, LLC, a Florida Limited Liability Company, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A TO DECLARATION OF RESTRICTIONS

LEGAL DESCRIPTION OF PROPERTY

Tract 41, LESS the East 264 feet and LESS the South 35 feet and LESS the portion for the Palmetto Expressway as indicated in the right-of-way map, according to the Plat thereof as recorded in Plat Book 65, at Page 121, of the Public Records of Miami-Dade County, Florida, all of the preceding being in FLORIDA FRUIT LAND COMPANY'S SUBDIVISION of the Southwest¼ of Section 11, Township 53 South, Range 40 east, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

AND LESS and EXCEPT that portion of Tract 41 conveyed to the State of Florida Department of Transportation by County Deed dated February 26, 2002, filed March 12, 2002, and recorded in Official Records Book 20258, Page 1020, of the Public Records of Miami-Dade County, Florida, as more particularly described in said County Deed.

EXHIBIT "F"

MEMORANDUM OF AGREEMENT

This Instrument Prepared by,
Record and Return To:
Raquel M. Matas, Esq.
Miami-Dade County
111 N.W. First Street, Suite 2460
Miami, Florida 33128

MEMORANDUM OF AGREEMENT

By this Memorandum of Agreement ("**Memorandum**") entered into this ____ day of _____, 20__ ("**Effective Date**"), **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "**County**"), **UNICAPITAL MEDLEY QOZB LLC**, a Florida limited liability company ("**Developer**"), 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. Developer is under contract to acquire the real property located in Miami-Dade County, Florida described on the attached **Exhibit "B"** (the "**Replacement Parcel**")

C. County and Developer are parties to that certain Exchange Agreement dated _____, 2025 (the "**Agreement**"), pursuant to which County has contracted to acquire the Replacement Parcel and Developer has contracted to acquire the County Parcel.

D. Pursuant to Section 6(E) and 6(F) of the Agreement, the Parties agreed to record in public record the following terms in a memorandum of agreement:

Developer warrants and represents that no person or entity is living on or occupying the Replacement Parcel (or any portion thereof) and that Developer shall not otherwise permit the use or occupancy of the Replacement Parcel (or any portion thereof) by, any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, government unit, and that (i) there are no other agreements, oral or written that permits the use or occupancy of any portion of the Replacement Parcel; (ii) Developer shall not permit the use or occupancy of any portion of the Replacement Parcel subsequent to the Effective Date; (iii) Developer will indemnify, defend and hold harmless the County, its agencies, instrumentalities, commissioners, trustees, officers, employees, and agents from and against all persons claiming an interest in possession of the Replacement Parcel or any portion thereof that is contrary to the representations in this subsection.

Following the Effective Date, neither the County nor Developer 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. Developer and County desire to give actual and constructive notice to all persons interested in the Replacement 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 6(E) and 6(F) of the Agreement 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

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 _____ 20__.

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: _____

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

DEVELOPER:

UNICAPITAL MEDLEY QOZB LLC, a Florida
limited liability company

Witness/Attest

Address: _____

By: _____

Name: _____

Title: _____

Witness/Attest

Address: _____

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 20__, by _____, as
_____ of UNICAPITAL MEDLEY QOZB LLC, a Florida limited liability company.
He/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 TO MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION OF COUNTY PARCEL

Tract 41, LESS the East 264 feet and LESS the South 35 feet and LESS the portion for the Palmetto Expressway as indicated in the right-of-way map, according to the Plat thereof as recorded in Plat Book 65, at Page 121, of the Public Records of Miami-Dade County, Florida, all of the preceding being in FLORIDA FRUIT LAND COMPANY'S SUBDIVISION of the Southwest¼ of Section 11, Township 53 South, Range 40 east, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

AND LESS and EXCEPT that portion of Tract 41 conveyed to the State of Florida Department of Transportation by County Deed dated February 26, 2002, filed March 12, 2002, and recorded in Official Records Book 20258, Page 1020, of the Public Records of Miami-Dade County, Florida, as more particularly described in said County Deed.

EXHIBIT B TO MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION OF REPLACEMENT PARCEL

PROPERTY ADDRESS 29500 OLD DIXIE HGWY HOMESTEAD, FL 33033
LEGAL DESCRIPTION: (FURNISHED BY CLIENT)
FOLIO 30-7905-006-0010

LOTS 1, 2, 3, 4, 5, 6 AND 7. OF MASON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF. RECORDED IN PLAT BOOK 30, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

PROPERTY ADDRESS: FOLIO:30-7905-000-0221 HOMESTEAD, FL 33033
LEGAL DESCRIPTION: (FURNISHED BY CLIENT)
FOLIO: 30-7905-000-0221

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY AND BEING MORE PARTICULARLY DESCRBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4 S89°14'12"W (BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1974 NGS ADJUSTMENT) 733.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AND THE POINT OF BEG11NING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SOUTH LINE OF SW 1/4, S89°14'12"W 122.73; THENCE LEAVING SAID SOUTH LINE OF THE SW 1/4, N0°30'31"E (INTERIOR ANGLE OF 88°43'41"-DEED) 663.41 FEET (663.85 - DEED) TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SE 1/4, OF SAID SW 1/4 OF SECTION 5: THENCE ALONG SAID NORTH LINE OF THE SOUTH ½ OF THE SE 1/4, OF THE SW 1/4 OF SECTION 5, N89°16'44"E (INTERIOR ANGLE OF 91°16'21" DEED) 472.76 (470.26 DEED) TO A POINT OF INTE1SECTION WITH THE NORTHWESERLY BOUNDARY OF 'MASON'S SUBDIVISION' AS RECORDED IN PLAT BOOK 30, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY BOUNDARY S37°09'43"W (INTERIOR ANGLE OF 52°14'23'-DEED)369.9 FEET TO A POINT OF INTERSECTION WITH THE SOUIH BOUNDARY OF SAID "MASON'S SUBDIVISION", THENCE ALONG SAID SOUTH BOUNDARY OF "MASON'S SUBDIVISION", S587°53'24"E-(EXTERIOIR ANGLE OF 55°06'25"-DEED) 188.98 FEET(188.88-DEED) TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE S41°16'56"W-(INTERIOIR ANGLE OF 50°59'15"-DEED) 486.98 FEET(485.95-DEED) TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E; THENCE ALONG THE SOUTH LINE OF SAID S/W 1/4 S89°14'12"W (BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1974 NGS ADJUSTMENT) 733.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AND THE POINT OF BEGINING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SAID SOUTH LINE OF THE SW 1/4, S89°14'12"W 122.73 FEET, THENCE LEAVING SAID SOUTH LINE OF THE SW 1/4, NO°30'31"E- (INTERIOR ANGLE OF 88°43'41"-DEED) 346.50 FEET; THENCE N89°14'10"E (INTERIOR ANGLE OF 91°16'21"-DEED) 233.20 FEET TO A POINT OF INTERSECTION WITH SOUTHWESTERLY EXTENSION OF THE AFOREMENTIONED NORTHWESTERLY BOUNDARY OF "MASON'S SUBDIVISIONS", THENCE ALONG SAID NORTHWESTERLY BOUNDARY N37°09'43"E 31.31 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID "MASON'S SUBDIVISIONS": THENCE S87°53'24"E 188.98 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINES S41°16'56"W (INTERIOR ANGLE OF 50°59'15"-DEED) 486.98 FEET (484.95-DEED) TO THE POINT OF BEGINNING.

AND

PROPERTY ADDRESS: FOLIO:30-7905-000-0291 HOMESTEAD FL 33033

LEGAL DESCRIPTION: (FURNISHED BY CLIENT)

FOLIO: 30-7905-000-0291

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING SOUTHWESTERLY OF CANAL RIGHT-OF-WAY #103, IN SECTION 5, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ALL LYING AND BEING IN MIAMI DADE COUNTY, FLORIDA

EXHIBIT “G”

REPLACEMENT PARCEL PURCHASE AGREEMENT

Commercial Contract



1 1. PARTIES AND PROPERTY: 8500 Biscayne Partners LLC ("Buyer")
2 agrees to buy and DCG INVESTMENTS INC ("Seller")
3 agrees to sell the property at:
4 Street Address: 29500 Old Dixie Hwy, Homestead, FL 33033 Folio numbers: 30-7905-006-0010, 30-7905-000-0221,
5 30-7905-000-0291
6 Legal Description: SEE EXHIBIT A
7
8 and the following Personal Property: _____
9
10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 2. PURCHASE PRICE: \$ 6,950,000.00
12 (a) Deposit held in escrow by: CARRERA & AMADOR, P.A. \$ 100,000.00
13 ("Escrow Agent") (checks are subject to actual and final collection)
14 Escrow Agent's address: 221 SW 42ND AVE FL 3, MIAMI, FL Phone: 3054411544
15 (b) Additional deposit to be made to Escrow Agent
16 ☒ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
17 ☐ within ____ days after Effective Date \$ 200,000.00
18 (c) Additional deposit to be made to Escrow Agent
19 ☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
20 ☐ within ____ days after Effective Date \$ _____
21 (d) Total financing (see Paragraph 5) \$ _____
22 (e) Other \$ _____
23 (f) All deposits will be credited to the purchase price at closing.
24 Balance to close, subject to adjustments and prorations, to be paid
25 via wire transfer. \$ 6,650,000.00
26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
27 Buyer's written notice of acceptability.

28 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before February 6, 2025, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
33 N/A. Calendar days will be used when computing time periods, except time periods of 5
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
36 business day. Time is of the essence in this Contract.

37 4. CLOSING DATE AND LOCATION:
38 (a) Closing Date: This transaction will be closed on April 22, 2025 (Closing Date), unless
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
40 including, but not limited to, Financing and Due Diligence periods. In the event Insurance underwriting is suspended

Buyer (MA) (____) and Seller (DC) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

41 on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after
42 the insurance underwriting suspension is lifted.

43 (b) Location: Closing will take place in MIAMI DADE County, Florida. (If left blank, closing will take place in the
44 county where the property is located.) Closing may be conducted by mail or electronic means.

45 **5. THIRD PARTY FINANCING:**

46 **BUYER'S OBLIGATION:** On or before _____ days (5 days if left blank) after Effective Date, Buyer will apply for third
47 party financing in an amount not to exceed _____% of the purchase price or \$_____, with a fixed
48 interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or
49 commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized
50 over _____ years, with additional terms as follows: This is an "all cash" transaction with no  DC
51 _____ financing contingency.

52 Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
53 lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left
54 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close
55 the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage
56 broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon
57 obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and reasonable
58 diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left blank)
59 deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.
60 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter.
61 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of
62 those conditions of Loan Approval related to the Property. **DEPOSIT(S)** (for purposes of Paragraph 5 only): If Buyer
63 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and
64 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or
65 before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both
66 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving
67 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use
68 good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction
69 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms
70 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-
71 approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

72 **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty
73 deed ☐ special warranty deed ☐ other _____, free of liens, easements and
74 encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
76 matters to which title will be subject) None

77 _____;
78 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
79 Property as _____ All legal purposes

80 (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent
81 and pay for the title search and closing services. Seller will, at (check one) ☐ Seller's ☒ Buyer's expense and
82 within _____ days after Effective Date or at least 15 days before Closing Date deliver to Buyer (check one)
83 ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by
84 Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase
85 price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and
86 Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. ☐ (ii) an
87 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
88 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
89 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy
90 exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or

Buyer (AD) and Seller (DC) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

91 Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such
92 an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

93 (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller
94 of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2)
95 Buyer delivers proper written notice and Seller cures the defects within 10 days from receipt of the notice
96 ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the
97 Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the
98 scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be
99 cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days
100 from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept
101 title subject to existing defects and close the transaction without reduction in purchase price.

102 (c) Survey: (check applicable provisions below)

103 ☒ Seller will, within 6 days from Effective Date, deliver to Buyer copies of prior surveys,
104 plans, specifications, and engineering documents, if any, and the following documents relevant to this
105 transaction:

Recertification Letter

DC

107 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this
108 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the
109 date this Contract is terminated.

110 ☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine
111 title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
112 encroachments on the Property or that the improvements encroach on the lands of another, ☐ Buyer will
113 accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be
114 cured within the Curative Period.

115 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

116 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition,
117 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller
118 makes no warranties other than marketability of title. In the event that the condition of the Property has materially
119 changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a
120 refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required
121 condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ (1.5% of
122 the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any
123 defects in the Property. (Check (a) or (b))

124 ☐ (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
125 condition.

126 ☒ (b) Due Diligence Period: Buyer will, at Buyer's expense and within 45 days from Effective Date ("Due
127 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the
128 term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which
129 Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural,
130 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
131 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,
132 state and regional growth management and comprehensive land use plans; availability of permits, government
133 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground
134 water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to
135 Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property
136 is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in
137 its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the
138 Property at any time during the term of this Contract for the purpose of conducting inspections, upon reasonable
139 notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter
140 the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from
141 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from
142 liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer
143 will not engage in any activity that could result in a mechanic's lien being filed against the Property without
144 Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

Buyer ☒ () and Seller ☒ () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

145 Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the
146 Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a
147 result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that
148 Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

149 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the
150 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
151 to ensure that all Property is on the premises.

152 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any
153 business conducted on the Property in the manner operated prior to Contract and will take no action that would
154 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting
155 vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted ☒ only with
156 Buyer's consent ☐ without Buyer's consent.

157 9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
158 the norms where the Property is located.

159 (a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at
160 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
161 mailboxes, and security systems.

162 (b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
163 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
164 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
165 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

166 (c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
167 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
168 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
169 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
170 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
171 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if
172 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or
173 Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the
174 change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller, if requested by the
175 Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will
176 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the
177 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the
178 requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement,
179 mortgages and notes, security agreements, and financing statements.

180 (d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond
181 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
182 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
183 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
184 allowance being made for improvements and exemptions. ~~Any tax proration based on an estimate will, at request~~
185 ~~of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.~~

186 (e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date
187 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
188 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
189 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
190 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
191 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
192 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
193 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
194 does not apply to condominium association special assessments.

195 (f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA,
196 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
197 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer (AM) () and Seller (DC) () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:
 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.
 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

Buyer (P15) and Seller (DC) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

251 17. DISCLOSURES:

252 (a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 (b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

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

264 (d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by
265 Section 553.996, Florida Statutes.

266 18. RISK OF LOSS:

267 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will
268 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to
269 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and
270 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim
271 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any
272 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of
273 the Buyer.

274 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
275 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
276 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
277 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
278 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate
279 with and assist Buyer in collecting any such award.

280 19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not
281 assignable ☒ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement
282 to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This
283 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if
284 assignment is permitted) Buyer will not be released from liability under this contract in the event
Buyer assigns.

285 20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller.
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
291 construed under Florida law and will not be recorded in any public records.

292 21. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a
293 licensed real estate Broker other than:

294 (a) Seller's Broker: Compass Florida, LLC. Laura Kefalidis
295 1515 Sunset Drive Suite 40, Coral Gables 305-851-2820 786-733-3644 floridaline13@gmail.com
(Company Name) (Licensee)
(Address, Telephone, Fax, E-mail)

296 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
297 ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____
298 _____

299 (b) Buyer's Broker: Miami New Realty, Inc. Ivannia Herrera
300 2470 N.W. 102 Pl Ste 107, Doral, FL 33117 (305) 485-3100 (305) 437-7688
301 (Company Name) (Licensee)
(Address, Telephone, Fax, E-mail)

Buyer (JH) and Seller (DC) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.



302 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
303 ☒ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ other (specify) 1.5%
304 Seller shall pay Buyer's Broker, Miami New Realty, a sum equal to 3% of the purchase price.

305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
310 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

313 22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to
314 this Contract):

315 ☐ (A) Arbitration	☐ (E) Seller Warranty	☐ (I) Existing Mortgage
316 ☐ (B) Section 1031 Exchange	☐ (F) Coastal Construction Control Line	☐ (J) Buyer's Attorney Approval
317 ☐ (C) Property Inspection and Repair	☐ (G) Flood Area Hazard Zone	☐ (K) Seller's Attorney Approval
318 ☐ (D) Seller Representations	☐ (H) Seller Financing	☐ Other _____

319 23. ADDITIONAL TERMS:

320 A. Property shall be delivered free and clear of all Liens, Violations, and open permits prior to closing, at sellers
321 expense

322 B. Initial deposit to be made 3 days after the effective date

323 ~~C. Within 5 days of effective date, seller shall provide all available documentation on the property, including copies of~~
324 ~~any and all environmental studies reports, including, but not limited to, Phase 1 studies, plans, specifications, and~~
325 ~~engineering documents, including 40 year recertification reports~~

326 ~~D. Buyer's due diligence period shall commence upon receipt of all items above~~

327 E. Buyer shall pay for title insurance premium and select the closing agent

328 Buyer acknowledges receipt of Survey, Phase 1 study, floor plan, and prior owner's title insurance
329 policies, which constitute all of the available documentation on the property in Seller's possession.



330 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
331 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL
332 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE
333 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE
334 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR
335 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER
336 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
337 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER
338 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF
339 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
340 GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND
341 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (DJ) () and Seller (DC) () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

342 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
343 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
344 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
345 to do so.

346 **ATTENTION: SELLER AND BUYER**

347 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
348 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
349 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
350 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
351 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property
352 in violation of the Act.

353 At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.
354 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

355 _____ Date: _____
(Signature of Buyer)

356 8500 Biscayne Partners LLC Tax ID No.: _____
(Typed or Printed Name of Buyer)

357 Title: _____ Authorized Member Telephone: _____

358 _____ Date: Feb 4 2025
(Signature of Buyer)

359 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

360 Title: _____ Telephone: _____

361 Buyer's Address for purpose of notice c/o Juan M Carrera, esq 221 SW Lejeune Rd Third Floor Miami FL 33134

362 Facsimile: _____ Email: attorney@carreraamador.com

363 _____ Date: 02/05/25
(Signature of Seller)

364 Dcg Investments inc. Diasmel Carvajal Tax ID No.: _____
(Typed or Printed Name of Seller)

365 Title: President Telephone: _____

366 _____ Date: _____
(Signature of Seller)

367 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

368 Title: _____ Telephone: _____

369 Seller's Address for purpose of notice: _____

370 Facsimile: _____ Email: _____

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer (AW) () and Seller (DC) () acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

Exhibit A
Legal Description

Parcel 1 – Folio 30-7905-006-0010

Lots 1, 2, 3, 4, 5, 6 and 7, MASON'S SUBDIVISION, according to the plat thereof recorded in Plat Book 30, Page 10, of the Public Records of Miami-Dade County, Florida.

AND

Parcel 2 – Folio 30-7905-000-0221

The land referred to herein below is situated in the County of MIAMI-DADE, State of Florida, and described as follows:

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4 S 89° 14' 12" W (BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1974 NGS ADJUSTMENT) 733.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SAID SOUTH LINE OF THE SW 1/4, S 89° 14' 12" W – 122.73 FEET; THENCE LEAVING SAID SOUTH LINE OF THE SW 1/4, N 0° 30' 31" E (INTERIOR ANGLE OF 88° 43' 41" – DEED) 663.41 FEET (663.85 – DEED) TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SE 1/4, OF SAID SW 1/4 OF SECTION 5; THENCE ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SE 1/4, OF THE SW 1/4 OF SECTION 5, N 89° 16' 44" E (INTERIOR ANGLE OF 91° 16' 21" – DEED) 472.76 FEET (470.26 – DEED) TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY BOUNDARY OF "MASON'S SUBDIVISION" AS RECORDED IN PLAT BOOK 30, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY BOUNDARY S 37° 09' 43" W (INTERIOR ANGLE OF 52° 14' 23" – DEED) 369.9 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID "MASON'S SUBDIVISION"; THENCE ALONG SAID SOUTH BOUNDARY OF "MASON'S SUBDIVISION", S 87° 53' 24" E – (EXTERIOR ANGLE OF 55° 06' 25" – DEED) 188.98 FEET (188.88 – DEED) TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE S 41° 16' 56" W – (INTERIOR ANGLE OF 50° 59' 15" – DEED) 486.98 FEET (485.95 – DEED) TO THE POINT OF BEGINNING.

L.S.S. AND EXCEPT

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4 S 89° 14' 12" W (BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1974 NGS ADJUSTMENT) 733.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SAID SOUTH LINE OF THE SW 1/4, S 89° 14' 12" W 122.73 FEET; THENCE LEAVING SAID SOUTH LINE OF THE SW 1/4, N 0° 30' 31" E – (INTERIOR ANGLE OF 88° 43' 41" – DEED) 346.50 FEET; THENCE N 89° 14' 10" E (INTERIOR ANGLE OF 91° 16' 21" – DEED) 233.20 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE AFOREMENTIONED NORTHWESTERLY BOUNDARY OF "MASON'S SUBDIVISION"; THENCE ALONG SAID NORTHWESTERLY BOUNDARY N 37° 09' 43" E 31.31 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID "MASON'S SUBDIVISION"; THENCE S 87° 53' 24" E 188.98 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE S 41° 16' 56" W (INTERIOR ANGLE OF 50° 59' 15" – DEED) 486.98 FEET (484.95 – DEED) TO THE POINT OF BEGINNING.

AND

Parcel 3 – Folio 30-7905-000-0291

The South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4, lying Southwesterly of Canal Right-of-Way #103, in Section 5, Township 57 South, Range 39 East, all lying and being in Miami-Dade County, Florida

Parcel Identification Number: 30-7905-000-0291

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 23600 SW 125th AVE, Homestead, FL 33032.

ASSIGNMENT OF CONTRACT

THIS ASSIGNMENT is entered into as of June 24th 2025, by and between **8500 BISCAYNE PARTNERS LLC**, a Florida limited liability company, ("Assignor"), and **UniCapital Medley QOZB LLC**, a Florida limited liability company ("Assignee").

WHEREAS, Assignor entered into a Commercial Contract, and Addenda, with an Effective Date of February 5th 2025, by and between Assignor as purchaser and DCG INVESTMENT INC, a Florida corporation, as Seller, (collectively the "Contract") in regard to the purchase and sale of the property generally described as **29500 Old Dixie Highway, Homestead, Florida, Folio Numbers 30-7905-006-0010; 30-7905-000-0221 and 30-7905-000-0291**, situated in Miami-Dade County, Florida, (the "Property"); and

WHEREAS, Assignor is assigning the Contract to Assignee;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest in and to the Contract and its Addenda, and Assignor warrants and represents the Contract to be free of any adverse liens, claims or encumbrances. Assignee hereby assumes all of Assignor's obligations under the Contract and agrees to indemnify and hold Assignor harmless therefrom as to obligations occurring on and after the effective date hereof. Assignor hereby agrees to indemnify and hold Assignee harmless with respect to Assignor's obligations under the Contract that accrued prior to the date hereof, but expressly reserves its rights as to any defenses to such obligations.
2. Assignor hereby further assigns to Assignee all escrow deposits made by Assignor, under the terms of the subject Contract.
3. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
4. This Assignment may be executed in one or more counterparts, each bearing the signatures of one or more parties. Each counterpart shall be considered an original and all of the counterparts shall constitute a single assignment binding all the parties as if all had signed a single document. For purposes of executing this Assignment, a document signed and transmitted by electronic means (such as in PDF format via e-mail or via facsimile machine) is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

8500 BISCAYNE PARTNERS, LLC
a Florida limited liability company,

By: _____

Ivan A. Herrera, Authorized Member

ASSIGNEE:

UniCapital Medley QOZB LLC
a Florida limited liability company,

By: _____

Ivan A. Herrera, Authorized Member

EXHIBIT “H”

FORM OF POST-CLOSING OCCUPANCY AGREEMENT

POST-CLOSING OCCUPANCY AGREEMENT

This Post-Closing Occupancy Agreement ("Agreement") is made this ____ day of _____, 20____, by and between Miami-Dade County, political subdivision of the State of Florida ("County"), and Unicapital Medley QOZB LLC, a Florida limited liability company, ("Developer") (County and Developer each, a "Party" and collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the Parties have heretofore executed that certain Exchange Agreement dated _____, 2025 ("Exchange Agreement"), for the mutual exchange of certain real property owned by each Party, including this Agreement which is attached as Exhibit H thereto; and

WHEREAS, the subject properties owned by the County and the Developer respectively are described in Exhibit A ("County Parcel") and Exhibit B ("Replacement Parcel") to the Exchange Agreement;

WHEREAS, the Parties require to allow the County to remain in possession of the County Parcel consistent with the terms of the Exchange Agreement, so that the County may remain in possession of the County Parcel so that there is no interruption in the County's use of the County Parcel,

NOW THEREFORE, the Parties agree to the terms and conditions of the Exchange Agreement, for good and valuable consideration, to allow the County with post-occupancy possession of the County Parcel, as follows:

AGREEMENT

1. **Incorporation.** The foregoing recitals, as well as all applicable terms of the Exchange Agreement, are incorporated and adopted as if full set forth herein.
2. **Capitalized Terms.** The Parties agree that all capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Exchange Agreement.
3. **County's Possession of County Parcel Post-Closing.**

A. In the event that the County Parcel Closing occurs after the Substantial Completion of the New County Facilities, Developer agrees that the County has the right and the option of remaining in the exclusive possession, use, and occupancy of the County Parcel, for a period of sixty (60) days from the County Parcel Closing.

B. In the event that the County Parcel Closing occurs prior to the Substantial Completion of the New County Facilities, Developer agrees that the

County has the right and the option of remaining in the exclusive possession, use, and occupancy of the County Parcel, following the County Parcel Closing and continuing until the date that is ninety (90) days following the date that Substantial Completion of the New County Facilities is achieved.

C. The period of the County's occupancy of the County Parcel pursuant to Sections 2(A), Section 2(B) above shall be hereinafter referred to as the "Occupancy Period." It is agreed that the relationship between the County and the Developer during such Occupancy Period shall be subject to certain terms and conditions, as found in this Agreement, including, that the County shall be responsible for timely paying any and all utilities, and generally maintaining both the interior and exterior of the County Parcel, including the building thereon.

4. **Rent.** The rent due pursuant to this Agreement shall be at the rate of One Dollar (\$1.00) for the County's possession of the County Parcel during the entire Occupancy Period.
5. **Utilities.** The County shall be solely responsible for the payment of, and shall pay for, all utilities used on the County Parcel subsequent to the date of Closing and up and until the date of the County's delivery of possession of the County Parcel to the Developer, including, without limitation, water, gas, heat, light, power, telephone, trash disposal, storm water and other utilities and services supplied to the County Parcel, so long as such utilities are provided during the County's exclusive possession of the County Parcel. Neither party shall take any action in regard to changing the name on any of the utility accounts until the date of delivery of possession of the County Parcel to the Developer unless otherwise mutually agreed by the Parties.
6. **Risk of Loss.** Risk of casualty loss shall be on the Developer, starting from the date of Closing and continuing thereafter. The Developer shall secure, maintain, and keep in force and effect fire and commercial general liability casualty insurance, provided, however, that in the event of a casualty during the Occupancy Period, the Developer shall have no obligation to effectuate any repairs or replacements to the County Parcel to accommodate the County's use of the County Parcel.
7. **Maintenance and Repairs.** The Developer shall have no obligation whatsoever to undertake any maintenance, repairs or replacements of the County Parcel pursuant to this Agreement. The County shall assume all obligations for maintenance and repair of the County Parcel, to the limited extent such maintenance or repairs are required to accommodate the County's use of the County Parcel in compliance with applicable law during the term of this Agreement. Accordingly, the County shall not have any obligation to restore the County Parcel to its original condition as of the Closing Date, either in the event of a casualty or as part of its

obligation to deliver possession of the County Parcel to Developer at the expiration of the Occupancy Period.

8. **Compliance with Laws.** The County shall comply with all federal, state and local laws in connection with its use of the County Parcel pursuant to this Agreement.
9. **Security.** The County shall be solely responsible for the security of all property, equipment, materials and any other items that it or any of County's employees, agents, contractors or invitees bring onto the County Parcel. The County shall be solely responsible for the security of all persons and animals on the County Parcel.
10. **No Liens.** The County shall not permit any mechanic's or other lien or security interest to be filed against the County Parcel as a result of any activities by County or its any of its agents, employees, contractors or invitees in connection with the County's use of the County Parcel pursuant to this Agreement.
11. **County's Surrender of County Parcel; Holdover Rent for Failure to Vacate County Parcel.** The County agrees to surrender the County Parcel to Developer no later than the date of expiration of the Occupancy Period or earlier termination of this Agreement. If the County has not vacated the County Parcel prior to the expiration of the Occupancy Period, the County's occupancy of the County Parcel during such holdover period shall be subject to holdover rent, as follows:
 - a. For the first thirty days of such holdover following the expiration of the Occupancy Period, the County shall pay the Developer holdover rent in the amount of Five Hundred and 00/100 Dollars (\$500) per day.
 - b. From the thirty-first (31st) day through the ninetieth (90th) day of such holdover following the expiration of the Occupancy Period, the County shall pay the Developer holdover rent in the amount of Twenty Five Hundred and 00/100 (\$2500) per day.
 - c. From the ninety-first (91st) day of such holdover and each day thereafter following the expiration of the Occupancy Period, the County shall pay the Developer holdover rent in the amount of Five Thousand Five Hundred and 00/100 Dollars (\$5000) per day.
12. **Indemnification.** County shall indemnify and hold harmless Developer and its officers, employees and agents from and against any and all liability, losses, or damages, including attorneys' fees and costs of defense, which Developer or its officers, employees or agents 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 the County's use of the County Parcel during the

Occupancy Period. The County's indemnity obligations hereunder shall be subject to the terms, provisions, and limitations of Section 768.28, Florida Statutes. This Section shall survive the termination or cancellation of this Agreement.

13. **Default; Termination.** If either Party fails to comply with any material term or condition of this Agreement and/or fails to perform any of its material obligations hereunder, then that Party shall be in default. Upon the occurrence of a material default hereunder which is not cured within ten (10) days after receipt of notice of default, the non-defaulting party, in addition to all remedies available to it by law, may terminate this Agreement, on fourteen (14) Days written notice to the defaulting Party. However, either Party shall not have a right to terminate this Agreement if such default cannot with due diligence be cured within ten (10) days, and such Party promptly and with due diligence pursues a cure of such default and continues to pursue a cure to completion after receipt of written notice.
14. **Notices.** Any notice required or permitted to be given under this Agreement shall be delivered in accordance with Section 21 of the Exchange Agreement.
15. **No Limitation on Governmental Function; No Waiver of Immunity.** The Parties hereto acknowledge that no representation, warranty, consent, approval or term in this Agreement by the County shall be binding upon, constitute a waiver by, or estop the County from exercising any of its rights, powers or duties in connection with its governmental functions nor will any portion of this Agreement be deemed to waive any rights, immunities, or limitation of liability granted to County, including but not limited to all rights pursuant to Florida Statutes, Section 768.28.
16. **Governing Law, Venue, and Attorney's Fees.** This Agreement and the actions of the Parties hereto shall in all respects be governed by, and construed in accordance with, the laws of the state of Florida (excluding principles of conflict of laws). Venue in any proceeding or action between the Parties shall be in Miami-Dade County, Florida. Each Party shall bear its own respective attorney's fees.
17. **Severability.** To the fullest extent permitted by law, if any term or provision of this Agreement, or the application thereof to any person, entity or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Agreement, or the application of such term or provision to the persons, entities or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties to this

Agreement hereby waive any provision of law that renders any provision thereof prohibited or unenforceable in any respect.

18. **Entire Agreement.** This Agreement and the Exchange Agreement constitutes the entire Agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior written and oral Agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms thereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought. Unless otherwise provided herein, the rights of County herein may be exercised by the County Mayor or County Mayor's designee.
19. **Waiver.** Any right created under this Agreement may not be waived, except in writing specifically referring to this Agreement and signed by the Party waiving the right. The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.
20. **Relationship of the Parties; No Partnership.** The relationship of County and Developer under this Agreement is that of independent parties, each acting in its own best interests, and nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, of partnership, or of joint venture or of any association between Developer and County. The Parties agree that this Agreement may not be assigned.
21. **No Third-Party Beneficiaries.** This document shall not inure to the benefit of any party other than County and Developer.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

(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

Approved for legal sufficiency:

By: _____
Assistant County Attorney

Developer:
UNICAPITAL MEDLEY QOZB LLC

Witness/Attest
Address: _____

By: _____
Name: _____
Title: _____

Witness/Attest
Address: _____

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 _____, as _____ of _____ a Florida _____. She/He 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 "I"

INSURANCE REQUIREMENTS

EXHIBIT "I"

INSURANCE REQUIREMENTS

Developer shall maintain coverage as required in A-D below throughout the term of this Agreement and any extensions or renewals thereof:

- A. Workers' Compensation Insurance for all employees as required by Chapter 440, Florida Statutes, unless Developer is exempt in accordance with applicable law. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Umbrella or Excess Liability Insurance in an amount not less than \$5,000,000 per occurrence, and \$5,000,000 in the aggregate. NOTE: If Excess Liability is provided, must be follow-form to the Commercial General Liability and Automobile Liability insurance.

TRAILER RELOCATION & REPAIRS AT SOUTH DADE GOVERNMENT CENTER

- A. Workers' Compensation Insurance for all employees of the contractor(s) as required by Chapter 440, Florida Statutes, unless selected contractor is exempt in accordance with applicable law.
- B. Professional Liability or Errors & Omissions insurance in the name of the licensed design professional(s) providing architectural, engineering, project design, construction supervision, administration and/or any related professional qualifications or functions required by the project for the licensed design professional(s) in an amount not less than \$1,000,000 per claim.
- C. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations and Explosion, Collapse, and Underground Hazards (XCU). If cranes are to be used, policy must be endorsed to include Riggers Liability coverage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- D. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- E. Umbrella or Excess Liability Insurance in an amount not less than \$5,000,000 per occurrence, and \$5,000,000 in the aggregate. NOTE: If Excess Liability is provided, must be follow-form to the Commercial General Liability and Automobile Liability insurance.

PRE-DESIGN / ENVIRONMENTAL TESTING – ALL SITES

- A. Workers' Compensation Insurance for all employees as required by Chapter 440, Florida Statutes, unless selected contractor is exempt in accordance with applicable law.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability or Errors & Omissions insurance in the name of the licensed professional firm(s) providing architectural, engineering, project design, construction supervision, administration, surveying, testing and/or any other related professional qualifications or functions required by the project in an amount not less than \$1,000,000 per claim.

If any required insurance has been issued on a 'claims made' basis, the purchaser of such claims made coverage must have an extended reporting or discovery "tail" period of not less than five years after the project completion date and shall have a retroactive date to the date of first design. The limits of liability and the extensions to be included remain the same.

DESIGN PHASE – NEW ANIMAL SERVICES FACILITY

- A. Workers' Compensation Insurance for all employees as required by Chapter 440, Florida Statutes, unless selected contractor is exempt in accordance with applicable law.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Professional Liability or Errors & Omissions insurance in the name of the licensed design professional(s) providing architectural, engineering, project design, construction supervision, administration and/or any related professional qualifications or functions required by the project for the licensed design professional(s) in an amount not less than \$2,000,000 per claim.

NOTE: If any required insurance has been issued on a 'claims made' basis, the purchaser of such claims made coverage must have an extended reporting or discovery "tail" period of not less than five years after the project completion date and shall have a retroactive date to the date of first design. The limits of liability and the extensions to be included remain the same.

CONSTRUCTION PHASE – NEW ANIMAL SERVICES FACILITY

Contractor(s) providing all construction Services in relation to this agreement are to procure and maintain the following insurance coverages throughout the course of the project and shall require all subcontractors providing services in relation to this agreement to carry any and all insurance coverage that adequately covers each subcontractor's exposure based on the type of services they are providing in connection with the project. Please furnish Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the completed value of the project. Coverage shall remain in place until final completion of construction has been reached as determined by Miami Dade County. **The policy shall be in the name of Miami Dade County and the Contractor.**
- B. Workers' Compensation Insurance as required by Chapter 440, Florida Statutes for all employees of the contractor and/or sub-contractors.
- C. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations and Explosion, Collapse, and Underground Hazards (XCU). If cranes are to be used, policy must be endorsed to include Riggers Liability coverage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- D. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- E. Umbrella or Excess Liability Insurance in an amount not less than \$5,000,000 per occurrence, and \$10,000,000 in the aggregate. NOTE: If Excess Liability is provided, must be follow-form to the Commercial General Liability and Automobile Liability insurance.
- F. Pollution Liability insurance in an amount not less than \$3,000,000 per claim and \$5,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

NOTE: EXCESS/UMBRELLA LIABILITY MAY BE USED TO SUPPLEMENT MINIMUM LIABILITY COVERAGE REQUIREMENTS. FOLLOW-FORM BASIS IS REQUIRED IF PROVIDING EXCESS LIABILITY.

EXHIBIT "J"

FORM OF TEMPORARY CONSTRUCTION ACCESS EASEMENT

**GRANT OF NON-EXCLUSIVE TEMPORARY CONSTRUCTION ACCESS
EASEMENT**

AND AGREEMENT

THIS GRANT OF NON-EXCLUSIVE TEMPORARY CONSTRUCTION ACCESS EASEMENT AND AGREEMENT (this "**Easement Agreement**") is made this ____ day of _____, 20__ (the "**Effective Date**"), by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, having its principal office and place of business at 111 N.W. 1st Street, Suite 2460, Miami, Florida, 33128 ("**County**") in favor of **UNICAPITAL MEDLEY QOZB LLC**, a Florida limited liability company, having its principal office and place of business at 850 N.W. 42 Avenue, Suite 310, Miami, Florida 33126 ("**Developer**").

WHEREAS, County and Developer are parties to that certain Exchange Agreement, dated _____, 20__ (the "**Exchange Agreement**"), pursuant to which County has agreed to convey to Developer certain real property located in Miami-Dade County, Florida (the "**County Parcel**") owned by the County, through the Miami-Dade County, Animal Services Department ("**ASD**") and, in exchange, Developer has agreed to convey to the County certain real property located in Miami-Dade County, Florida (the "**Replacement Parcel**") owned by Developer; and

WHEREAS, pursuant to the terms of the Exchange Agreement, Developer is required to construct a new facility on the Replacement Parcel to provide for the relocation of the existing ASD operations at the County Parcel as well as the relocation of ASD's cat spaying and neutering services provided at the South Dade Government Center trailer facility (the "**New County Facilities**"); and

WHEREAS, Developer is required to convey the Replacement Parcel to the County prior to the Commencement of Construction of the New County Facilities on the Replacement Parcel; and

WHEREAS, in accordance with Section 12(B)(ii)(1) of the Exchange Agreement, the County has agreed to grant Developer a non-exclusive and temporary construction access easement to enter onto the Replacement Parcel as necessary to construct and achieve Final Completion of the New County Facilities following the Replacement Parcel Closing and conveyance of the Replacement Parcel to the County.

NOW THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Developer agree as follows:

1. **Recitals; Capitalized Terms.** 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 Easement Agreement, the terms set forth below shall control. Capitalized terms not defined herein shall have the meanings assigned such terms in the Exchange Agreement.

2. **Grant of Easement.** The County hereby grants to Developer and Developer's employees, agents, contractors, subcontractors, vendors, guests, licensees, suppliers, laborers, visitors, invitees, and lenders (collectively, the "**Developer Permittees**") a non-exclusive temporary construction access easement (the "**Temporary Easement**") through, over, on, upon and across the portion of the Replacement Parcel more particularly described in **Exhibit "A"** attached hereto ("**Easement Parcel**") for purposes of conducting environmental testing, remediation, and constructing and then achieving Final Completion of the New County Facilities.

3. **Term.** The Temporary Easement shall commence on the Effective Date and shall automatically terminate upon Developer achieving Final Completion of the New County Facilities, as evidenced by a Certificate of Occupancy, which is expected to occur on or before October 1, 2027.

4. **Insurance.** The Developer shall maintain insurance at all times as required by the Exchange Agreement (for avoidance of doubt, such insurance may be maintained by Developer's Project Contractor or other applicable Developer Permittee). Such insurance policy shall name the County as an additional insured thereunder; shall be written by insurance companies licensed to do business in Florida and with an AM Best rating of A- or better; and must specify it is not subject to cancellation or non-renewal without a minimum of thirty (30) days notification by the insurer to the County with a copy to the attention of the Director of Risk Management ("**Risk Manager**"), with a minimum of ten (10) days notification by the insurer to the County and County's Risk Manager prior to cancellation or non-renewal for non-payment of premium. Developer shall provide the County with a certificate of insurance evidencing said coverage.

5. **No Interference.** Developer shall not materially interfere with the use by and operation and activities of the County on the Easement Parcel, as applicable, and Developer shall use such routes and follow such procedures on the Easement Parcel as result in the least damage and inconvenience to the County and its invitees, agents, employees, guests, lessees and/or licensees.

6. **Indemnification.** Developer shall be responsible for any damage to the Replacement Parcel and/or any property of the County and/or any third parties resulting from the exercise or use of the Easement Parcel by the Developer and/or the Developer Permittees. The Developer shall promptly repair and restore to its original condition any of the Replacement Parcel that may be altered, damaged or destroyed in connection with the exercise or use of the Easement Parcel by Developer and/or the Developer Permittees. This Easement Agreement is made on the express condition that the County is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of any act, action, or non-action by the Developer's and/or the Developer Permittees' exercise or use of the Easement Parcel, including any liability for injury or death to the person or property of any of the Developer and/or the Developer Permittees or to any property under the control or custody of any of the Developer and/or the Developer Permittees. The Developer hereby covenants and agrees to defend and

indemnify the County and its officers, employees, agents and instrumentalities (collectively, the “**County Parties**”) and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise or use of the Easement Parcel by the Developer and/or the Developer Permittees, however occurring, except to the extent caused solely by the willful or grossly negligent acts or omissions of the County or the other County Parties.

7. **Covenant Running with the Land.** This Easement Agreement is a covenant running with the land (but subject to termination as set forth in Section 3 below) and shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the County and Developer, as applicable.

8. **No Liens.** The Developer shall not cause liens of any kind to be placed against the Easement Parcel or any of the Replacement Parcel. In the event that a lien, of any kind or nature, is placed on the Easement Parcel, the Developer shall have a period of fourteen (14) calendar days to remove such lien(s), and shall immediately notify the County of the presence of such lien(s). Any failure to timely remove such lien(s) shall be a breach of this Easement Agreement.

9. **Notices.** Any notices required or permitted to be given under this Easement Agreement 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 Developer: UNICAPITAL MEDLEY QOZB LLC
c/o Ivan Herrera
850 N.W. 42 Avenue, Suite 310
Miami, Florida 33126

With a copy to: Bilzin Sumberg LLP
c/o Eric Singer, Esq.
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131

Notice to County: Miami-Dade County
People and Internal Operations Department
111 1st Street, Suite 2460
Miami, Florida 33128

With a copy to: Miami-Dade County Attorney’s Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Attn: County Attorney

10. **Construction.**

(a) This Easement Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Easement Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Easement Agreement shall not be more strictly construed against any one of the parties hereto.

(b) In construing this Easement Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

(c) All of the exhibits attached to this Easement Agreement are incorporated in, and made a part of, this Easement Agreement.

(d) In the event any term or provision of this Easement Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Easement Agreement shall be construed to be in full force and effect.

(e) This Easement Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Easement Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

(f) This Easement Agreement may be executed in counterparts, each of which shall be deemed an original. Any such counterparts shall constitute one and the same instrument. This Easement Agreement shall become effective only upon execution and delivery of this Easement Agreement by County and Developer.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Easement Agreement to be executed by execution of this instrument 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

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 [_____] 20[____].

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____.

(Sign Name)

(Type or Print Name)

Notary Public, State of _____

NOTARY SEAL / STAMP

My Commission Expires:

ACKNOWLEDGED AND ACCEPTED this _____ day of [____], 20[____] by:

DEVELOPER:

UNICAPITAL MEDLEY QOZB LLC, a Florida
limited liability company

Witness/Attest

Print Name: _____

Address: _____

By: _____

Name: _____

Title: _____

Witness/Attest

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this [] day of [], 20[], by [], as
[] of UNICAPITAL MEDLEY QOZB LLC, a Florida limited liability company.
He/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)

Notary Public, State of _____

NOTARY SEAL / STAMP

My Commission Expires:

EXHIBIT A TO GRANT OF TEMPORARY CONSTRUCTION ACCESS EASEMENT
AND AGREEMENT

LEGAL DESCRIPTION OF EASEMENT PARCEL

PROPERTY ADDRESS 29500 OLD DIXIE HGWY HOMESTEAD, FL 33033
LEGAL DESCRIPTION: (FURNISHED BY CLIENT)
FOLIO 30-7905-006-0010

LOTS 1, 2, 3, 4, 5, 6 AND 7. OF MASON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF. RECORDED IN PLAT BOOK 30, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

PROPERTY ADDRESS: FOLIO:30-7905-000-0221 HOMESTEAD, FL 33033
LEGAL DESCRIPTION: (FURNISHED BY CLIENT)
FOLIO: 30-7905-000-0221

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY AND BEING MORE PARTICULARLY DESCRBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4 S89°14°12"W (BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1974 NGS ADJUSTMENT) 733.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AND THE POINT OF BEG11NING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SOUTH LINE OF SW 1/4, S89°14'12"W 122.73; THENCE LEAVING SAID SOUTH LINE OF THE SW 1/4, N0°30'31"E (INTERIOR ANGLE OF 88°43'41"-DEED) 663.41 FEET (663.85 - DEED) TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SE 1/4, OF SAID SW 1/4 OF SECTION 5: THENCE ALONG SAID NORTH LINE OF THE SOUTH ½ OF THE SE 1/4, OF THE SW 1/4 OF SECTION 5, N89°16'44"E (INTERIOR ANGLE OF 91°16'21" DEED) 472.76 (470.26 DEED) TO A POINT OF INTE1SECTION WITH THE NORTHWESERLY BOUNDARY OF 'MASON'S SUBDIVISION' AS RECORDED IN PLAT BOOK 30, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY BOUNDARY S37°09'43"W (INTERIOR ANGLE OF 52°14'23'-DEED)369.9 FEET TO A POINT OF INTERSECTION WITH THE SOU1H BOUNDARY OF SAID "MASON'S SUBDIVISION", THENCE ALONG SAID SOUTH BOUNDARY OF "MASON'S SUBDIVISION", S58°53'24"E-(EXTERIOIR ANGLE OF 55°06'25"-DEED) 188.98 FEET(188.88-DEED) TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY; THENCE ALONG SAID

NORTHWESTERLY RIGHT-OF-WAY LINE S41°16'56"W-(INTERIOR ANGLE OF 50°59'15"-DEED) 486.98 FEET(485.95-DEED) TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E; THENCE ALONG THE SOUTH LINE OF SAID S/W 1/4 S89°14'12"W (BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1974 NGS ADJUSTMENT) 733.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AND THE POINT OF BEGINING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SAID SOUTH LINE OF THE SW 1/4, S89°14'12"W 122.73 FEET, THENCE LEAVING SAID SOUTH LINE OF THE SW 1/4, N0°30'31"E- (INTERIOR ANGLE OF 88°43'41"-DEED) 346.50 FEET; THENCE N89°14'10"E (INTERIOR ANGLE OF 91°16'21"-DEED) 233.20 FEET TO A POINT OF INTERSECTION WITH SOUTHWESTERLY EXTENSION OF THE AFOREMENTIONED NORTHWESTERLY BOUNDARY OF "MASON'S SUBDIVISIONS", THENCE ALONG SAID NORTHWESTERLY BOUNDARY N37°09'43"E 31.31 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID "MASON'S SUBDIVISIONS": THENCE S87°53'24"E 188.98 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINES S41°16'56"W (INTERIOR ANGLE OF 50°59'15"-DEED) 486.98 FEET (484.95-DEED) TO THE POINT OF BEGINNING.

AND

PROPERTY ADDRESS: FOLIO:30-7905-000-0291 HOMESTEAD FL 33033

LEGAL DESCRIPTION: (FURNISHED BY CLIENT)

FOLIO: 30-7905-000-0291

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING SOUTHWESTERLY OF CANAL RIGHT-OF-WAY #103, IN SECTION 5, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ALL LYING AND BEING IN MIAMI DADE COUNTY, FLORIDA

EXHIBIT "K"

FORM OF ASSIGNMENT OF CONSTRUCTION WARRANTIES

ASSIGNMENT OF CONSTRUCTION WARRANTIES

THIS ASSIGNMENT OF CONSTRUCTION WARRANTIES (this "**Assignment**") is entered into and effective as of the ____ day of _____, 20__, by **UNICAPITAL MEDLEY QOZB LLC**, a Florida limited liability company, having its principal office and place of business at 850 N.W. 42 Avenue, Suite 310, Miami, Florida 33126 ("**Developer**") in favor of **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, having its principal office and place of business at 111 N.W. 1st Street, Suite 2460, Miami, Florida, 33128 (the "**County**").

WITNESSETH:

WHEREAS, pursuant to that certain Exchange Agreement dated _____, 20__ between the County and Developer (the "**Exchange Agreement**"), Developer has agreed to convey to the County certain real property, which is improved with the County Facilities located in Miami-Dade County, Florida, legally described on **Exhibit "A"** attached hereto and made a part hereof (the "**Replacement Parcel**"); and

WHEREAS, following the conveyance of the Replacement Parcel to the County, Developer is required to design, permit, develop, and construct the New County Facilities on the Replacement Parcel pursuant to and in accordance with the Exchange Agreement, including the Rider; and

WHEREAS, in conjunction with the construction of the New County Facilities, Developer has agreed to assign to the County, to the extent assignable, all of its right, title and interest, in and to any and all certain construction warranties provided by the Project Contractor and/or any other Contractors for the New County Facilities under contract with Developer and/or the Project Contractor, together with any and all other warranties or guaranties of workmanship or materials provided to Developer by the Project Architect or any other Design Professionals, as well as any subcontractor, manufacturer, vendor, supplier or installer of any element, product, or system in the New County Facilities, and all other assignable warranties, including, but not limited to, workmanship warranties and warranties of habitability, as well as guaranties issued to Developer in connection with the New County Facilities, such as, and including, but not limited to the following: (a) Vendor Warranties; (b) Design-Build Warranties; (c) Callback Warranties; (d) Construction Services Warranties; (e) Materials and Equipment Warranties; (f) UCC Warranties (collectively, the "**Construction Warranties**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meanings assigned such terms in the Exchange Agreement.

2. Assignment. The Developer does hereby transfer, assign and convey to the County all of Developer's right, title and interest, if any, in and to the Construction Warranties identified as follows:

Copies of all of the warranties are attached hereto.

3. Written Document. The Developer shall deliver to the County, within fourteen (14) calendar days from the transfer or delivery of the New County Facilities to the County, a written list of all of the various Construction Warranties, along with the names and contact information of the companies providing such Construction Warranties

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the County, Developer and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Contract Warranties to be executed by execution of this instrument as of the Effective Date.

DEVELOPER:

UNICAPITAL MEDLEY QOZB LLC, a Florida
limited liability company

By:_____

Name:_____

Title:_____

EXHIBIT A TO ASSIGNMENT OF CONSTRUCTION WARRANTIES

LEGAL DESCRIPTION OF REPLACEMENT PARCEL

PROPERTY ADDRESS 29500 OLD DIXIE HWY HOMESTEAD, FL 33033
LEGAL DESCRIPTION: (FURNISHED BY CLIENT)
FOLIO 30-7905-006-0010

LOTS 1, 2, 3, 4, 5, 6 AND 7. OF MASON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF. RECORDED IN PLAT BOOK 30, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

PROPERTY ADDRESS: FOLIO:30-7905-000-0221 HOMESTEAD, FL 33033
LEGAL DESCRIPTION: (FURNISHED BY CLIENT)
FOLIO: 30-7905-000-0221

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY AND BEING MORE PARTICULARLY DESCRBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4 S89°14'12"W (BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1974 NGS ADJUSTMENT) 733.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AND THE POINT OF BEGIIING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SOUTH LINE OF SW 1/4, S89°14'12"W 122.73; THENCE LEAVING SAID SOUTH LINE OF THE SW 1/4, N0°30'31"E (INTERIOR ANGLE OF 88°43'41"-DEED) 663.41 FEET (663.85 - DEED) TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SE 1/4, OF SAID SW 1/4 OF SECTION 5: THENCE ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SE 1/4, OF THE SW 1/4 OF SECTION 5, N89°16'44"E (INTERIOR ANGLE OF 91°16'21" DEED) 472.76 (470.26 DEED) TO A POINT OF INTE1SECTION WITH THE NORTHWESERLY BOUNDARY OF 'MASON'S SUBDIVISION' AS RECORDED IN PLAT BOOK 30, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY BOUNDARY S37°09'43"W (INTERIOR ANGLE OF 52°14'23'-DEED)369.9 FEET TO A POINT OF INTERSECTION WITH THE SOUIH BOUNDARY OF SAID "MASON'S SUBDIVISION", THENCE ALONG SAID SOUTH BOUNDARY OF "MASON'S SUBDIVISION". S587°53'24"E-(EXTERIOIR ANGLE OF 55°06'25"-DEED) 188.98 FEET(188.88-DEED) TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE S41°16'56"W-(INTERIOIR ANGLE OF 50°59'15"-DEED) 486.98 FEET(485.95-DEED) TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 57 S, RANGE 39 E; THENCE ALONG THE SOUTH LINE OF SAID S/W 1/4 S89°14'12"W (BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1974 NGS ADJUSTMENT) 733.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AND THE POINT OF BEGINING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SAID SOUTH LINE OF THE SW 1/4, S89°14'12"W 122.73 FEET, THENCE LEAVING SAID SOUTH LINE OF THE SW 1/4, NO°30'31"E- (INTERIOR ANGLE OF 88°43'41"-DEED) 346.50 FEET; THENCE N89°14'10"E (INTERIOR ANGLE OF 91°16'21"-DEED) 233.20 FEET TO A POINT OF INTERSECTION WITH SOUTHWESTERLY EXTENSION OF THE AFOREMENTIONED NORTHWESTERLY BOUNDARY OF "MASON'S SUBDIVISIONS", THENCE ALONG SAID NORTHWESTERLY BOUNDARY N37°09'43"E 31.31 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID "MASON'S SUBDIVISIONS": THENCE S87°53'24"E 188.98 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINES S41°16'56"W (INTERIOR ANGLE OF 50°59'15"-DEED) 486.98 FEET (484.95-DEED) TO THE POINT OF BEGINNING.

AND

PROPERTY ADDRESS: FOLI0:30-7905-000-0291 HOMESTEAD FL 33033

LEGAL DESCRIPTION: (FURNISHED BY CLIENT)

FOLIO: 30-7905-000-0291

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING SOUTHWESTERLY OF CANAL RIGHT-OF-WAY #103, IN SECTION 5, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ALL LYING AND BEING IN MIAMI DADE COUNTY, FLORIDA

EXHIBIT "M"

DEVELOPMENT RIDER TO EXCHANGE AGREEMENT

THIS DEVELOPMENT RIDER TO EXCHANGE AGREEMENT (this "**Rider**") is incorporated into and shall be deemed to be a part of that certain Exchange Agreement by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and **UNICAPITAL MEDLEY QOZB LLC**, a Florida limited liability company (as amended, modified, supplemented and/or restated from time to time, the "**Agreement**"), to which this Rider is attached as **Exhibit "M"**.

SECTION 1 - ADDITIONAL DEFINITIONS OF CERTAIN TERMS

Unless otherwise defined in this Rider, all capitalized terms used in this Rider shall have the respective meanings given to them in the Agreement.

SECTION 2 - RESPONSIBILITY FOR DESIGN AND CONSTRUCTION

2.1 Developer shall be responsible for the entitlements, design, permitting, development and construction of the New County Facilities, all in accordance with the terms and conditions of the Agreement, including but not limited to, this Rider, the minimum criteria set forth in Exhibit N, Design Criteria, and all other relevant exhibits to the Agreement. Developer shall be responsible for and has agreed to design, develop, permit, and construct the Project at the sole cost and expense of the Developer, except for the County Contribution. Developer shall be responsible for the selection, oversight, and management of all contractors and consultants necessary to design and construct the New County Facilities in a diligent, competent and professional manner all in accordance with the provisions of this Agreement which includes consultation with and approval by the County. Developer shall perform the work required of it hereunder through the Project Architect and other Design Professionals, consultants, contractors (including the Project Contractor) or other persons, firms or entities (collectively, "**Contractors**") selected by Developer for the performance of such work in accordance with the terms hereof. The Developer shall undertake development of the New County Facilities and Trailer Relocation in accordance with the deadlines set forth in this Agreement. . In undertaking the development, design and construction of the New County Facilities, Developer shall comply, and shall require its Contractors to comply, with all Applicable Laws. Notwithstanding the foregoing, and for the avoidance of doubt, the County will be the applicant under any Approval Submittals for the Replacement Parcel Entitlements and Developer assumes full responsibility for the Approval Submittals including the coordination, preparation, submission, and revision of the Approval Submittals and the attendance and participation at any meetings and or hearings in connection therewith. The County's obligations with respect to permitting is set forth in Section 16(A) of the Agreement.

SECTION 3 - DESIGN AND DEVELOPMENT OF THE NEW COUNTY FACILITIES AND TRAILER RELOCATION

3.1 Design Professional Selection. Developer shall select the Design Professionals to prepare architectural and other design documents for the New County Facilities. All Design Professionals providing services related to the New County Facilities shall be appropriately

licensed by the State and shall meet all applicable local and State standards for licensing (including without limitation any special licensing requirements under any Applicable Laws applicable to County with respect to the New County Facilities, if any) and shall be qualified to perform the design and engineering and professional services required of it for the New County Facilities. Without limiting the foregoing, the Project Architect shall be a registered architect as provided in Chapter 481, Florida Statutes, and all engineers shall be licensed professional engineers as provided in Chapter 471, Florida Statutes. Developer shall assemble and negotiate the terms and conditions of the contracts with all Design Professionals providing services related to the New County Facilities. Developer agrees to procure any professional services in accordance with Section 287.055, Florida Statutes.

3.2. Contractor Selection. Developer shall competitively select the Project Contractor in accordance with the competitive bidding requirements of Section 255.20, Florida Statutes. The Project Contractor shall be appropriately licensed by the State and shall meet all applicable local and State standards for licensing (including without limitation any special licensing requirements under any Applicable Laws applicable to County with respect to the New County Facilities, if any). Developer shall provide the County with copies of its solicitation and all bids/proposals received in response thereto within two (2) days of the issuance thereof, and the receipt thereof, respectively. Developer shall contract with the selected Project Contractor for the construction of the New County Facilities in accordance with the terms and conditions of this Rider.

3.3 Contractor Contracts. Developer's contracts with its Design Professionals, Project Contractor and all other Contractors under direct contract with Developer for the New County Facilities shall make the County an express and intended third-party beneficiary thereof, shall be assignable to the County (at the County's request) and shall require the Contractors (including the Project Contractor) and Design Professionals to indemnify the County to the same extent as Developer has agreed to indemnify the County in this Agreement.

3.4 Payment and Performance Bonds.

(a) Prior to Project Contractor commencing any construction work related to the New County Facilities, the Developer shall execute, and shall deliver to the County and record in the public records of the County, a payment and performance bond equal to the total cost of construction of the New County Facilities. The payment and performance bond shall comply with all applicable laws, including the terms of Section 255.05, Florida Statutes, and shall name the Developer as an obligee and the County as a co-obligee. Developer shall cause the New County Facilities delivered to the County to be free and clear of any construction or mechanic's liens and Developer shall immediately pay, bond or cause to be discharged any construction or mechanic's liens that are placed on the Replacement Parcel or any other County land by any of Developer's contractors and Developer shall indemnify the County for any costs, expenses, or actual damages the County incurs by reason of any such encumbrances or liens placed thereon, except to the extent that such liens are the result of the County's actions.

(b) Alternatively, Developer may provide the County with (i) payment and performance bonds complying with the requirements of Section 255.05, Florida Statutes, from the Project Contractor and each other prime contractor hired directly by Developer to perform work and/or make improvements related to the New County Facilities in an amount not less than 100%

of his/her/its respective contract related to the Project in a form acceptable to the County to insure that the construction work shall be completed or, on its default, the surety and to secure the completion of the New County Facilities free from all liens and claims of sub-contractors, mechanics, laborers and materialmen and shall name the County as an additional obligee, and (ii) an alternate form of security permitted under Section 255.05, Florida Statutes, from Developer in an amount reasonably established by the County, each to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate all contractors performing work in connection with the New County Facilities have been paid and Final Completion has been obtained for same. If Developer provides the alternative security, Developer shall also comply with the following obligations: (a) Developer shall obtain, subject to Developer's rights to contest in good faith amounts owing to a prime contractor, a conditional release of lien from each of its prime contractor(s) at the time each progress payment is made; and (b) Developer shall obtain an unconditional release of lien from each of its prime contractor(s) within five (5) business days after final payment is made, subject to Developer's rights to contest in good faith amounts owing to a prime contractor. Developer shall not have to comply with the provisions of this Section 3.4(b) if Developer elects to comply with Section 3.4(a).

3.5 Compliance with Federal, State and County laws in general. Developer agrees to comply with the provisions of any and all Applicable Laws, including, but not limited to: Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Agreement; Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics;" Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work;" Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave;" Section 448.07 of the Florida Statutes, "Wage Rate Discrimination Based on Sex Prohibited;" Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination;" Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft;" Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations;" any other laws prohibiting wage rate discrimination based on sex. Small Business and Workforce Programs. To the extent permitted under Section 255.0992, Florida Statutes, or other applicable law, Developer shall comply with all the County's small business measures for good/services and selection of designers and architects as may be applicable to the design and construction of the Project. Specifically, Developer hereby acknowledges that in accordance with the Code of Miami-Dade County, Florida, Developer must comply with Miami-Dade County's Small Business Enterprise Program as set forth in sections 2-10.4.01, 2-8.1.1.1.1, and 2.8.1.1.1.2 of the County Code, and related implementing orders that set forth the standards and requirements for small business participation in the acquisition of design services, and goods for the design, furnishing and equipping of the Project. As a result, Developer hereby agrees to timely submit, or cause to be submitted, any design packages, to the Small Business Development Division of the Strategic Procurement Department ("SPD") prior to advertisement, for review and determination of appropriate small business program measures, and the application of same. Developer shall comply, and shall cause its contractors to comply with the First Source Hiring programs, as set forth in Section 2-2113 of the County Code, and Implementing Order 3-58 for the Project.

3.6 Sustainability and Other County Requirements. Developer shall comply with the County's Sustainable Buildings codified in Section 9-71, et. al. and Implementing Order 8-8, commonly referred to as the Sustainable Buildings Program, with respect to the design and

construction of the Project (the “Sustainable Buildings Program”). The primary mechanism for determining compliance with the Sustainable Building Program shall be in the U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) Rating System for buildings or the Institute for Sustainable Infrastructure’s Envision Rating System for infrastructure projects. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or the Institute for Sustainable Infrastructure per Resolution No. R-617-17, or as otherwise directed by the County’s Sustainability Manager. For LEED and Envision, the most recent versions of such rating systems shall be utilized, as adopted, respectively, by the United States Green Building Council and the Institute for Sustainable Infrastructure. For LEED Rating System and Envision Rating System, the minimum rating system standard for all categories of construction shall be LEED Silver and Silver, respectively. Developer shall comply with Resolution No. R-451-14, which requires all capital improvement projects to consider the implications of sea level rise during all project phases and the potential impacts of storm surge should be considered and exposure mitigated, if applicable.

Notwithstanding any provision to the contrary herein, in an effort to achieve the County’s goal of maximizing the amounts available to fund the New County Facilities and support the mission of the ASD, the County and Developer agree that, except for any non-waivable requirements set forth in the Code of Miami-Dade County, Florida, the County’s Art in Public Places Program, codified at Section 2-11.15 of the County Code, shall not apply to the Project or the New Developer Project. The Developer represents to the County that in exchange for the County’s waiver of the Art in Public Places Program, Developer shall exercise good-faith diligent efforts to identify persons or entities who may be willing to donate artwork or funding for artwork to be incorporated into the New County Facilities, subject to the County’s approval. Developer shall provide a written summary report to the County of all such donor prospects, potential artwork or funds for artwork donations and related pertinent information within twelve (12) months from the Effective Date. Developer understands and agrees that the County is waiving the Art in Public Places Program in reliance on this representation.

3.7 Non-Discrimination. During the performance of this Agreement, Developer agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

3.8 Design and Construction Documents. The New County Facilities shall be designed by the Project Architect and other Design Professionals in accordance with all Applicable Laws. Developer shall design, develop and/or cause for the appropriate Design Professionals and Contractors to prepare the Plans, Construction Schedule, Project Budget and other construction documents (collectively, the “**Design and Construction Documents**”) necessary for the

development and construction of the New County Facilities as contemplated herein. Without limiting the foregoing or the other provisions of this Rider, all Plans for the New County Facilities shall be subject to the plan approval process set forth in Section 4 and the GMP Contract shall be subject to the terms of Section 5.2. All costs and expenses associated with the County's review of the Plans as well as any of the Design and Construction Documents by consultants engaged by County shall be borne solely by County.

3.9 Phasing of the Project. The Project will be implemented in two (2) phases (each, a "**Phase**"), with the first Phase of the Project ("**Phase 1**") providing for the Trailer Relocation, and the second Phase of the Project ("**Phase 2**") providing for the New County Facilities. The Parties acknowledge and agree that the Trailer Relocation is included as Phase 1 solely for the convenience of the Parties, and that notwithstanding any provision to the contrary herein, the Trailer Relocation is a separate and independent project pursuant to Section 287.055, Florida Statutes, and Section 255.20, Florida Statutes.

(a) The County and the Developer shall work collaboratively to identify the South Dade ASD Site which shall be a location acceptable to the County. The Developer has the responsibility and obligation to undertake the Trailer Relocation to move the Trailer to the South Dade ASD Site selected by the County, and to achieve Final Completion of the Trailer Relocation no later than the Phase 1 Completion Date. No later than the Phase 1 Commencement Date, Developer shall begin all initial steps required to achieve completion of the Trailer Relocation by the Phase 1 Completion Date, in accordance with the Pre-Development Schedule. Developer shall obtain any and all permits and approvals required for the Trailer Relocation. Prior to commencing any work related to the Trailer Relocation, Developer shall deliver to the County a payment and performance bond equal to the total cost of implementing the Trailer Relocation or alternative security in accordance with the requirements set forth in Section 3.4 above. Developer and the County agree that Developer shall prepare all plans for the Trailer Relocation in accordance with the Design Criteria, as applicable, and any plans that may reasonably be expected to impact any County facilities and/or operations at the South Dade ASD Site shall be subject to the review and written approval of the County to assure the public safety and the integrity and operation of the South Dade ASD Site. Precedent to any work associated with the Trailer Relocation, Developer shall have submitted to the County copies of plans and drawings showing the relationship between the proposed activities, any and all utilities, and County facilities on the South Dade ASD Site. The plans and drawings shall have sufficient detail to allow the County to determine if such activities are likely to impact County facilities and/or operations at the South Dade ASD Site, and the extent of that impact, if any. Any proposed work associated with the Trailer Relocation may commence only after the County has completed its review and has issued written approval of the plans and drawings. The County reserves the right at all times to disapprove of such plans and/or activities in whole or in part if the County, in its reasonable discretion, determines that the County facilities and/or operations within the South Dade ASD Site would be unacceptably impacted and/or to request additional information. If the County, in its reasonable discretion, determines that activities undertaken or authorized by Developer, or planned to be undertaken or authorized by Developer, would impact County facilities and/or operations within the South Dade ASD Site, the County may require Developer to submit a plan to monitor, mitigate, and remediate any such impacts, which plan shall be subject to the County's

reasonable approval. Notwithstanding the foregoing, and for the avoidance of doubt, it is Developer's responsibility to deliver the complete Trailer Relocation and achieve Final Completion of the Trailer Relocation in accordance with the Design Criteria on or before the Phase 1 Completion Date. The County agrees to reasonably cooperate with the Developer to ensure compliance with the timelines provided in Schedule 3.9.

(b) The Developer has represented to the County and does hereby represent that, to the Developer's knowledge, based upon the Developer's reasonable investigation and inquiry, the Trailer is structurally sound, in serviceable condition, and retains adequate useful life to be safely relocated and placed back into operation once relocated to the South Dade ASD Site. The Developer understands and acknowledges that the County is relying on the foregoing Developer representations to allow the Trailer Relocation and to provide the funds within the County Contribution allocated for the Trailer Relocation. Accordingly, the Developer shall assume all risk related to the Trailer Relocation, including all financial obligations that exceed the funds within the County Contribution allocated to the Trailer Relocation, and agrees to indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from and against any and all liability, losses, or damages, including attorneys' fees and costs of defense, the County and its officers, employees, agents and 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 the Trailer Relocation, including but not limited to any work or action, or failure to perform any work or action. This Section shall survive the termination or cancellation of this Agreement.

(c) The Developer shall submit to the County, not more frequently than monthly, a draw request on a form reasonably acceptable to the County setting forth the percentage completion of the Trailer Relocation and detailing the amounts then due to be paid to the Developer for contractors, subcontractors, material suppliers, and other vendors and service providers in connection with the percentage completion of work or services related to the Trailer Relocation; provided, however, that each draw request shall represent a percentage of the funds within the County Contribution allocated to the Trailer Relocation that is commensurate with the percentage of completion. Each draw request shall be accompanied by a progress report in form reasonably acceptable to the County showing the status of progress towards completion of the Trailer Relocation, and by invoices or statements and proof of payment from all third parties to whom payment is due at the time of the draw request, or by receipts and partial releases of lien, where applicable, for amounts advanced by the Developer or paid in a previous draw request. Upon receipt of a draw request the County shall approve or advise Developer by electronic mail of any missing information or detail required for approval of the draw request within ten (10) Business Days of the County's receipt of the draw request. When the draw request has been corrected or completed so that it is in form and substance reasonably acceptable to the County and following approval of the draw request by the County, the County shall thereafter disburse the draw request not later than twenty-one (21) days after approval of the corrected/complete Draw request. For the avoidance of doubt, the County shall not be obligated to contribute any amounts above the funds within the County Contribution allocated towards the Trailer Relocation.

(d) Pre-Development Schedule. Attached hereto as **Schedule 3.9** is a schedule (as same may be updated pursuant to this Section 3.9, the “**Pre-Development Schedule**”) setting forth the pre-development milestones. Developer understands and acknowledges that the Schedule 3.9, Pre-Development Schedule, is a high-level overview of the anticipated timeline for Phase I Trailer Relocation and Phase II design and construction activities, and that a more detailed, sequenced schedule is required to ensure accountability across disciplines, identification of critical path items, and mitigation of potential delays. Accordingly, Developer shall submit said detailed schedule, for County’s review and approval, no later than Phase I Commencement Date with respect to Phase I, and no later than beginning of the design development phase with respect to Phase II. Developer shall use commercially reasonable and diligent efforts to achieve each pre-development milestone by the date for the same as set forth in the Pre-Development Schedule; provided, however, that Developer understands and acknowledges that it has an obligation to meet the Commencement of Construction Deadline, the Substantial Completion Date, the Final Completion Date, the Phase 1 Commencement Date, or the Phase 1 Completion Date. If any milestone will not be achieved by the date for the same as set forth in the Pre-Development Schedule, Developer may update the Pre-Development Schedule to extend such date, provided that: (a) Developer is otherwise using commercially reasonable and diligent efforts to achieve all Pre-Development Deadlines; (b) Developer shall promptly provide County with the updated Pre-Development Schedule; and (c) the Commencement of Construction Deadline, the Substantial Completion Date, the Final Completion Date, the Phase 1 Commencement Date, and the Phase 1 Completion Date shall not be extended except for Force Majeure Delays and County Delays as provided in this Agreement, and (d) the Phase 1 Commencement Date and the Commencement of Construction Outside Date shall not be extended and shall remain fixed. It shall not be a default by Developer under this Agreement if it fails to achieve any milestone date by the date for the same as set forth in the Pre-Development Schedule; *provided, however*, that, if: (a) Developer fails to achieve the Phase 1 Commencement Date or the Phase 1 Completion Date; or (b) the Conditions for Commencement of Construction as defined in Section 6.3 of this Rider have been satisfied, and Developer fails to achieve Commencement of Construction by the Commencement of Construction Deadline, or Substantial Completion by the Substantial Completion Date shall be deemed a default by Developer, and the County shall have the rights and remedies as provided in Sections 6.10 and 6.12 of this Rider, and failure to achieve Final Completion by the Final Completion Date shall be a default by Developer, and the County shall have the rights and remedies as provided in Section 6.11 of this Rider.

SECTION 4 - PLANS FOR NEW COUNTY FACILITIES

4.1 Plan Approval Process. Developer shall prepare all Plans for the New County Facilities and the Trailer Relocation in accordance with the minimum specifications set forth in the Design Criteria. Developer acknowledges and agrees that in no event shall Developer or any of its Contractors undertake any designs, Plans, work, or construction for the New County Facilities or to the Trailer that do not adhere to the specifications and requirements set forth in the Design Criteria, as applicable, without the prior, written consent of the County, which consent shall be granted, conditioned or denied in the sole and absolute discretion of the County. Any such changes shall be evidenced by a Change Order. The preliminary site plan for the New County Facilities (including conceptual plans for the New Counties Facilities) and the schematic design

plans for the New County Facilities shall be subject to the County's written approval, to be granted, conditioned or denied by the County acting reasonably, and all subsequent sets of Plans for the New County Facilities shall be consistent with the County-approved site plan.

(a) All Plans for the New County Facilities and the Trailer Relocation must be prepared by an architect or professional engineer licensed to practice in the State. County shall have the right to review, comment and approve further development of the Plans for the New County Facilities at each of the following stages: (a) fifty percent (50%) and one hundred percent (100%) of the design development phase, and (b) fifty percent (50%) and one hundred percent (100%) of the construction documents phase. The 50% design development phase set of Plans shall further define the design of the New County Facilities based on the schematic design Plans, and each subsequent set of Plans shall further define the design of the New County Facilities based on the immediately prior Plans approved by the County and shall always be consistent with the Design Criteria, as applicable. Plans. The 100% design development documents shall include and show, without limitation, preliminary architectural elevations, structural, grading and drainage plans, utilities, sewer and service connections, locations of ingress and egress to and from the New County Facilities and the Replacement Parcel, parkways, lighting, design and locations for outdoor signs, landscaping, and structures, as applicable to the New County Facilities, all sufficiently specific to enable the County to make an informed judgment about the design and quality of construction and conformance with the Design Criteria. The 50% construction documents set of Plans shall include and show, without limitation, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, locations of ingress and egress to and from the New County Facilities and Replacement Parcel, curbs, gutters, parkways, lighting, design and locations for outdoor signs, landscaping, and structures, as applicable to the New County Facilities, all sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment whether such Plans comply with the immediately prior Plans approved by the County, and with the Design Criteria. The 100% construction documents set of Plans shall include and show, without limitation, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, locations of ingress and egress to and from the New County Facilities and Replacement Parcel, curbs, gutters, parkways, lighting, design and locations for outdoor signs, and structures, as applicable to the New County Facilities, all sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment whether such Plans comply with the immediately prior Plans approved by the County, and with the Design Criteria, as applicable.

(b) County shall provide its comments (if any) to Developer with respect to each iteration of the Plans identified in section 4.1(a) above, and Developer shall incorporate the County's reasonable comments into its Plans and in resolving any objections raised by the County to each set of Plans. Developer shall submit such comments to the Project Architect (and any other applicable Design Professionals) so the Plans and other documents can be revised accordingly before submission of the Project Architect's next phase of Plans. The one hundred percent (100%) complete Plans at each design phase (i.e., design development phase and construction documents phase), as finally approved by County and Developer, shall be initialed by the parties and, once initialed, shall be deemed incorporated into this Rider by this reference.

(c) County shall have a period of fifteen (15) Business Days for all Plans identified in Section 4.1(a) to advise Developer, in writing, of its approval, comments or

disapproval of same. In the event County disapproves of any Plans submitted by Developer, County shall include in its written notification the specific reasons for disapproval and the steps necessary to correct same. In the event of a proper disapproval of any Plans by County, Developer shall incorporate any corrections in the subsequent set of Plans issued. No Plans that require the approval of County hereunder shall be deemed approved unless and until County actually approves same in writing. If the County fails to respond to request for approval of Plans within such fifteen (15) Business Day period, the failure to timely respond shall constitute a County Delay. In the event of a County Delay under this Section, Developer shall be entitled to a day-for-day extension of the dates contained in the Project Schedule. County may not unreasonably withhold, condition or delay its approval of any Plans that require its approval hereunder; provided, however, that the County's disapproval of any Plans that are inconsistent with the Design Criteria, as applicable, or with previously approved Plans (or deemed approved) shall be a reasonable basis for disapproval. Notwithstanding anything to the contrary contained in the Agreement or this Rider, County may not request revisions to the Plans that are inconsistent with the immediately prior Plans approved or deemed approved by the County, or that are reasonably projected to materially increase Project Costs, unless County agrees to deliver to Developer a County Change Order in accordance with the terms of Section 6.5 of this Rider; provided, however, that the Developer understands, agrees and acknowledges that as of the Effective Date, the County has not been provided any layouts, diagrams or schematics of the New County Facilities and all requests by the County for revisions to the proposed layouts and circulation of the New County Facilities that are consistent with the Design Criteria shall be implemented by Developer and its Project Architect without the need for a Change Order, so long as such requests for revisions to the proposed layouts and circulation are reasonably necessary, in the County's sole but reasonable discretion, and cannot be accomplished with a less expensive alternative. By way of example, if the County desires a proposed revision and there is more than one option for reasonably addressing the proposed revision, a County Change Order shall be required if the County selects the more expensive option, so long as the less expensive option, in the County's sole but reasonable discretion, accomplishes the requested revision. If County has previously approved any aspect of the Plans and no portion of any revised set of Plans has affected the earlier-approved aspect, County shall have no right to disapprove that which it approved earlier.

4.2 Final Plans. When the final 100% design and construction plans are complete and approved by the Developer and the County pursuant to Section 4.1 above (the "**Final Plans**"), Developer shall deliver to the County five (5) sets of the Final Plans, including one Mylar set or CADD file and specifications and working drawings for the New County Facilities which are signed and sealed by an architect or professional engineer licensed to practice such in Florida.

(a) Developer shall promptly submit each set of the Final Plans to the applicable Governmental Authorities in order to institute the process of obtaining permits and regulatory approvals for the Final Plans. Developer shall promptly notify County of any changes to the Final Plans requested by the Governmental Authorities in connection with the review of the Final Plans and issuance of any permits for the New County Facilities.

(b) Revisions to each set of the Final Plans that are required by applicable Governmental Authorities (each herein, the "**Revised Complete Plans**") will be made by the Project Architect (in conjunction with the other Design Professionals, as necessary) within ten (10) Business Days (or such longer period of time if required by the Project Architect, if the revisions,

by their nature cannot reasonably be completed within ten (10) Business Days, provided that the Project Architect promptly commences the revisions and diligently pursues same until completion) after the Project Architect receives notice from the Governmental Authorities or Developer (regarding the changes required by the Governmental Authorities). County shall have a period of ten (10) days from receipt of a set of Revised Complete Plans to review and approve or disapprove same, and the County's failure to timely respond shall be a County Delay. County's approval of the Revised Complete Plans may be granted, conditioned or withheld in accordance with Section 4.1(c).

(c) In the event County properly disapproves a set of Revised Complete Plans, Developer and County shall, within ten (10) Business Days (or such longer period as may be reasonably necessary for the parties to convene) of the date of County's written disapproval, detailing County's objections, convene a meeting of the Project Architect, any other required Design Professionals, County's Representative and Developer's Representative. The purpose of the meeting shall be to review the Revised Complete Plans along with County's written objections and to work towards remedying such objections so that a revised set of Revised Complete Plans, as mutually agreeable by Developer and County, can be re-submitted to the Governmental Authorities. Developer shall then cause the Revised Complete Plans to be further revised, if necessary, to address County's proper objections made in accordance with the foregoing provisions and resubmit same for County's review. Within ten (10) days of County's receipt of the further Revised Complete Plans, County shall: (a) approve such Revised Complete Plans (in which case such Revised Complete Plans shall be the Complete Plans with respect to the New County Facilities depicted therein); or (b) disapprove such Revised Complete Plans with specific written objections to same, and the County's failure to timely respond shall be a County Delay. The parties shall continue the foregoing process until County approves of (or is deemed to have approved) the Revised Complete Plans and the parties shall reasonably work together continuing this review and revision process until the Revised Complete Plans have been so approved (or deemed approved). County's approval of revised sets of the Revised Complete Plans may be granted, conditioned or withheld in accordance with Section 4.1(c).

(d) Upon County's approval of a set of Revised Complete Plans, which shall include any changes required by the Governmental Authorities, Developer will promptly resubmit the Revised Complete Plans to the Governmental Authorities for approval. Any further changes to the resubmitted Revised Complete Plans requested or required by the Governmental Authorities shall be handled in accordance with the procedures set forth in this Section 4.2. Each set of the Revised Complete Plans as approved by the Governmental Authorities shall be initialed by the parties, and, once initialed, shall be deemed incorporated into this Rider by this reference and included in the Final Plans.

(e) When the Final Plans have been approved by the applicable Governmental Authorities, Developer shall deliver to the County five (5) sets of the approved Final Plans, including one Mylar set or CADD file and specifications and working drawings for the New County Facilities, which are signed and sealed by an architect or professional engineer licensed to practice such in Florida.

4.3 Final Plan Disputes. County and Developer shall attempt to resolve any disputes concerning the Final Plans that may arise during construction in good faith with the Project

Architect, other Design Professionals, Project Contractor or other required parties, as applicable. In furtherance thereof, upon the request of either party, Developer shall coordinate a meeting with the Project Architect or any other appropriate party to review the Final Plans and discuss any issues, disputes or other concerns of the parties relating to the Final Plans as often as reasonably required to resolve disputes and avoid delays in the New County Facilities.

4.4 County's Participation in Design Development. Notwithstanding Developer's responsibility for the design, administration and construction of the New County Facilities pursuant to the Design and Construction Documents, upon Developer's request, County shall provide guidance (and meet with the Project Architect, the other Design Professionals and Developer) and such other detail for the design of the New County Facilities to ensure that the Plans (including the Final Plans) meet the County's proprietary needs. As such, upon Developer's request or the County's request, the County shall actively participate in and work with (including, without limitation, meeting with as frequently as is necessary as reasonably determined by Developer or by the County) the Project Architect, the other Design Professionals and Developer on the development of the Plans and the Developer similarly has an obligation to facilitate such participation and meetings and to keep the County informed of all Plans' development and matters associated therewith.

4.5 Rights to Plans. Developer shall be the owner of the Plans prepared by or under the direction of the Project Architect and other Design Professionals for the New County Facilities and, upon Final Completion, Developer shall convey ownership of such Plans (including the Final Plans) to the County. Developer shall obtain a written consent from the Project Architect and any other applicable Design Professionals in favor of County ensuring that County shall have the full and unconditional right to use the Plans for any subsequent maintenance, repair, replacement, modification and/or reconstruction of the New County Facilities.

4.6 The County's approval of any Plans pursuant to this Agreement will be undertaken pursuant to the County's proprietary, and not governmental or regulatory, capacity. The County's approval of any Plans pursuant to this Agreement shall not relieve Developer of its obligations under law to file such Plans with any department of the County or any other Governmental Authority having jurisdiction over the issuance of permits and to take such steps as are necessary to obtain issuance of such permits. Developer acknowledges that any approval given by the County pursuant to this Agreement shall not constitute an opinion or agreement by the County that the plans are structurally sufficient or in compliance with any Applicable Laws, and no such approval shall impose any liability upon the County.

SECTION 5 - PROJECT BUDGET/GMP CONTRACT/BONDS

5.1 Project Budget. Based on the Design Criteria, Developer has provided the County with the Project Budget. Except as otherwise specifically set forth herein with respect to payment of the County Contribution, which may be increased by County in accordance with Section 17(A) of this Agreement and which is for the Trailer Relocation, and any costs and expenses related to County Change Orders, the County shall not be responsible for Project Costs or for any additional costs beyond the County Contribution. The County Contribution is allocated as follows: (i) \$200,000.00 shall be allocated towards the Trailer Relocation expenses; (ii) \$500,000.00 shall be allocated towards Project Costs, excluding Trailer Relocation expenses; and (iii) \$2,500,000.00

shall be allocated towards an allowance (“**County Allowance**”) for FF&E and other items to be selected by the County. The \$200,000.00 allocated to the Trailer Relocation shall be disbursed in accordance with the provisions of Section 3.9 (c) of this Rider. The remainder of the County Contribution shall be disbursed in accordance with the provisions of Schedule 5.1 of this Rider.

5.2 Construction Contract. Following the selection of the Project Contractor in accordance with Section 3.2 of the Rider, Developer shall negotiate the terms and conditions of the GMP Contract to be entered into between the Project Contractor and Developer, consistent with the Project Budget. The GMP Contract shall, among other things:

(a) Include a detailed and specific schedule of values for all of the work and scope to be performed as part of the GMP Contract;

(b) Include the warranties required of the Project Contractor under Section 7 of this Rider; and

(c) Include a provision providing that all warranties obtained under the GMP Contract with respect to the Project shall inure to the benefit of, or be assignable to, County.

5.3 Developer shall provide the County a written draft of the GMP Contract prior to entering into the GMP Contract with Project Contractor for the County’s review as to completeness, compliance with this Agreement and Applicable Laws, and quality of construction for the New County Facilities as conforming to the Plans and Design Criteria, as applicable. In addition thereto, Developer shall provide the County with the Schedule of Values itemizing Project tasks and the corresponding costs for each item of work, which Schedule of Values shall be separately subject to the County’s reasonable approval. County shall review same and within fifteen (15) Business Days of receipt of the draft GMP Contract including the Schedule of Values, the County shall provide developer with its approval to proceed with the GMP Contract or with comments or revisions to same (which shall be based solely on non-compliance with this Agreement and Applicable Laws), along with any comments or revisions to the Schedule of Values. Developer shall have five (5) Business Days to respond to County with proposed revisions to the GMP Contract or the Schedule of Values, for the County’s approval, which approval shall not be unreasonably conditioned, withheld or delayed within ten (10) Business Days of Developer’s request for approval. The review and approval process set forth herein shall continue until the County has approved the GMP Contract and the Schedule of Values, and the Developer shall thereafter execute the GMP Contract with the Project Contractor.

5.4 Developer shall provide County a copy of the GMP Contract within three (3) business days of its execution. Any amendments to the GMP Contract, including to the Schedule of Values, shall be subject to this same process of County review and approval, provided, however, that for amendments to the GMP Contract and Schedule of Values, the County’s review and approval/comment period shall be five (5) Business Days. The reference to amendments herein shall not be deemed to include Change Orders.

5.5 Approved Project Budget. Upon receipt of the “guaranteed maximum price” from the Project Contractor pursuant to the GMP Contract, Developer shall provide to the County a final Project Budget for the County’s review and approval, which approval or comments and requested

revisions shall be provided within five (5) Business Days of the County's receipt thereof. The final updated Project Budget approved by the County under this Section shall be deemed the Project Budget for purposes of this Rider (the "**Approved Project Budget**"). For the avoidance of doubt, the County shall not be responsible for any costs or expenses associated with the New County Facilities and or the Trailer Relocation, except for the County Contribution and any approved County Change Orders which may increase the Approved Project Budget.

SECTION 6 - CONSTRUCTION PROGRESS; COMPLETION

6.1 Construction Progress and Construction Schedule. Developer and County shall cooperate with each other and, where necessary, with the Design Professionals and Project Contractor, in good faith to address any issues pertaining to the conformance of the work to the Design and Construction Documents and Final Plans, proposed or potential change orders, concerns (if any) raised by the parties and other matters pertaining to the construction, occupancy and operation of the New County Facilities. The Parties shall use the construction meetings to address all of the foregoing matters. Developer shall cause the Project Architect to certify to Developer and County, the Construction Commencement and Substantial Completion and Final Completion once such events have occurred.

A preliminary construction schedule for the construction and completion of the New County Facilities and the Trailer Relocation will be provided by Developer to County along with the draft GMP Contract submitted pursuant to Section 5.3 of this Rider. Such preliminary construction schedule shall be updated periodically by Developer. The final construction schedule for the New County Facilities (the "**Construction Schedule**") shall be provided by Developer to County as part of the GMP Contract after: (a) Developer awards the construction contract to the Project Contractor; and (b) Developer and the Project Contractor agree to the final construction schedule for the New County Facilities. Updates to the Construction Schedule shall be provided monthly to the County; provided, however and notwithstanding anything herein to the contrary, the Construction Schedule shall be consistent with the deadlines and timelines set forth in this Agreement including, without limitation, adhering to the Commencement of Construction Deadline, the Substantial Completion Date, the Final Completion Date, the Phase 1 Commencement Date, and the Phase 1 Completion Date, and extensions to any of those deadlines require the County's prior, written approval.

6.2 Responsibilities Pertaining to Final Completion of New County Facilities.

(a) County shall hold the Punch List Holdback or Early Closing Holdback, as applicable, in a separate account and in its entirety for the benefit of Developer and the County in accordance with this Rider. Developer shall be reimbursed from the Punch List Holdback or Early Closing Holdback for the costs of achieving: (i) Final Completion; or (ii) if the Closing of the County Parcel occurs prior to Substantial Completion in accordance with Section 9(B) of the Agreement, Substantial Completion (in each case referred to as the "**Final Completion Costs**"). To receive a disbursement of the Punch List Holdback or the Early Closing Holdback, Developer shall submit to the County, not more frequently than monthly, a draw request on a form reasonably acceptable to the County setting forth the percentage completion of the County Facilities and detailing the amounts then due to be paid to the Developer for contractors, subcontractors, material suppliers, and other vendors and service providers in connection with the percentage completion

of work or services related to the County Facilities; provided, however, that each draw request shall represent a percentage of the funds within the Punch List Holdback or Early Closing Holdback that is commensurate with the percentage of completion and based on Schedule of Values. Each draw request shall be accompanied by a progress report in form reasonably acceptable to the County showing the status of progress towards completion of the County Facilities, and by invoices or statements and proof of payment from all third parties to whom payment is due at the time of the draw request, or by receipts and partial releases of lien, where applicable, for amounts advanced by the Developer or paid in a previous draw request. Upon receipt of a draw request the County shall approve or advise Developer by electronic mail of any missing information or detail required for approval of the draw request within ten (10) Business Days of the County's receipt of the draw request. When the draw request has been corrected or completed so that it is in form and substance reasonably acceptable to the County and following approval of the draw request by the County, the County shall thereafter disburse the draw request not later than twenty-one (21) days after approval of the corrected/complete Draw request. For the avoidance of doubt, the County shall not be obligated to contribute any amounts above the funds within the Punch List Holdback or Early Closing Holdback and it shall be Developer's responsibility to achieve Final Completion of the County Facilities irrespective of whether there are sufficient funds remaining in the Punch List Holdback or Early Closing Holdback to pay a draw request.

(b) In the event Developer does not complete the Punch List Items and does not achieve Final Completion within ninety (90) days following the Substantial Completion Date, or in the event the Developer is in default of its construction obligations hereunder and such breach has continued following the expiration of the cure periods of this Agreement, then County shall be entitled to retain and use all or a part of the Punch List Holdback or Early Closing Holdback, as applicable, in order to complete the remaining work and achieve Final Completion.

(c) If Developer does not achieve Final Completion within ninety (90) days following Substantial Completion Date as such date may be extended for Force Majeure or County Delays, or if the Developer is in default of its construction obligations hereunder and such breach has continued following the expiration of the cure periods of this Agreement then County shall have the right to (i) exercise its rights under the Conditional Assignments or to use any other contractor selected by the County, (ii) to cause completion of any remaining work, and (iii) use the balance of the Punch List Holdback or Early Closing Holdback to pay and/or reimburse the County for all of the remaining Final Completion Costs. Any funds not utilized by the County for the aforementioned expenses shall be returned to the Developer no later than two (2) months following Final Completion and after all reconciliations have been completed by the County.

(d) Upon Final Completion Developer shall deliver the following to the County: (i) the final "as built" plans and specifications for the New County Facilities; (ii) all operating manuals and other printed materials provided to Developer by the Project Contractor with respect to the New County Facilities or by manufacturers or installers of any element or system in the New County Facilities; and (iii) all Construction Warranties in favor of the County.

6.3 Construction Commencement.

(a) The following are conditions to commencement of construction (“**Conditions to Commencement of Construction**”):

(i) Developer has obtained the Replacement Parcel Entitlements as set forth in Section 16 of the Agreement;

(ii) Developer has obtained approval from the County and Governmental Authorities for the Final Plans, and if applicable, any and all Revised Complete Plans; and

(iii) Developer and the Project Contractor have entered into the GMP Contract.

(b) Developer shall Commence Construction of the New County Facilities on or before the Commencement of Construction Deadline and shall commence the Trailer Relocation work by the Phase 1 Commencement Date.

6.4 Construction Meetings. From the date the Project Contractor mobilizes on site through Substantial Completion, Developer and County will attend construction meetings with such frequency as reasonably determined by Developer for the purpose of coordinating the work to be done pursuant to this Rider and resolving issues and disputes related to the New County Facilities including, without limitation, the progress of construction and compliance of the New County Facilities with the Final Plans; provided, however, that unless otherwise agreed by the Parties, construction meetings shall be held no less frequently than weekly and the County shall be given reasonable advance notice of such construction meetings and shall have the right to attend all such construction meetings. Such construction meetings are intended to facilitate the construction process and shall not create or enlarge any rights of the parties under this Rider, the Agreement or otherwise relating to the New County Facilities. County’s Representative and Developer’s Representative will attend the meetings in person or by electronic means (through Zoom, Microsoft Teams or other virtual platform). At Developer’s option or at the reasonable request of the County, or as required under their respective contracts with Developer and as otherwise necessary or desirable to address matters pertaining to the current and upcoming stages of construction of the New County Facilities, the Project Architect, Design Professionals, Project Contractor and other contractors will attend the construction meetings. The Developer shall or shall require the Project Contractor to maintain meeting minutes of all construction meetings and the County will be provided with copies of same immediately upon their release.

6.5 Submissions; Change Orders. Change Orders shall be reviewed and/or implemented in accordance with the terms and conditions of this Section.

(a) Governmental Change Orders. The Parties acknowledge that the Final Plans may require changes during the construction process. Developer and County shall be entitled to review any proposed Change Orders which are required by any Governmental Authorities (“**Governmental Change Orders;**” for avoidance of doubt, such term shall exclude Developer Change Orders and County Change Orders) and the County’s consent, not to be unreasonably conditioned, withheld or delayed, is required to implement any such Governmental Change Order (and shall be deemed granted if the County fails to provide approval within ten (10) days of

Developer's request for approval unless the applicable Governmental Change Order modifies the terms of the Agreement, including the Design Criteria Package, or this Rider, in which event, the failure to timely respond may constitute a County Delay). Any proposed Governmental Change Orders shall be promptly delivered to County by Developer or delivered at the periodic construction meetings. For the avoidance of doubt, any increased or additional costs or expense of the New County Facilities as a result of a Governmental Change Order shall be the sole responsibility of Developer.

(b) Developer Change Orders. County's prior written consent shall be required for any Developer Change Orders which consent: (i) may not be unreasonably withheld, conditioned or delayed by the County if the proposed Developer Change Order is to correct any errors or omissions in the Final Plans or to address any unforeseen site conditions or time extensions due to Force Majeure or County Delays, and such proposed Developer Change Order does not reduce the size of the New County Facilities, deviate from the Design Criteria, as applicable, and does not otherwise materially impact the functionality, aesthetics or design of the New County Facilities; (ii) may be granted or conditioned by the County, acting reasonably, if the purpose of the Developer Change Order is to value engineer the New County Facilities to reduce costs and such proposed Developer Change Order does not reduce the size of the New County Facilities, deviate from the Design Criteria, as applicable, and does not otherwise materially impact the functionality, aesthetics or design of the New County Facilities; and (iii) may be granted or withheld by County, in its sole and absolute discretion, in all other instances other than those set forth in this Section 6.5(b)(i) and (ii). In the event Developer proposes to implement a Developer Change Order, Developer shall deliver written notice to County requesting County's review and approval of the Developer Change Order ("**Developer's Plan Change Notice(s)**"), together with a copy of the Plans or other documents depicting or describing the Developer Change Order, for its review and approval in accordance herewith. County shall deliver its written approval or disapproval thereof within ten (10) Business Days after its receipt of Developer's Plan Change Notice and the accompanying Plans. In the event that County disapproves of the Developer Change Order, such notice shall include a reasonably detailed explanation of the reasons for such disapproval and specific suggestions for changes or corrections to the Developer Change Order, if any. Failure of the County to timely respond shall be deemed a County Delay. Developer shall have the right to implement any Developer Change Orders that are approved pursuant to this Section in accordance with this Rider provided, that any savings to the Project Budget shall accrue to the benefit of the County. For the avoidance of doubt, any increased cost or expense associated with a Developer Change Order shall be the sole responsibility of the Developer.

6.6 County Change Orders. County may elect to propose County Change Orders to the Final Plans by written request to Developer from time to time prior to Substantial Completion. If a proposed County Change Order is determined by Developer in its reasonable discretion to likely increase the cost of the New County Facilities and/or to cause an increase in other costs and expenses payable by Developer, or if a proposed County Change Order is determined by Developer to likely extend the completion milestones, then Developer shall submit the proposed County Change Order to its Project Contractors to obtain a price quotation and proposal from all applicable Project Contractors as to the price and time impact of the proposed County Change Order and shall allow the County to participate in negotiating the price and time impact. Developer shall negotiate with Project Contractors in good faith and using commercially reasonable efforts to mitigate and reduce the price and time impact to the New County Facilities from the proposed County Change

Orders; provided, however, in the event that any proposed County Change Orders are determined to cumulatively extend the completion milestones by more than three (3) months, Developer shall have right to reject any such proposed County Change Orders unless the County also, agrees to compensate Developer, as part of the County Change Order, a Developer fee in the amount of a three percent (3%) mark-up on the Project Contractor's cost to perform the work. Pricing must be supported with backup documentation that is sufficiently detailed to allow the County to understand the labor and material costs breakdowns. Time impacts must be supported by a written narrative and clearly show the impacts on the Project's critical path. Subject to the foregoing, Developer shall provide the County with the final, negotiated price and time impact of the proposed County Change Order. The County shall, within ten (10) Business Days after receipt of such notice from Developer with the final, negotiated price and time impact of the proposed County Change Order, notify Developer of its acceptance of same and its agreement to extend the Project Schedule. Payment for County Change Orders shall be processed by draw request from the Developer, following the same process as set forth in Schedule 5.1 (B) of this Rider.. The failure of the County to timely respond shall be deemed the County's withdrawal of the proposed County Change Order. If, within such ten (10) Business Day period, County withdraws the proposed County Change Order or fails to respond, then Developer will not be obligated to implement the proposed County Change Order and the proposed County Change Order shall be null and void and of no further force or effect.

(a) Any proposed Governmental Change Order or Developer Change Order which cannot be resolved by mutual agreement of the County within sixty (60) shall be resolved by the County Mayor or designee, whose decision shall be final and administratively binding, subject to judicial review thereof of any such Claim. During the pendency of any disputed Claim, Developer shall proceed diligently with performance of the Agreement and the County shall continue to make payments for undisputed amounts in accordance with the terms herein.

6.7 County's Inspection Rights. Upon prior reasonable written notice to Developer, Developer will grant County's Representative access to review the status of the construction of the New County Facilities, including without limitation, access to the site and all construction books and records relating to the New County Facilities. Developer shall provide County and County's Representative with: (a) access to any daily (or other periodic) third party reports provided in connection with the construction of the New County Facilities; and (b) such other information in Developer's possession relating to the construction of the New County Facilities as may be reasonably requested by County from time to time. County and County's Representatives shall have the right at any and all reasonable times, upon reasonable prior written notice to Developer, to conduct inspections respecting the work in progress, but shall not unreasonably interfere with the work in progress and such inspections shall not occur more frequently than twice per month. For the avoidance of doubt, the Parties agree that neither (x) County's review or comment on any Plans, nor (y) County's review of the GMP Contract or any other Design and Construction Documents, nor (z) County's inspection of the New County Facilities shall impose any liability on County or constitute an inspection for compliance with Laws, it being agreed that any such activities undertaken by County hereunder are solely for County's benefit.

6.8 Commencement and Completion of Construction. The Developer shall be responsible for the management of the construction of the New County Facilities in accordance with the Final Plans (as may be amended by Approved Change Orders); and the work shall comply

with all permits and Applicable Laws. During the construction, the County's Representative may attend construction meetings, as needed, and periodically visit the site of the New County Facilities to review the progress of construction to ensure adequate performance and conformity with the approved Final Plans. The County's Representative may provide input to the construction Punch-List items and may coordinate with the Developer for the final acceptance of the New County Facilities once all work has been completed and all permits have been approved and closed by all regulatory agencies having jurisdiction.

6.9 Force Majeure; County Delays. In the event that the Developer shall be delayed or prevented from the performance of any act required hereunder by reason of (i) a Force Majeure event, or (ii) a County Delay, then such delay in the performance of such act shall be excused with performance extended for a period equivalent to the period of such delay to the critical path of the Project. In the event that the County shall be delayed or prevented from the performance of any act required hereunder by reason of a Force Majeure event, then such delay in the performance of such acts shall be excused with performance for a period equivalent to the period of such delay, subject to the Force Majeure aggregate time limits provided for in the Agreement.

6.10 Substantial Completion.

(a) Developer shall achieve Final Completion of Phase 1 of the Project no later than the Phase 1 Completion Date. Failure to do so shall constitute a default under the Agreement including this Rider, and in such event, the County shall have the right to liquidated damages pursuant to Section 6.12(a) of this Rider and the right to terminate the Agreement in accordance with the provisions of Section 18(A) of the Agreement, subject to the notice and cure provisions set forth therein.

(b) Developer shall achieve Substantial Completion of the New County Facilities by the earlier of: (i) the date that is three hundred sixty five (365) days after the Commencement of Construction, as such date may be extended for any Force Majeure or County Delay; and (ii) December 31, 2027 (the "**Substantial Completion Date**"), and failure to do so shall constitute a default under the Agreement and this Rider, and in such event, the County shall have the right to liquidated damages and the remedies set forth in Section 6.12(b) of this Rider.

6.11 Final Completion. Developer shall achieve Final Completion of the New County Facilities by the earlier of: (i) February 29, 2028; or (ii) within four hundred twenty five (425) days after the Commencement of Construction, as such date may be extended for any Force Majeure or County Delays (the "**Final Completion Date**"), and failure to do so shall constitute a default under this Rider, and in such event, the County shall have the right, following the expiration of a 30-day cure period to reach Final Completion following the Final Completion Date, to (i) exercise its rights under the Conditional Assignments or to use any other contractor selected by the County to cause completion of any remaining Punch List Items, and (ii) to use the Punch List Holdback or Early Closing Holdback, as applicable and any remaining portion of the County Contribution to make payment to the General Contractor, make payment to any other contractors or consultants, to pay expenses related to achieving Final Completion and/or to complete the Punch List Items. Developer shall be responsible for any expenses in excess of the County Contribution and Punch List Holdback which the County may incur on account of Developer's failure to achieve Final Completion by the Final Completion Date.

6.12 Liquidated Damages.

(a) Phase 1 Completion. Developer acknowledges that the County will sustain damages, the exact amount of which are difficult to ascertain at this time, if Developer fails to complete Phase 1 of the Project on or before the Phase 1 Completion Date. Developer and the County therefore agree that if Developer fails to complete Phase 1 of the Project by the Phase 1 Completion Date, the County shall be entitled to retain or recover from Developer, as the remedy for the Developer's failure to timely complete Phase 1 of the Project by the Phase 1 Completion Date, and not as a penalty, liquidated damages in the amount of One Thousand and 00/100 Dollars (\$1,000.00) for each day that Developer fails to complete Phase 1 of the Project after the Phase 1 Completion Date; provided, however, that the Developer and the County acknowledge that failure to complete Phase I of the Project by the Phase I Completion Date shall also entitle the County to terminate the Agreement, at the County's election, and subject to the notice and cure provisions of Section 18 (A) of the Agreement. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the County will incur as a result of delayed completion of Phase 1 of the Project.

(b) Substantial Completion of New County Facilities. Developer acknowledges that the County will sustain damages, the exact amount of which are difficult to ascertain at this time, if Developer fails to achieve Substantial Completion of the New County Facilities on or before the Substantial Completion Date. Developer and the County therefore agree that if Developer fails to achieve Substantial Completion by the Substantial Completion Date, the County shall be entitled to retain or recover from Developer, as the sole and exclusive remedy for the Developer's failure to timely achieve Substantial Completion of the New County Facilities by the Substantial Completion Date, and not as a penalty, liquidated damages in the amount of Five Hundred and 00/100 Dollars (\$500.00) for each day that Developer fails to achieve Substantial Completion after the Substantial Completion Date. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the County will incur as a result of delayed completion of the New County Facilities. For the avoidance of doubt, the County shall not have the right to terminate this Agreement for Developer's failure to timely achieve the Substantial Completion Date, so long as Developer is (i) paying the foregoing liquidated damages to the County on a monthly basis; (ii) not otherwise in default of its obligations under this Agreement; and (iii) continually prosecuting the work diligently and in good faith to completion.

(c) Notwithstanding anything to the contrary contained in this Agreement or the Rider, the County shall have the right to exercise its remedies pursuant to Section 18(A) of the Exchange Agreement, including, without limitation, the right to terminate this Agreement, if the Developer fails to comply with the conditions of Section 6.12(b)(i) through (iii) of this Rider or otherwise fails to achieve Substantial Completion by the Substantial Completion Outside Date, inclusive of Force Majeure events.

SECTION 7 - CONSTRUCTION WARRANTIES

7.1 Construction Warranties. Developer shall assign to, or cause County to be added as an express benefited party on, and shall provide County with a copy of, the construction warranties provided by the Project Contractor or any other Contractors for the New County Facilities under direct contract with Developer or the Project Contractor, together with any and all other assignable

warranties or guaranties of workmanship or materials provided to Developer by the Project Architect or any other Design Professionals, any subcontractor, manufacturer, supplier or installer of any element or system in the New County Facilities, and all other assignable warranties and guaranties issued to Developer in connection with the New County Facilities (collectively, the “**Construction Warranties**”). Without limiting the other requirements of this Rider, the Construction Warranties for the New County Facilities shall include warranties from all Project Contractors and Design Professionals for the Project in form, content and coverage (in terms of scope and term of years) consistent with the warranties and guaranties of design, workmanship, labor, products, materials, supplies, building and life safety systems, equipment and the like, provided by contractors and design professionals for comparable projects in Miami-Dade County, Florida, in addition to the warranty from the Project Contractor covering the matters set forth in Section 7.2. To the extent the Construction Warranties are assigned by Developer to County, the Construction Warranties shall nevertheless remain jointly enforceable by Developer and County. All Construction Warranties for the Project Contractor shall be required to extend for not less than one (1) calendar year from the date the Project achieves Final Completion.

7.2 Required Project Contractor Warranty. The Project Contractor will warrant in the GMP Contract that, for no less than one (1) year following Final Completion, all products, materials and equipment furnished to the New County Facilities will be of good quality and new unless otherwise required or permitted by the Final Plans, that the New County Facilities will be free from defects, and that the New County Facilities will conform with the requirements of the Design and Construction Documents and the Final Plans. The warranty shall provide that: (a) any work not conforming to the foregoing requirements, including substitutions not properly approved and authorized in writing by any required party or parties pursuant to the Design and Construction Documents, shall be considered defective and shall be corrected by the Project Contractor, at its expense, promptly following written notice from Developer or County (as applicable); and (b) if the Project Contractor fails to promptly cure and correct such defects after such notice to the Project Contractor (and, in any event, within the Cure Period), Developer or County (as applicable) may perform same and the Project Contractor shall be liable for all actual, reasonable, documented out-of-pocket costs and expenses incurred by such party in curing and correcting such defects. The foregoing warranty may exclude recovery for damage or defect caused by abuse or improper or insufficient maintenance of the New County Facilities by the beneficiary enforcing the warranty.

SECTION 8 - FLORIDA PUBLIC RECORDS ACT

8.1 As it relates to this Rider and Developer’s obligations to develop, design, permit and construct the New County Facilities, pursuant to Section 119.0701 of the Florida Statutes:

(a) Developer understands, agrees and acknowledges that this Rider and Developer’s operations thereunder are subject to the provisions of Chapter 119 of the Florida Statutes commonly referred to as “Florida’s Public Records Laws”.

(b) For purposes of this section, the term “public records” shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

(c) IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS RIDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, _____@MIAMIDADE.GOV, 111 N.W. 1ST STREET, SUITE 1300, MIAMI, FLORIDA 33128.

(d) Developer is required to keep and maintain public records required to perform under this Rider and, upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by Applicable Law.

(e) Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the New County Facilities project if the Developer does not transfer the records to the County.

(f) Upon completion of the New County Facilities, Developer shall transfer, at no cost, to the County all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If the Developer transfers all public records to the County upon completion of the New County Facilities, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the New County Facilities, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(g) If the County does not possess public records responsive to a request to inspect or copy public records relating to this Rider, the County shall immediately notify the Developer of the request, and the contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(h) If Developer does not comply with a request for records, it shall be a material breach of this Rider and the County shall have the right to the remedies set forth in this Agreement. In addition, if Developers fails to provide the public records within a reasonable time may be subject to penalties under s. 119.10.

Developer's obligations under this section of the Rider shall survive the termination of this Agreement.

PRE-DEVELOPMENT SCHEDULE FOR NEW COUNTY FACILITIES

[illegible]

SCHEDULE 5.1 To DEVELOPMENT RIDER TO EXCHANGE AGREEMENT

COUNTY CONTRIBUTION, SELECTION OF FF&E AND OTHER ITEMS AND DISBURSEMENT PROCEDURES FOR PROJECT COSTS, AND COUNTY ALLOWANCE FOR FF& E AND OTHER SPECIFIED ITEMS

- A) The County Contribution- The County Contribution of Three Million Two Hundred Thousand and 00/100 (\$3,200,000.00) shall be allocated as follows: (i) \$200,000.00 shall be allocated towards the Trailer Relocation expenses, and disbursed in accordance with the provisions of Section 3.9 (c) of this Rider; (ii) \$500,000.00 shall be allocated towards Project Costs, excluding Trailer Relocation expenses; and (iii) \$2,500,000.00 shall be allocated towards the County Allowance
- B) Project Costs Contribution- The County shall fund up to \$500,000.00 for Project Costs, conditioned on Developer's implementation of the Sustainable Buildings Program as follows:
- (a) Upon the County's approval of the GMP Contract, Developer shall submit a Draw Request to the County, on a form reasonably acceptable to the County, in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00). The County shall review such Draw Request in accordance with Section 5.1(B)(d) of this Rider, and payment thereof shall be subject to the County's verification that the Final Plans and final permits issued for the New County Facilities incorporate the scope required to achieve compliance with the Sustainable Buildings Program.
- (b) At 50% completion of the New County Facilities, Developer shall submit a Draw Request to the County, in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), which draw request shall include the certification of the Project Architect that the New County Facilities has achieved 50% completion in accordance with the Final Plans (inclusive of the Sustainable Buildings Program requirements). The County shall review such Draw Request in accordance with Section 5.1(B)(d) of this Rider, and payment thereof shall be subject to the County's verification that fifty percent (50%) of the New County Facilities has been achieved in accordance with the Final Plans (inclusive of the elements relating to compliance with the Sustainable Buildings Program).
- (c) At Substantial Completion of the New County Facilities, Developer shall submit a Draw Request to the County, in the amount of \$250,000. The County shall review such Draw Request in accordance with Section 5.1(B)(d) of this Rider, and payment thereof shall be subject to the County's verification that compliance with the Sustainable Buildings Program have been successfully achieved.

(d) The Draw Requests to the County shall detail the amounts then due to be paid to the Developer in accordance with this Section 5.1. Each Draw Request shall be accompanied by a progress report in form reasonably acceptable to the County showing the status of progress towards completion of the County's Sustainable Buildings and Ordinances Program. Upon receipt of a Draw Request the County shall approve or advise Developer by electronic mail of any missing information or detail required for approval of the Draw Request within ten (10) Business Days of the County's receipt of the Draw Request. When the Draw Request has been corrected or completed so that it is in form and substance reasonably acceptable to the County, the County shall disburse the Draw Request not later than twenty-one (21) days after receipt of the corrected/complete Draw Request. For the avoidance of doubt, the County shall not be obligated to contribute any amounts above the funds within the County Contribution allocated towards the Project Costs as herein set forth.

C) County Allowance for FF&E and Other Items- The County shall fund up to Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000) to be used exclusively for the purchase, delivery and installation of FF&E and other items selected by the County in its sole discretion, such as a generator, a security system, and or a building management system.

(i) The County shall have the sole and exclusive right to select, specify, and approve all FF&E items and other allowance items to be acquired using the County Allowance. The County shall provide such selections, along with all required specifications and documentation, to the Developer in a timely manner to avoid delay to the Project Schedule.

(ii) The Developer shall be responsible for the procurement, purchasing, coordination, delivery, and installation of all FF&E and other items selected by the County under the County Allowance. The Developer shall obtain competitive pricing and coordinate all vendor and subcontractor activities necessary to ensure timely delivery and proper installation in accordance with the Project Schedule.

(iii) The Developer shall (a) maintain a separate ledger and tracking mechanism for all FF&E and other County Allowance expenditures; (b) provide the County with regular updates and detailed reports reflecting the status of the purchases, deliveries, and costs incurred to date; and (c) notify the County promptly if any selections are projected to exceed the County Allowance

(iv) The County shall reimburse the Developer for the actual costs incurred by the Developer in the purchase, delivery, and installation of FF&E and other items selected by the County up to the amount of the County Allowance. The Developer shall submit a Draw Request as set forth in (B) above, with detailed invoices and reasonably supporting documentation for all County Allowance related expenditures. It shall be the Developer's responsibility to notify the County, prior to the Developer incurring the cost or expense, of any selections or installations that might exceed the County Allowance.

(v) All FF&E items and other items purchased with the County Allowance shall become the property of the County upon delivery to the Project site, regardless of the timing of the installation or payment.

EXHIBIT “N”

DESIGN CRITERIA

Miami-Dade Animal Services Department **Pet Adoption and Protection Center**

1. INTRODUCTION

The Miami-Dade Animal Services Department (ASD or Department) aims to modernize and consolidate its animal care, surgery, and adoption operations into a new development. The existing facility in Medley, Florida, has reached the end of its useful life and is no longer capable of providing the level of care and operational efficiency required to meet the County’s growing needs. Aging infrastructure, limited capacity, and outdated systems have compromised the ability to deliver humane, timely, and comprehensive services to animals in need. This project offers a transformative opportunity to replace the deteriorated facility with a new, state-of-the-art center that reflects the County’s commitment to responsible animal care, public health, and community engagement.

The project will be taken forward in two phases, of which Phase 1 will temporarily relocate the existing pet sterilization center trailer within the South Dade Government Center site while Phase 2, a permanent, Pet Adoption and Protection Center, is being designed, permitted, and constructed as a turn-key facility.

The new facility will significantly enhance the quality of services—from high-volume spay/neuter programs to adoptions and long-term sheltering—while improving conditions for animals, staff, and the public through modern design, sustainable infrastructure, and expanded operational capacity. The project involves the design and construction of a modern, humane, and efficient 25,648 square-foot facility (approximate square footage excluding ingress/egress and access corridors, which are estimated to be in the range of fifteen (15%) percent to twenty-five (25%) percent of the total facility square footage, to be determined in the Finals Plans), to replace the aging Miami-Dade Animal Services Medley dog adoption center. This new, fully enclosed, climate-controlled building will provide long-term capacity for the sheltering, treatment, and rehoming of animals—specifically dogs and cats—in separate, specialized housing areas. The facility will feature approximately 200 kennels with flexible configurations, dedicated isolation rooms for medical quarantine, and a full veterinary clinic with exam, treatment, and triage spaces. The facility will also allow for the relocation of ASD’s cat spaying and neutering services provided out of a trailer located at the South Dade Government Center property.

Key site improvements include the development of outdoor play yards and shaded areas, secure perimeter fencing, and the addition of parking to accommodate staff, volunteers, and visitors. The design incorporating natural daylight, energy-efficient systems, passive ventilation, and high-volume air exchange to reduce odor and

disease transmission. Modular elements will support future expansions or reconfigurations. Supporting infrastructure will include a lobby for adoptions, staff amenities (locker rooms, showers, and workspaces), animal care spaces (grooming, feeding, bathing, and laundry rooms), and durable infrastructure like hose bibs, drains, electrical outlets, and acoustic treatments to minimize noise and improve functionality.

This Design Criteria within Section 2.0 establishes the scope, required standards of materials and construction and design objectives for the Phase 1 Trailer Relocation and Phase 2 Animal Services Department Pet Adoption and Protection Center to be provided by the Developer. Section 3.0 outlines scope enhancements that are to be incorporated into the project at Miami-Dade County's direction and funded as County Allowance Items pursuant to Section 3.

2. FACILITY SCOPE & PROGRAM – DEVELOPER RESPONSIBILITY

Phase 1 – Proposed Temporary Relocation of ASD South Dade Operation:

Phase 1 encompasses the coordinated removal, preparation, transportation, and reinstallation of an existing mobile trailer unit currently used for the South Dade ASD Operations. The proposed relocation will move the trailer to a location acceptable to the County within the same parcel (Folio 36-6007-000-0551). Refer to Exhibit A for schematic of proposed relocation. The developer will also refurbish the trailer by repairing damaged flooring and roofing (as required by applicable codes) and returning the trailer to an operable state acceptable to County for continuation of its South Dade ASD Operations in the new location.

- Furniture Removal
 - Coordinate with ASD to remove all interior furniture and non-fixed equipment from the trailer to prepare it for relocation. County shall be responsible for identifying suitable location for storage of furniture/equipment.
 - Removal of entire front counter.
- Utility Disconnection
 - Disconnect and cap all existing utility connections (electrical, water, sewer, etc.) to allow for safe trailer transport.
- Site Preparation
 - Prepare both the current and new sites, including clearing, leveling, fencing, and other site modifications necessary to facilitate the relocation and operation at new trailer location.
- Ramp Removal
 - Disassemble and remove existing ramps from the trailer in coordination

with all necessary parties

- Trailer Disassembly
 - Separate and prepare the trailer units for transport
 - Removal of all LVT flooring
 - Removal of the wall and cabinets dividing the lobby from the surgery suite
- Trailer Transport
 - Move trailer components from the current to the new location
- Trailer Assembly
 - Reassemble the trailer at the new site.
- Ramp Reinstallation
 - Install ramps at the new location for accessibility.
- Rehabilitation and Repair
 - Repair of damaged flooring and roofing and preparation of trailer for re-occupancy
 - The current wall, counter, and flooring are obstructing the seam lines needed to separate the trailers, the seams will need to be cut/divided and re-welded after moving.
- Furniture Reinstallation
 - Coordinate with ASD to have furniture and equipment moved back into the trailer.
- Utility Reconnection
 - Reconnect utilities and verify proper operation of all systems.
- Recommissioning of Trailer
 - Preparation of trailer and hand-over to County for continuation of its South Dade ASD Operations. In total, from decommissioning to recommissioning of trailer, ASD the ASD operation will be impacted for a timeframe not to exceed 60 days.

Phase 2 – ASD Pet Adoption and Protection Center:

The ASD Pet Adoption and Protection Center will provide all necessary building functions for the Department to carry-on its mission. The facility will allow ASD to undertake a comprehensive range of activities focused on animal care, public health, and community engagement. One of the core functions will be the sheltering and humane treatment of lost, abandoned, and surrendered animals.

The Developer shall be responsible for the design, permitting, development and

construction of the New County Facilities pursuant to and in accordance with the Exchange Agreement. The facility will be designed to accommodate both dogs and cats in separate, species-specific areas with climate-controlled environments and outdoor play yards, promoting both physical and behavioral health. Medical and surgical care will also be a key activity, with an on-site veterinary clinic providing exam, treatment, and triage services. High-volume spay and neuter surgeries will be performed regularly as part of ASD's mission to control pet overpopulation. Adoption services will be a major public-facing component, supported by dedicated lobby and reception areas where potential adopters can receive assistance and information. In addition to adoption programs, the center will support reunification efforts for lost pets.

Supporting these core functions are numerous animal care and operational support services, including grooming, feeding, bathing, laundry, and facility maintenance. The center will also serve as a hub for staff and volunteers with designated break room, workstations, locker rooms, and showers. Community outreach and education efforts—such as fostering, volunteering, and pet wellness initiatives—will be integrated into the department's activities, reinforcing the center's role not just as a shelter, but as a vital community resource promoting responsible pet ownership and animal welfare.

The facility program and components are described below:

- Facility Scope:
 - A permanent, fully enclosed, climate-controlled facility of 25,648 square feet (approximate square footage excluding ingress/egress and access corridors), designed to accommodate dogs and cats separately, each with specialized housing and support areas.
 - Program Areas:
 - Kennel Wings:
 - Approximately 200 kennels (12' x 4' runs), each equipped with double guillotine doors for animal pairing and flexibility.
 - Isolation Areas:
 - Minimum of four (4) dedicated dog isolation rooms and three (3) cat isolations rooms for medical quarantine (12 x 12' each), with independent/isolated HVAC.
 - Adoption Waiting Room:
 - Adoption waiting room for residents/patrons visiting the facility to adopt pets.
 - Veterinary Clinic Suite:

- Clinic with exam room, preparation area, and treatment/triage capabilities.
 - Receiving Room, Diagnostic Room, and Animal Intake Areas
 - Wellness Clinic for vaccination of animals
 - Pharmacy Area
- Staff & Public Support Areas:
 - Lobby and reception space
 - Break room, bathrooms, showers, and locker rooms for approximately 60 staff members.
- Office Area
 - Offices for services with individual/private offices and hotelling office with workstations for hybrid staff.
 - Conference room for staff meetings.
- Animal Care Support Areas:
 - Grooming Room
 - Animal Bathing Station
 - Feed Room (double doors, adjacent to loading dock).
 - Laundry Room
 - Janitorial Room
 - Maintenance, Electrical, IT Rooms
 - Dish Room
- Warehouse Area
 - Warehousing for storage and handling of essential goods and materials for support of the ASD's operation, the specific location of which will be provided during the design development phase and subject to County approval, including loading dock.
- Outdoor Amenities:
 - Outdoor Play Yards with shade structures, with the amount of shade structures, size, and location to be provided during the design development phase and subject to County approval.
 - Short, and multiple, ingress/egress routes throughout the facility to allow rapid outdoor access for dogs.

- Site Improvements:
 - Site planning to prioritize green space, with outdoor play yards (turf preferred) and shaded areas, the detail of which will be provided during the design development phase and subject to County approval.
 - Construction of 120 parking spaces to support staff, volunteers, visitors, and events.
 - Secure 8-foot chain-link perimeter fencing with strategically located ingress/egress points and controlled access points through an access control system. The access control system will be funded from the County Allowance.
- County Allowance Items – As described in Section 3
- Infrastructure Requirements:
 - Widespread distribution of hose bibs, floor drains, and electrical outlets. Hose bibs are intended to be spaced at every 50 feet, as applicable and coordinated with ASD.
 - Wide corridors for adequate ingress/egress of staff and equipment
 - Acoustic treatments to mitigate operational noise.

**MIAMI-DADE COUNTY ASD PET ADOPTION AND PROTECTION CENTER
PROGRAM SUMMARY**

Area ID	Area Description	SF
A	Adoption Waiting Room	900
B	Kennel Areas and Isolation Rooms	10,660
C	Offices	1,888
	C-1 <i>Offices for Services</i>	1,488
	C-2 <i>Conference Room</i>	400
D	Public Bathrooms	300
E	Surgery & Wellness Center	5,600
	E-1 <i>Surgery Center</i>	3,000
	E-2 <i>Receiving Room</i>	800
	E-3 <i>Diagnostic Room</i>	200
	E-4 <i>Animal Intake</i>	400
	E-5 <i>Wellness Vaccination Area</i>	800
	E-6 <i>Pharmacy</i>	400
F	Staff Facility Area	2,200
	F-1 <i>Breakroom</i>	400
	F-2 <i>Lockers, Bathrooms, Showers</i>	1,800
H	Warehouse/Storage Area	3,000
I	Support Areas (Laundry, Feeding, Dish, Mechanical, Electrical, IT, Maintenance Rooms)	1,100
	Total	25,648

Outdoor Area ID	Area Description	SF
OA_1	Covered Outdoor Play Area	1,500
OA-2	Outdoor Play Area	10,000
OA-3	Parking (spaces)	120

Note: SF=Approximate Square Footage

2.1. APPLICABLE CODES AND STANDARDS

2.1.1. The facility shall comply with all applicable codes, including:

- Florida Building Code
- National Fire Protection Association 101 Life Safety Code (NFPA)
- International Mechanical Code (IMC)
- International Plumbing Code (IPC)
- National Electric Code (NEC)

2.2. SITE

2.2.1. Site design shall address the relationships of site elements to the streets and neighbors, the specifics of which shall be provided during the design development phase, subject to County approval.

2.2.1.1. Site design shall accommodate program requirements.

2.2.1.2. Parking

2.2.1.2.1. Parking areas and entrances shall be fully curbed.

2.2.1.2.2. The overall parking layout shall be designed to function in a safe and efficient manner in accordance with all applicable codes and regulations.

2.2.1.2.3. The minimum allowable standard parking stall dimensions shall be 9'x18'. All parking lot stripping and other markings shall be white, except American with Disability Act (ADA) markings, which shall be blue. All parking areas and drives shall be graded to drain to inlets. Provide anchored pre-cast concrete wheel stops at all parking stalls.

2.2.1.2.4. A minimum of 120 parking spaces shall be provided

2.2.1.2.5. Accessible parking spaces for the physically challenged shall be provided in close proximity to building entrances. The parking requirements and related curb cuts, ramps, and marking for the physically challenged shall comply with the Florida Building Code (FBC), ADA and the Accessibility Guidelines Manual Requirements, and the ADA Ordinance. All grading throughout shall comply with ADA guidelines as to steepness of slopes.

2.2.1.2.6. Areas next to driveways, drop-off areas, etc. will be protected from vehicular traffic with non-extruded concrete curbing, bollards, wheel stops, or other effective means complying with applicable drainage requirements.

2.2.1.2.7. Access from parking facilities will be provided via concrete walkways. Width of walkways shall be according to use, but not less than five (5) feet in width.

2.2.1.2.8. Drainage structures in compliance with Miami-Dade County Public Works and other regulatory requirements will be provided that contain run-off water onto property and onto access easements.

2.2.1.2.9. Loading dock shall be provided for receiving deliveries to the

facility of pet food and other bulk items.

2.2.1.2.10. A gated area in the parking lot towards the rear of the building will be included in the design development phase, to be approved by the County

2.2.1.3. Landscape Requirements

2.2.1.3.1. Planting and Related Work

- Root barrier systems shall be provided for large canopy trees where potential damage to buildings and/or hardscape may occur.
- Landscape design shall be coordinated with the exterior signage, lighting, and transportation (visibility triangle) requirements.
- Planting areas in parking lots shall be de-compacted so that drainage is not impeded.
- Appropriate species, size and form of vegetation shall be considered in order to minimize conflict between vehicular and pedestrian circulation.
- Trees shall be located to avoid conflict with underground utilities, lighting, pedestrian and vehicular fence gates.
- All landscape areas are to be irrigated with automatic system, either through the existing well site or through a domestic water system, as permitted by the respective regulatory agencies
- All landscape architecture shall comply with Chapter 18A (Landscape Code) of the Miami-Dade County Code of Ordinances.
- More specificity on the above, including the cost thereof, shall be provided during the design development phase, to be approved by the County.

2.2.1.4. Area Lighting

2.2.1.4.1. Exterior lighting to provide a minimum of 1 foot-candles throughout the site, including parking areas shall be provided. All requirements of Miami-Dade County Zoning Ordinances shall be met.

2.2.1.5. Fencing

2.2.1.5.1. An 8' metal vertical picket perimeter fence shall be provided to prevent animals from escaping and to deter unauthorized access.

The fence design shall eliminate gaps or protrusions that could injure animals or allow small animals to squeeze through or dig under.

2.2.1.6. Finish Building Elevation

2.2.1.6.1. Finish floor elevations will comply with Florida Building Code and Miami-Dade Flood Criteria.

2.2.1.7. Drainage

2.2.1.7.1. Drainage which moves water away from the facility shall be provided. All parking areas shall be provided with DERM approved catch basins, which will drain into underground drainage structures, sized as per Public Works Standards and according to the results of the percolation tests.

2.2.1.8. Outdoor seating areas

2.2.1.8.1. Outdoor seating area with shade structures for employees and visitors will be provided the details of which will be coordinated during the design development phase, to be approved by the County.

2.2.1.9. Existing Underground Structures

2.2.1.9.1. Any underground structures encountered shall have contents disposed of per DERM requirements and shall be removed and backfilled.

2.3. CIVIL

2.3.1. General

2.3.1.1. The facility shall be served by the necessary infrastructure to operate for the intended use. This includes the provision of on-site utilities and civil infrastructure. Offsite water and sewer utilities shall be provided via connection to infrastructure available via WASD Agreement #32015. The required onsite and offsite water/sewer utilities, described above, along with any applicable permits, shall be provided by the Developer.

2.3.2. Public Sanitary Sewers

2.3.2.1. The subject property is within the service area of Miami-Dade Water and Sewer Department (WASD).

2.3.2.2. The proposed onsite sanitary sewer system to serve the project shall be designed and constructed in strict accordance with the requirements

established by all applicable local, state, and federal requirements, including but not limited to:

2.3.2.2.1. Miami Dade Water & Sewer Department "Design and Construction Standard Specifications and Details (LATEST EDITION) for Donation Utility Construction (Section UC-250 to UC-370)

2.3.2.2.2. Miami-Dade County Department of Transportation and Public Works

2.3.2.2.3. Miami-Dade County RER — Wastewater Section

2.3.2.2.4. Florida Department of Environmental Protection (Chapter 62-604 for Wastewater Facilities)

2.3.3. Domestic Water Supply

2.3.3.1. The subject property is within the service area of Miami-Dade Water and Sewer Department (WASD).

2.3.3.2. The proposed onsite water distribution system for the new development shall be designed and constructed in strict accordance with the requirements established by all applicable local, state and federal requirements, including but not limited to:

2.3.3.2.1. Miami-Dade Water & Sewer Department "Design and Construction Standard Specifications and Details (LATEST EDITION) for Donation Water Mains.

2.3.3.2.2. Miami-Dade County Fire Department

2.3.3.2.3. Miami-Dade County RER — Water Supply Section

2.3.3.2.4. State of Florida Department of Health

2.3.3.3. Fire Protection Service

2.3.3.3.1. Fire lines required to serve the proposed building fire suppression system shall be ductile iron pipe, 4-inch diameter (min.). An above ground Double Detector Check Valve Assembly with Post Indicator Valve and Fire Department (Siamese) connection shall be installed on all fire lines. The Siamese connection shall not be more than 150 feet from a fire hydrant. The Siamese connection shall be located as such that it is visible from fire lanes and clear of obstructions/landscaping.

2.3.3.4. Irrigation System

- 2.3.3.4.1. Irrigation will be provided by an onsite well. Such irrigation well will require approval of all appropriate regulatory agencies, and if such approval is not granted due to water contamination or other conditions, the irrigation system will be provided through the domestic water system..
- 2.3.3.4.2. The irrigation system shall be designed to meet the project's irrigation needs including the ability to separate the total irrigation area by zones in order to provide specific water needs by areas and vegetation needs.

2.3.3.5. On Site Stormwater Management

- 2.3.3.5.1. The subject property shall comply with all requirements and standards established by Miami-Dade County and/or the South Florida Water Management District as they pertain to stormwater management.
- 2.3.3.5.2. All stormwater must be retained on-site utilizing properly designed seepage or infiltration drainage structures and/or on-site retention areas.
- 2.3.3.5.3. A Storm Water Management Pollution Prevention Plan (SWPPP) using Best Management Practices (BMPs) to provide erosion and sedimentation control shall be prepared and NPDES Notice of Intent Permit will be required.
- 2.3.3.5.4. Exfiltration trenches shall be designed following accepted methodology contained in the SFWMD — Environmental Resource Permit (Volume IV). The exfiltration trench shall extend to a depth of 15 feet below finished grade in accordance with Miami-Dade County Public Works Standard Detail SD 1. 1: "Exfiltration Trench". Minimum exfiltration trench pipe diameter shall be 15 inches. All drainage structures preceding exfiltration trench systems shall be fitted with pollution retardant baffles.
- 2.3.3.5.5. Drainage (solid or perforated) pipe shall be a minimum of 15-inch diameter. Pipe material shall be corrugated aluminum pipe (C.A.P.) or High-Density Polyethylene (H.D.P.E.).
- 2.3.3.5.6. Drainage design for the proposed on-site parking and driveways shall be designed to meet a minimum storm frequency of a 5-year storm event.

2.3.3.6. Onsite Parking Areas

- 2.3.3.6.1. Parking spaces shall be located at a 90° angle to the access driveways. All access driveways should be open to allow two-

way traffic patterns.

- 2.3.3.6.2. Landscaped islands with curbs shall be located at the ends of all parking rows, and throughout the parking lot at an interval that averages no more than one island for every 10 consecutive spaces.
- 2.3.3.6.3. All access driveways and parking spaces shall be hard surface paving materials. The proposed pavement design supported by methodology and calculations used to determine the pavement thickness based on existing soil conditions and vehicular loads shall be provided. At a minimum, the pavement section for onsite access driveways and parking areas shall be:
 - 2.3.3.6.4. 1.5 inches asphalt concrete surface course in two 3/4-inch layers per Miami-Dade County Public Works Manual - Part 2, Specification Section 133; "Type S-III Asphalt Concrete Surface Course."
 - 2.3.3.6.5. 8-inch (minimum) Limerock base per Miami-Dade County Public Works Manual - Part 2, Specification Section 51; "Limerock Base" compacted to a density no less than 98% of the maximum density per AASHTO Specification T-180; and a Limerock Bearing Ration (LBR) of 100.
 - 2.3.3.6.6. 12-inch Stabilized Subgrade, per Miami-Dade County Public Works Manual - Part 2, Specification Section 33; "Stabilizing" compacted to a density no less than 95% of the maximum density per AASHTO Specification T-180; and a Limerock Bearing Ration (LBR) of 40.
 - 2.3.3.6.7. Concrete, Curb, & Gutter (Type D and Type F per Miami-Dade County Public Works Details) shall be used for all paved areas and driveways.
 - 2.3.3.6.8. Wherever provided Handicapped Ramps shall be concrete. Handicap Parking should be located near the public entrance and at major staff entrances.
 - 2.3.3.6.9. Sidewalks shall be concrete and a minimum of 5-feet wide. Surfaces shall be slip resistant under wet and dry conditions. Slope to drain away from the building.
 - 2.3.3.6.10. Electric vehicle parking will be provided in accordance to Miami-Dade County Sustainable Buildings Program - Implementing Order No.: 8-8 , and which shall in no event be any less than two parking spaces.

2.3.3.7. On Site Grading:

- 2.3.3.7.1. Finished floor building elevations shall be set per Miami-Dade County Code and Miami-Dade County Flood Criteria.
- 2.3.3.7.2. The minimum longitudinal slope in off-street parking lots is 0.4%. The maximum slope is 1%. Cross slopes in the parking area to be used by the disabled shall not exceed 2%
- 2.3.3.7.3. Sidewalks and paths shall have a minimum cross slope of ¼ inch per foot (2%), and not to exceed ¾ inch per foot or accessibility requirements, whichever is less.
- 2.3.3.7.4. Sod areas, except for retention ponds, should have a minimum slope of 0.5%.

2.4. BUILDING

2.4.1. Building Design

- 2.4.1.1. The Facility shall be designed to provide ASD with maximum value and meet functional requirements outlined in the facility program in Section 2.0 of this document.

2.4.2. Exterior Building Features

- 2.4.2.1. Building entries shall be protected from exposure to weather through exterior canopies, building recesses or overhangs at all exterior entrances to Facility doorways
- 2.4.2.2. Exterior facades and roof overhangs shall be designed to inhibit bird roosting and nesting.

2.4.3. Roof Systems

- 2.4.3.1. Provide Thermoplastic Polyolefin (TPO) Membrane Roofing
- 2.4.3.2. Installed roofing membrane system shall remain watertight and resist specified wind uplift pressures, thermally induced movement, and exposure to weather without failure.
- 2.4.3.3. Roofing system and all products used in assembly shall comply with and meet the requirements of the appropriate Miami-Dade County Notice of Acceptance
- 2.4.3.4. Light colored roofs are required to reflect heat
- 2.4.3.5. Flashing
 - 2.4.3.5.1. Concealed flashing systems that cannot be easily replaced shall

be permanent, stainless steel, copper or other metal flashing systems not subject to corrosion. Systems shall be consistent in material, detail, scale and quality with the Facility design;

2.4.3.5.2. Sealant, fire safing, fire protection and caulking systems;

2.4.3.5.3. Barrier walls and drainage plane walls;

2.4.3.5.4. Exterior cladding systems;

2.4.3.5.5. Exterior building identification systems;

2.4.3.5.6. Fenestration and fixed windows, curtain walls and entry door systems.

2.4.3.5.7. Provide roof manufacturer's approved flashing system;

2.4.3.5.8. Allow for thermal and structural expansion and contraction as required to ensure the integrity of the roofing system;

2.4.3.5.9. All metal profiles shall be stainless steel – 24 gauge.

2.4.3.6. Roof Drains

2.4.3.6.1. No plastic roof drains or domes will be utilized.

2.4.3.6.2. All roof drains shall be compatible with the roofing system selected and are to be installed according to manufacturer's recommendations.

2.4.3.6.3. Drainage calculations utilizing percolation tests and Miami-Dade County Public Works standards will be provided. Location of downspouts/scuppers will be coordinated into building design to provide an aesthetically pleasing solution.

2.4.3.7. Fasteners

2.4.3.7.1. All fasteners shall be corrosion resistant.

2.4.3.7.2. Roof structures and roofing systems shall be designed for hurricane wind force resistance in accordance with requirements of the FBC, ASCE 7. Exterior and interior walking surfaces shall have textured or other slip resistant finishes in compliance with the FBC and ADA requirements.

2.4.4. Exterior Walls and Finishes

2.4.4.1. Exterior walls shall be constructed of a minimum of two different materials and a maximum of four. No single material can be used for

more than 90% of the exterior wall area. A change of paint color does not qualify as a change of material.

- 2.4.4.2. Finish Coating: All finish coatings, if installed, shall meet the latest Miami-Dade County requirements of Resisting Windborne Debris. All exterior stucco finished surfaces, if stucco is utilized, shall be given a thinned lacquer seal coat followed by two coats of vinyl base paint. All exposed metals, if any, shall be galvanized steel (unless otherwise noted) and shall be received with a manufacturer's approved rust inhibitive primer coat to receive a new paint finish. Primer shall be touched up as necessary followed by two finish coats of rust inhibiting paint. All exterior paints will be of a quality designed to protect substrate materials from weather and climate conditions.

2.4.5. Structural System

- 2.4.5.1. The facility shall be designed to a Florida Building Code risk category II structure and be hurricane rated in accordance to the requirements of FBC 2023 Edition and Miami-Dade County Code.

2.4.5.2. Codes and Standards:

- 2.4.5.2.1. Florida Building Code (FBC) 2023 Edition.

- 2.4.5.2.2. Minimum Design Loads for Buildings and Other Structures (ASCE/SEI-7- 10)

- 2.4.5.2.3. Building Code Requirements for Structural Concrete (ACI 318-14).

- 2.4.5.2.4. American Institute of Steel Construction Specification for Structural Steel Buildings (AISC 360-10) and the 15th Edition (Chapter 35 2017 FBC 6th Edition) of the AISC Manual of Steel Construction.

- 2.4.5.2.5. Welding procedures and qualifications for welders shall follow the recommended practices of the American Welding Society D1.1 Structural Welding Code.

- 2.4.5.2.6. Guide to Design of Slabs on Ground – ACI 360-10

2.4.5.3. Foundation System:

- 2.4.5.3.1. It is anticipated that shallow foundations (spread footers) will be utilized for this project based on geotechnical report on record.

2.4.5.4. Exterior Walls:

2.4.5.4.1. The exterior walls will be of masonry block or tilt-up panels.

2.4.5.5. Columns:

2.4.5.6. Typical main building columns will be concrete columns supported by foundation system.

2.4.6. Interior Partitions, which shall include CBS divider walls in kennel areas to deter animals from chewing into other areas, unless a different solution is approved by County during the design development phase:

2.4.6.1. Non-load-bearing Steel Framing - Used to support interior partitions and suspended ceilings finished with gypsum board. Non-load-bearing steel framing includes metal furring applied to interior surfaces of concrete and masonry walls, and grid suspension systems that support ceilings finished with veneer plaster or gypsum board.

2.4.6.2. Steel stud framing shall be constructed to accommodate electrical, plumbing and other services in the partition cavity, as well as to support fixtures, wall cabinets and other such wall-mounted items. Reinforcement and backing shall be provided.

2.4.6.3. Gypsum board shall be no less than 5/8" in thickness.

2.4.6.4. All restrooms and wet areas shall have porcelain tile as required, for the full height of the wall, unless a different height is approved by County during the design development phase. Gypsum Board Finish Levels - Finish panels shall be according to American Society for Testing and Materials (ASTM) C 840. Public spaces like lobbies, shall have a Level 5 finish, while all other spaces shall be a Level 4 finish.

2.4.6.5. All paint materials shall be rated under the Environmental Notation Systems (NTS) with acceptable VOC ranges.

2.4.7. Acoustic Control

2.4.7.1. Sound control shall include the following:

- Attenuation of sound within public, user and staff environments (55 STC), and for HVAC and other equipment
- Sound isolation between the exterior and interior spaces.
- Sound isolation as required for specialty rooms such as kennels, treatment rooms, isolation rooms, and other areas.

2.4.7.2. Partitions shall continue to underside of structure with sound attenuating insulation around all offices, conference rooms, operations center, and dispatch center.

2.4.7.3. All doors shall be selected to attenuate sound to acceptable levels.

2.4.8. Ceilings

2.4.8.1. Ceilings shall be coordinated with floor, wall and building structure. The ceiling shall organize and coordinate all devices, sprinkler heads and light fixture locations.

2.4.8.1.1. Public circulation ceiling materials shall be durable.

2.4.8.1.2. Hard Ceilings may be of 5/8" gypsum board where fire rating is not required. In fire rated rooms, the gypsum board shall be fire rated and the thickness shall be determined by the rating required by the Florida Building Code.

2.4.8.1.3. Accessibility to the ceiling spaces where access is required for maintenance to mechanical, electrical or other service systems must be provided, including easily removable ceiling systems.

2.4.8.1.4. Any exposed ceilings in occupied spaces shall be painted complete including structure, conduit, ductwork, and grills.

2.4.8.1.5. Facility shall have a minimum ceiling height of 11 feet.

2.4.9. Floor Finishes:

2.4.9.1. Floor materials, colors and patterns shall be selected and shall be submitted to and approved by the County.

2.4.9.2. All floor surfaces shall be slip resistant.

2.4.9.3. Tile, epoxy flooring, or approved equal shall be used in breakrooms, locker rooms, and storage room.

2.4.9.3.1. Restrooms shall have ceramic tile flooring.

2.4.9.3.2. Tile shall be set with latex modified mortar, and all grouts shall be epoxy- based. Floor tiles on level surfaces shall have the following static coefficient of friction not less than .5 for wet and dry conditions as per the American Society for Testing and Materials International (ASTM), The office flooring material shall be provided during the design development phase, to be approved by the County. Baseboards shall be a minimum of 6" wide

2.4.9.4. Epoxy concrete flooring or approved equal shall be used in kennel areas.

2.4.10. Doors and Frames

- 2.4.10.1. Provide Doors and Hardware as required to comply with High Velocity Hurricane Zone and Wind-Borne Debris Region requirements, with a fully glazed and automatic entry door.
- 2.4.10.2. Flush Wood Doors: Provide flush solid-core doors with wood veneer faces for typical interior conditions.
- 2.4.10.3. Fire-rated and non-fire-rated architectural flush wood doors and solid-core units including those with face panels of wood veneer shall be provided. Wood products shall be FSC certified with no added urea formaldehyde.
- 2.4.10.4. Comply with NWWDA I.S.1 and AWI "Architectural Woodwork Quality Standards."
- 2.4.10.5. Hollow Metal Doors: Provide heavy duty hollow metal doors at utility rooms, exterior service doors, and other locations subjected to substantial wear from weather or normal use. Steel frames for all other door openings except aluminum storefront
- 2.4.10.6. Door Hardware
- 2.4.10.7. All hardware shall be commercial grade.

2.4.11. Plumbing

- 2.4.11.1. The facility will include plumbing systems necessary to meet code, serve the programming function of the building, and meet the needs of spaces and systems included within the scope. Required systems include but are not limited to: sanitary waste and vent, and domestic cold and hot water systems.
- 2.4.11.2. All fixtures, piping, valves, equipment, appurtenances, and other components necessary for a code compliant and functional system to be provided.
- 2.4.11.3. Piping shall to be sized as per FBC. Where FBC does not provide direction, another industry accepted standard shall be submitted for approval by Miami-Dade County.
- 2.4.11.4. Plumbing fixtures shall be white or stainless steel and selected during design development.
- 2.4.11.5. General floor drains shall be cast iron body, with nickel bronze grate. Floor drain trap seals shall be protected by trap seal protection devices.

- 2.4.11.6. Hose Bibs to be provided throughout the facility as determined during design development.
- 2.4.11.7. No exposed plumbing lines shall be permitted except in mechanical rooms.
- 2.4.11.8. Storm, condensate, and sanitary waste piping below grade shall be solid core PVC with solvent cement joints. Above grade pipes to be cast iron or copper if less than 3".

2.4.12. Fire Protection

- 2.4.12.1. The facility will be fully sprinklered in accordance to requirements of the Florida Building Code.

2.4.13. HVAC

- 2.4.13.1. The facility will provide heating, ventilation, and air conditioning for interior spaces. Specialized areas, such as isolation rooms, will have independent HVAC systems as needed to mitigate comingling of air. Where approved and code compliant, certain unoccupied spaces, such as mechanical, and electrical rooms may not require heating or ventilation. The specifications based on room usage and additional information on CO2 sensors shall be provided during the design development phase and subject to County approval.
- 2.4.13.2. HVAC system will be designed in such a manner to minimize odors associated with animal storage/care use, and misters will be incorporated into the ventilation system, unless the County agrees to otherwise during the design development phase.
- 2.4.13.3. All mechanical equipment will be provided with adequate access for maintenance and replacement of equipment.
- 2.4.13.4. Heating/Cooling Load calculations will be provided and submitted for permitting.
- 2.4.14. Electrical Backup built in generator system for continued operations in the event of power outage or emergency event will be provided for during the design development phase, to be approved by the County, with the understanding that the generator system shall be paid out of the County Allowance but the facility design and building provisions necessary to facilitate the integration of the generator selected by Miami-Dade County with the facility will be included in the Developer's Minimum Contribution.
- 2.4.14.1. Building Electrical Systems shall be designed to satisfy the minimum requirements of the current Florida Building Code and other applicable codes, National Fire Protection Association standards, and the National

Electrical Code.

2.4.14.2. The Facility shall include all electrical systems required to provide a complete and functioning operation.

2.4.14.3. Codes and Standards

2.4.14.3.1. The Electrical Design shall comply with all applicable Federal, State, and local codes, regulations, standards. Note that the codes and standards are minimum requirements.

2.4.14.4. Accessibility

2.4.14.4.1. Electrical gear including switchboards, panelboards, disconnects, transformers, UPS, inverters, transfer switches, etc. shall be in electrical or mechanical rooms, shall be accessible to the maintenance staff for removal, repair, and replacement with minimal effort.

2.4.14.5. Power distribution

2.4.14.5.1. The building will be serviced by Florida Power and Light (FPL). The electrical power distribution system will be designed to support all of the functions of the building.

2.4.14.5.2. Metering of electrical loads shall be provided in accordance with ASHRAE 90.1.

2.4.14.6. Wiring Devices

2.4.14.6.1. Commercial grade wiring devices conforming to NEMA Standards shall be utilized.

2.4.14.7. Raceways, Boxes, and Conductors

2.4.14.7.1. Raceways and conduit bodies shall be sized per NEC and UL listed for the intended use.

2.4.14.7.2. Outlet, device, junction, and pull boxes shall be sized per NEC requirements and UL listed for the intended use.

2.4.14.8. Interior Illumination

2.4.14.8.1. Illumination will be based on LED luminaires. Fixtures shall have 4,000K minimum correlated color temperature (CCT) and minimum 85 color rendering index (CRI).

2.4.14.8.2. The interior lighting design shall meet or exceed Illuminating Engineering Society of North America (IESNA)

recommendations.

2.4.14.8.3. Path of egress illumination will be provided in accordance with NFPA 101.

2.4.14.8.4. Exit signs shall identify path of egress and hard wired.

2.4.14.9. Exterior Illumination

2.4.14.9.1. Illumination will be based on LED luminaires. Fixtures shall have 4,000K minimum correlated color temperature (CCT) and minimum 85 color rendering index (CRI).

2.4.14.9.2. Parking lot and private road lighting design shall Miami-Dade County Code requirements.

2.4.14.9.3. Exterior luminaires will be selected with appropriate full cut-off reflectors not to emit glare above 90 degrees horizontal and of approved Dark-Sky friendly versions shall be photocell with override control.

2.4.15. Telecommunications Systems

2.4.15.1.1. The Developer shall work with Miami-Dade to coordinate telecommunications needs for the facility. All CCTV, BDA, access control, and other low voltage systems are to be included in the scope of work as scope enhancements at the direction of the County pursuant to Section 3.

2.4.16. Fire Alarm System

2.4.16.1.1. The facility shall include a fire alarm system complying with the Florida Fire Prevention Code, NFPA 101, NFPA 72, and the Florida Building Code (latest edition). The Developer shall provide shop drawings of the system signed and sealed by a Florida registered engineer approved by the Miami-Dade Fire Department. The specifics of the lighting control shall be provided during the design development phase and subject to County approval

2.4.17. Security Systems

2.4.17.1. The security system appropriate for the building will be selected in coordination with Miami-Dade County, and will be included in the scope of work as scope enhancements at the direction of the County, pursuant to Section 3. These include any access control, intercom/paging, video surveillance or other systems. The facility design and building provisions necessary to facilitate the integration of the security system selected by

Miami-Dade County with the facility will be included in the Developer's Minimum Contribution.

2.4.18. Furniture, Fixtures, and Equipment (FF&E)

- 2.4.18.1. Miami-Dade County shall select FF&E necessary for the operation of the ASD Pet Adoption and Protection Center. FF&E, includes, but is not limited to, kennel equipment, surgery center equipment and fixtures, window coverings, interior signage, office and other furniture. FF&E will be included in the scope of work at the direction of the County, pursuant to Section 3 below.

3. FACILITY SCOPE & PROGRAM – COUNTY ALLOWANCE ITEMS

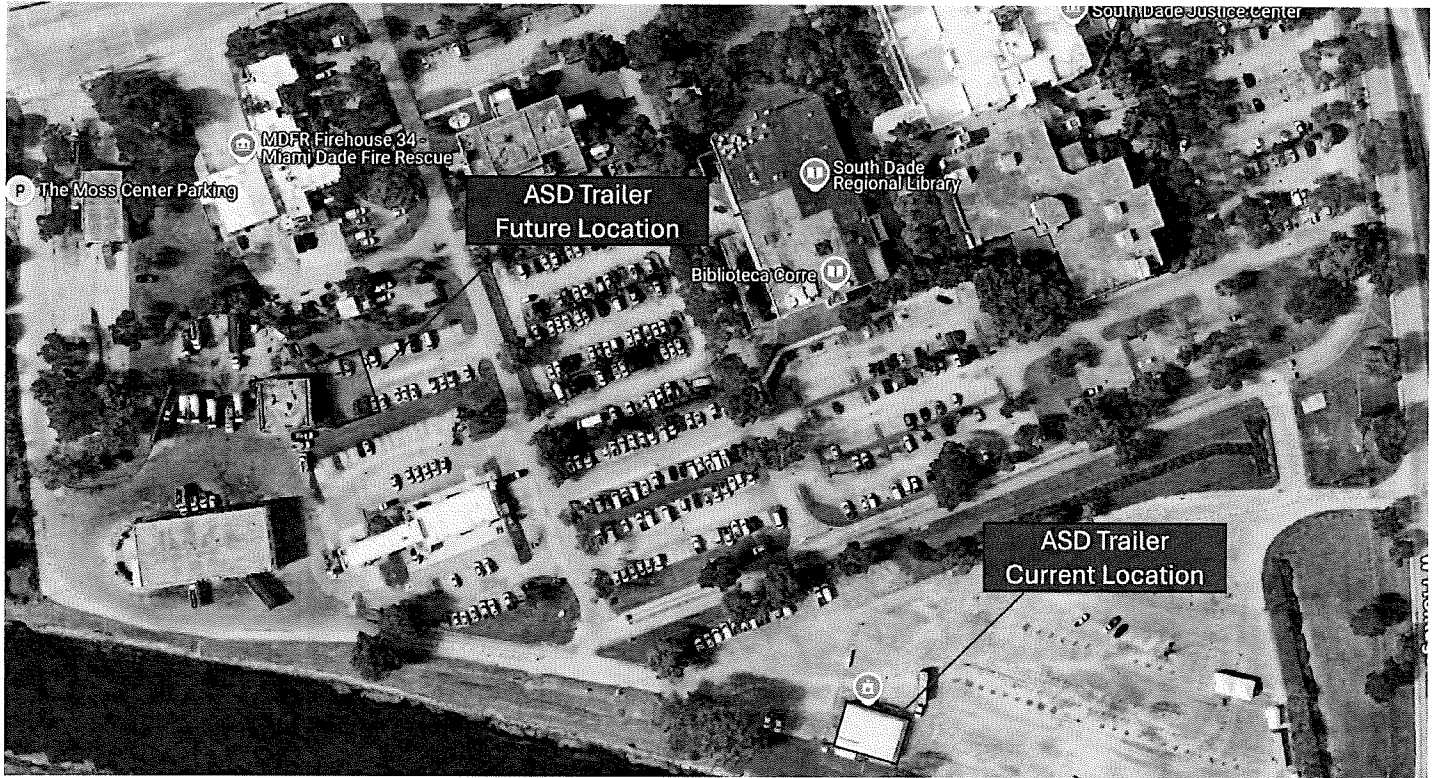
Miami-Dade County, at its discretion, will determine the scope to be identified and items to be selected for the following scope enhancements (collectively, the "County Allowance Items"):

- Emergency Generator System
- Access Control System
- CCTV System
- Building Management System
- Security Systems
- Furniture, Fixtures, and Equipment for turn-key ASD operation

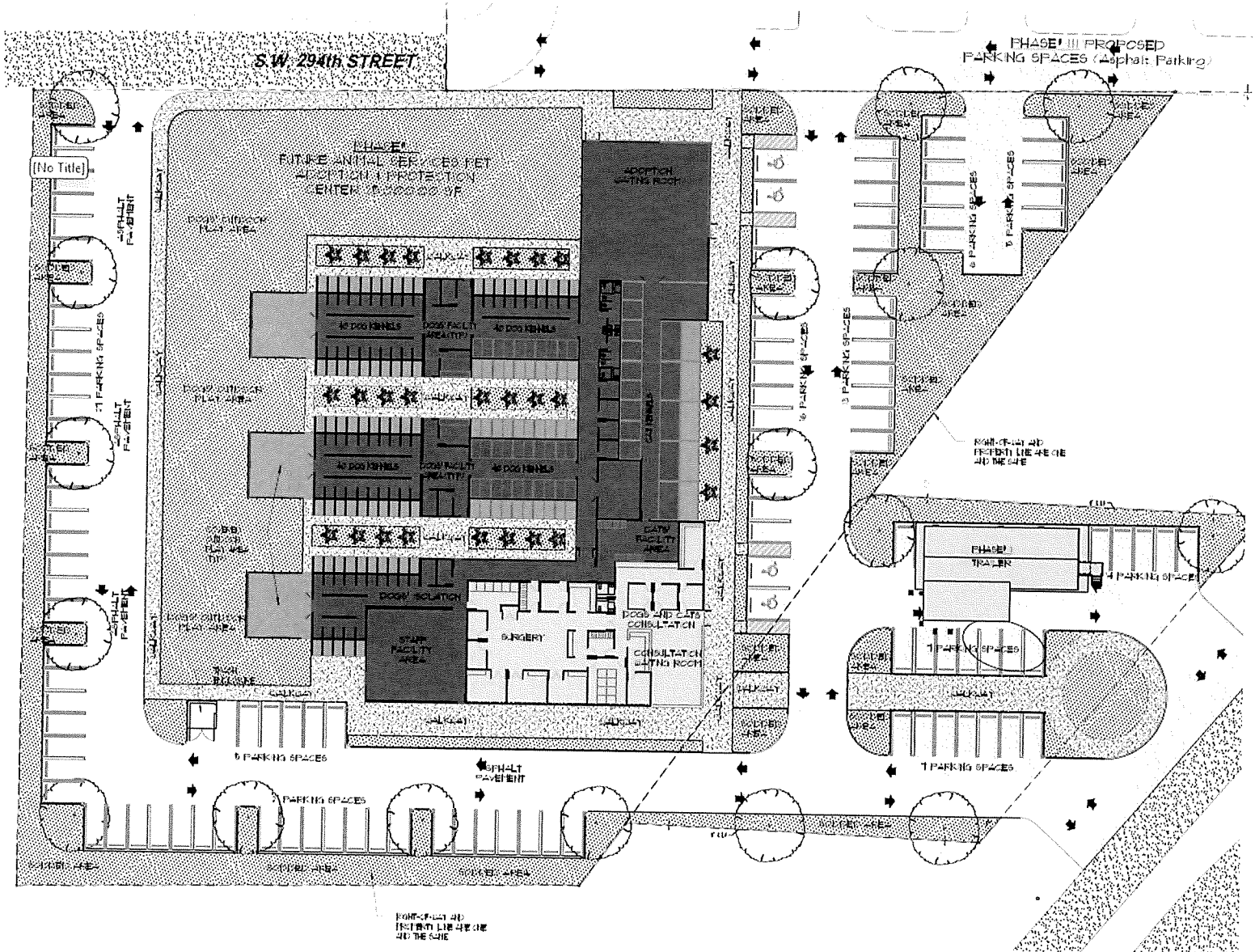
- 3.1.1.1. The Project Budget will include a line item funded by the County for all costs required for Developer to purchase, install and deliver the County Allowance Items selected by the County. All costs in excess of the amount specified in the Project Budget for County Allowance Items shall be the responsibility of the County

EXHIBIT A TO DESIGN CRITERIA

PHASE I SITE PLAN



PHASE II SITE PLAN



Memorandum



Date: June 23, 2025

To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners

From: Raymond Hall, Director 
People and Internal Operations Department

Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be placed on the Board of County Commissioner's June 26 Agenda:

RESOLUTION APPROVING AN EXCHANGE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND UNICAPITAL MEDLEY QOZB LLC, FOR THE CONVEYANCE OF COUNTY-OWNED PROPERTY TO BE USED IN PART FOR AFFORDABLE HOUSING IN EXCHANGE FOR PRIVATELY-OWNED PROPERTY FOR THE DEVELOPMENT OF A COUNTY ANIMAL SHELTER FACILITY AND WAIVING COMPETITIVE BIDDING PROCEDURES FOR DEVELOPMENT OF AN ANIMAL SHELTER FACILITY

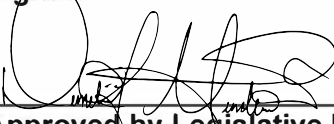
Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is a time-sensitive real estate transaction critical to advancing the County's interests and failure to act promptly could result in the permanent loss of strategically important properties for the Animal Services Department (ASD). Moreover, the developer intends to initiate a significant investment within the designated Opportunity Zone, which must occur no later than July 9, 2025, to qualify for associated benefits.

Therefore, please process the item notwithstanding that the 4-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Miami-Dade County Attorney's Office.



**Approved by Mayor or Mayor's Designee
Signature**

**Carladenise Edwards
Print Name**



**Approved by Legislative Director
or Designee Signature**

**Demetria Henderson
Print Name**

cc: Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez, First Assistant County Attorney
Jess M. McCarty, Executive Assistant County
CAOagenda@miamidade.gov



MEMORANDUM

(Revised)

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

DATE: June 26, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

Amended
SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

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

Amended
Agenda Item No. 14(A)(2)
6-26-25

RESOLUTION NO. **R-581-25**

RESOLUTION APPROVING, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, THE TERMS AND CONDITIONS OF AN EXCHANGE AGREEMENT (“AGREEMENT”) BETWEEN THE COUNTY AND UNICAPITAL MEDLEY QOZB LLC (“DEVELOPER”), FOR: (1) CONVEYANCE OF COUNTY-OWNED PROPERTY LOCATED AT 7401 NW 74 STREET, MEDLEY, FLORIDA (“COUNTY PROPERTY”), WHICH IS IMPROVED WITH AN ANIMAL SHELTER FACILITY, IN EXCHANGE FOR THREE PARCELS OF LAND, ONE OF WHICH IS IMPROVED WITH A FORMER VETERINARIAN CLINIC, LOCATED AT 29500 HARRIET TUBMAN HIGHWAY (“REPLACEMENT PARCEL”), (2) THE DEVELOPMENT OF A NEW ANIMAL SHELTER FACILITY ON THE REPLACEMENT PARCEL FOR \$14,050,000.00, USING \$3,000,000.00 COUNTY FUNDS, (3) RELOCATION AND IMPROVEMENT OF AN ANIMAL SERVICES TRAILER, LOCATED AT THE SOUTH DADE GOVERNMENT CENTER, USING \$200,000.00 OF COUNTY FUNDS, AND (4) CONSTRUCTION ON COUNTY PROPERTY OF RESIDENTIAL HOUSING WITH A MINIMUM OF 100 AFFORDABLE HOUSING UNITS; APPROVING WAIVER OF: (A) COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1(B) OF THE COUNTY CODE FOR SELECTION OF DEVELOPER TO DEVELOP, DESIGN AND CONSTRUCT THE NEW ANIMAL SERVICES FACILITY ON REPLACEMENT PROPERTY BY TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT, (B) ART IN PUBLIC PLACES REQUIREMENTS, (C) A CERTAIN PROVISION OF IMPLEMENTING ORDER 8-4 AND (D) RESOLUTION NO. R-138-16 REQUIRING DEPOSIT OF 25 PERCENT OF SALES PROCEEDS FROM SALE OF COUNTY-OWNED PROPERTY INTO THE AFFORDABLE HOUSING TRUST FUND; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE TO FINALIZE AND EXECUTE THE AGREEMENT AND TO ACCEPT THE CONVEYANCE OF THE DEED FOR THE REPLACEMENT PARCEL, TAKE ALL ACTIONS NECESSARY TO EXERCISE ALL RIGHTS CONFERRED IN THE AGREEMENT, AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; AND AUTHORIZING THE CHAIRPERSON OR VICE CHAIRPERSON OF THE BOARD TO EXECUTE COUNTY DEED

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, Miami-Dade County (“County”), currently owns a property located at 7401 NW 74 Street, Medley, Florida 33166, Folio Number 22-3011-002-0700, consisting of approximately 4.29 acres, which is improved with an animal shelter facility (“County Property”); and

WHEREAS, the animal shelter facility located at the County Property is in a state of disrepair and either requires significant capital upgrades and reconstruction or construction of a new animal shelter facility; and

WHEREAS, pursuant to section 125.37, Florida Statutes, the County may, with the authorization of the Board, exchange real property that it owns, which has been determined to not be needed for County purposes, for other real property needed for County purposes; and

WHEREAS, Unicapital Medley QOZB LLC (“Developer”) is under contract to acquire three privately-owned parcels, having Folio Numbers: 30-7905-006-0010 (address: 29500 Harriet Tubman Highway, Miami, Florida), 30-7905-000-0221, and 30-7905-000-0291 (“Replacement Parcel”), and has applied to the County to convey the Replacement Parcel to the County for construction of a new animal services facility in exchange for the County conveying to the Developer the County Property for development of residential housing, including affordable housing; and

WHEREAS, the County requires and desires to acquire the Replacement Parcel for construction of a new animal services facility and, upon acquiring such property for such use, will no longer need or require the County Property for any County purpose; and

WHEREAS, County administration has performed all necessary due diligence pursuant to Implementing Order 8-4 to confirm that there are no obstacles or impediments with respect to the exchange and circulated the County Property to confirm that there was no other need for the property; and

WHEREAS, pursuant to section 125.37, Florida Statutes, this Board finds that it would be in the best interest of the County to allow for the exchange of the County Property for the Replacement Parcel,

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

Section 1. The foregoing recitals and accompanying memorandum are incorporated into this resolution and are approved.

Section 2. This Board finds that the County Property is not needed for County purposes and is declared as surplus.

Section 3. This Board authorizes, pursuant to section 125.37, Florida Statutes, the Exchange Agreement (“Agreement”) between the County and the Developer, in substantially the form attached to the Mayor’s Memorandum as “Attachment 1,” for the exchange of the County Property for the Replacement Parcel, along with the requirement that the Developer shall design and construct a new animal shelter facility on the Replacement Parcel and relocate and improve the animal services trailer at the South Dade Government Center in exchange for payment by the County of \$3,200,000.00, in accordance with the terms and conditions of the Exchange Agreement.

Section 4. This Board finds that it is in the best interest of Miami-Dade County to waive competitive bidding procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b) of the County Code by a two-thirds vote of the Board members present to select the Developer to develop, design and construct the new animal services facility at the Replacement Parcel budgeted to be \$14,050,000.00, provided that the Developer shall competitively select the architect in accordance with section 287.055, Florida Statutes and the construction contractor in accordance with section 255.20, Florida Statutes.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to finalize and execute the Agreement for and on behalf of the County subject to the conditions precedent set forth in section 8 herein, to exercise any and all rights conferred therein including acceptance of the conveyance of the Replacement Parcel, and to take all actions necessary to effectuate same.

Section 6. This Board approves: (a) in accordance with section 2-11.15(2)(c) of the County Code, the waiver of art in public places requirement, for the new animal shelter facility and (b) the waiver of the provision of Implementing Order 8-4 requiring the Commission Auditor to review and provide comment on the proposed conveyance prior to placement on the agenda.

Section 7. This Board approves the waiver of County Resolution No. R-138-16, requiring the deposit of 25 percent of the sale proceeds from the sale of County-owned property into the Affordable Housing Trust Fund.

Section 8. This Board authorizes and delegates the authority to the County Mayor or County Mayor's designee to finalize any outstanding terms of the Agreement and its exhibits, including but not limited to revisions to the exhibits setting forth legal descriptions and surveys as well as any other required revisions to the Agreement and its exhibits, provided that: (1) said

conditions and terms are no less favorable to the County as those terms contained in the Agreement attached to this Resolution or as otherwise set forth herein, as determined in the discretion of the County Mayor or County Mayor's designee, and including but not limited to the ability to include a provision equitably extending the timeframe for substantial completion upon a showing of good cause; (2) the final surveys and legal descriptions are consistent with the Agreement; and (3) no policies of this Board are violated or modified in the final terms of the Agreement. Such delegation should not be construed as requiring any amendments to the Agreement. The satisfaction of the conditions set forth in this section 8 and the Developer's execution of the Exchange Agreement satisfying the terms hereof are referred to herein as the "conditions precedent." If the conditions precedent are not satisfied within 15 days from the effective date of this Resolution, then this Resolution shall be deemed null and void and of no further force or effect.

Section 9. This Board further directs the County Mayor or County Mayor's designee to provide the Property Appraiser's Office with an executed copy of the Agreement within 30 days of execution.

Section 10. This Board authorizes the Chairperson or Vice Chairperson of this Board to execute the County Deed conveying the County Property pursuant to the terms and conditions of this Resolution.

Section 11. Pursuant to Resolution No. R-974-09, this Board: (a) directs the County Mayor or County Mayor's designee to record the Declaration of Restrictions and any instrument creating or retaining a County interest in the public records of Miami-Dade County, Florida and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution of said instruments; (b) directs the Clerk of the Board to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The foregoing resolution was offered by Commissioner **Sen. René García**,
who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez**
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	aye
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.

SMG

Sophia Guzzo
Monica Rizo Perez