MEMORANDUM

Amended
Agenda Item No. 11(A)(1)

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

DATE: November 4, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving terms of and authorizing the execution by the County Mayor of a Third Amendment to the amended and restated Exchange Agreement ("Third Amendment") between Miami-Dade County and Mapton Holdings, LLC and Mana Fashion Realty, LLC for property located at 2900 NW 5th Avenue, Miami, Florida ("property") to authorize acceptance of $6,546,424.00 in lieu of construction of certain County facilities; directing the County Mayor to take all actions to acceptance conveyance of property and to exercise all provisions of the Third Amendment; allocating $6,546,424.00 of funds received for development of affordable housing, Puerto Rican Community Center, and satellite office for District 3 County Commissioner on the property

Resolution No. R-1086-25

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

for

Geri Bonzon-Keenan
County Attorney

GBK/uw

MEMORANDUM
(Revised)

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and Members, Board of County Commissioners

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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**

Amended
Approved ______________________ Mayor Agenda Item No. 11(A)(1)
Veto __________ 11-4-25
Override __________

RESOLUTION NO. R-1086-25

RESOLUTION APPROVING TERMS OF AND AUTHORIZING THE EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF A THIRD AMENDMENT TO THE AMENDED AND RESTATED EXCHANGE AGREEMENT ("THIRD AMENDMENT") BETWEEN MIAMI-DADE COUNTY AND MAPTON HOLDINGS, LLC AND MANA FASHION REALTY, LLC FOR PROPERTY LOCATED AT 2900 NW 5TH AVENUE, MIAMI, FLORIDA ("PROPERTY") TO AUTHORIZE ACCEPTANCE OF $6,546,424.00 IN LIEU OF CONSTRUCTION OF CERTAIN COUNTY FACILITIES; DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS TO ACCEPTANCE CONVEYANCE OF PROPERTY AND TO EXERCISE ALL PROVISIONS OF THE THIRD AMENDMENT; ALLOCATING $6,546,424.00 OF FUNDS RECEIVED FOR DEVELOPMENT OF AFFORDABLE HOUSING, PUERTO RICAN COMMUNITY CENTER, AND SATELLITE OFFICE FOR DISTRICT 3 COUNTY COMMISSIONER ON THE PROPERTY

WHEREAS, pursuant to Resolution No. R-525-15, the County and Mapton Holdings, LLC ("Mapton") entered into an agreement to exchange certain County-owned property for certain property owned by Mapton ("Mapton property"), pursuant to section 125.37, Florida Statutes; and

WHEREAS, because the County-owned property was significantly more valuable than the Mapton property, the agreement required Mapton to improve the Mapton property with a multi-story building to be used by the County to house the County's Community Action and Human Services Department to assist with their programs serving the community and nearby residents, a satellite office for the District 3 Commissioner, and a Puerto Rican Community Center to be operated by the South Florida Puerto Rican Chamber of Commerce, Inc. ("Project"); and

WHEREAS, pursuant to Resolution No. R-801-18, and as result of contamination on the Mapton property, the County, Mapton and Mapton's affiliate, Mana Fashion Realty, LLC ("Mana"), entered into an amended and restated agreement (the "Exchange Agreement") to identify another parcel of land owned by Mana located at 2900 NW 5th Avenue, Miami, FL, ("Exchange Parcel") and to require Mana to construct a 43,646 square foot facility and associated parking with a cost to construct of $8,357,633.00 on the Exchange Parcel (the "Project"), of which the County would contribute $2,500,000.00 from Building Better Communities General Obligation Bond funds; and

WHEREAS, thereafter, this Board twice amended the Exchange Agreement to reduce the square footage of the Project and extend deadlines via Resolution No. R-1360-19, and to again extend deadlines via Resolution No. R-898-20; and

WHEREAS, the exchange agreement required Mana to post two irrevocable letters of credits- one in the amount of $546,424.00 to secure Mapton's obligations relating to the environmental issues with the Mapton Property, and $6,000,000.00 to secure Mapton's obligation to complete the construction of the Project; and

WHEREAS, in July 2022, this Board approved Resolution No. R-710-22 directing the County Mayor or County Mayor's designee to negotiate a third amendment to the Exchange Agreement in order to eliminate the obligation for Mana to construct the Project on the Exchange Parcel, provided that Mana first comply with all other obligations with respect to the closing of the Exchange Parcel, including but not limited to, completing all required environmental remediation and monitoring or alternatively retaining the $546,424.00 environmental letter of credit to secure those obligations, and pay the County a sum to be no less than $6,000,000.00; and

WHEREAS, this Board also approved, via Resolution No. R-710-22, a direction to the County Mayor or County Mayor's designee to use the Exchange Parcel for affordable housing, and the funds received from Mana for the development of affordable housing on the Exchange Parcel; and

WHEREAS, Mana has agreed, pursuant to the terms of the third amendment to the Exchange Agreement, to pay the County $6,546,424.00 in lieu of constructing the Project on the Exchange Property, which sum shall be paid at or before the closing for the Exchange Parcel, and to allow the County to retain the environmental letter of credit until such time as the environmental conditions on the Exchange Property are satisfied; and

WHEREAS, this Board desires to allocate and use the $6,546,424.00 received from Mana for the development of affordable housing, a Puerto Rican community center, and an approximately 1,500 square foot satellite office for the District 3 County Commissioner on the Exchange Parcel,

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

Section 1. Hereby incorporates and approves the foregoing recitals as if fully set forth herein.

Section 2. Approves the terms of and authorizes the execution by the County Mayor or County Mayor's designee of a third amendment to the Exchange Agreement, in substantially the form attached hereto and made a part hereof, to authorize acceptance of $6,546,424.00 in lieu of construction of the Project and retention of the environmental letter of credit until all environmental conditions are resolved.

Section 3. Directs the County Mayor or County Mayor's designee to take all actions necessary to accept the conveyance of the Exchange Property and to exercise all provision of the Third Amendment.

Section 4. Approves the allocation of the $6,546,424.00 received from Mana per the terms of the Third Amendment to the Exchange Agreement to be used for the development of affordable housing, a Puerto Rican community center, and an approximately 1,500 square foot satellite office for the District 3 County Commissioner on the Exchange Property.

The Prime Sponsor of the foregoing resolution is Commissioner Keon Hardemon. It was offered by Commissioner **Keon Hardemon**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman **aye**
Kionne L. McGhee, Vice Chairman **absent**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Sen. René García	**aye**	Oliver G. Gilbert, III	**aye**
Roberto J. Gonzalez	**absent**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Natalie Milian Orbis	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**absent**		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of November, 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. MRP

Monica Rizo Perez

<u>THIRD AMENDMENT</u>
<u>TO AMENDED AND RESTATED EXCHANGE AGREEMENT</u>

THIS THIRD AMENDMENT TO THE AMENDED AND RESTATED EXCHANGE AGREEMENT ("Third Amendment") is entered into and made effective on this ______ day of ______________________, 20____ by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), MAPTON HOLDINGS LLC, a Delaware limited liability company ("Mapton"), and MANA FASHION REALTY, LLC a Delaware limited liability company, ("Developer" and/or "Mana") (collectively, the "Parties").

WHEREAS, pursuant to Resolution No. R-525-15, the Parties entered into an agreement (the "Original Exchange Agreement") to exchange four County-owned parcels (the "County Parcels") for certain property owned by Mapton ("Mapton Property") along with improvements to be built on the Mapton Property at Mapton's cost, pursuant to Section 125.37, Florida Statutes; and

WHEREAS, the Original Exchange Agreement obligated Mapton to construct a building for the County on the Mapton Property that would include space for the Puerto Rican Chamber of Commerce ("PRCC"), the County's Community Action and Human Services Department ("CAHSD"), a satellite office for the District 3 Commissioner, common areas, and a parking garage (the "County Facilities") at a cost to Mapton of $7,374,000.00, with $2,500,000.00 to be paid by the County at closing to Mapton from general obligation bond funds allocated to the PRCC; and

WHEREAS, pursuant to Resolution No. R-801-18, and as result of extensive contamination on the Mapton Property, the Parties entered into an Amended and Restated Exchange Agreement (the "Exchange Agreement") to replace the Mapton Property with another parcel owned by Mana (the "Developer Property") and update the specifications of the County Facilities, requiring Mana to construct a four-story building on the Developer Property consisting of approximately 43,646 gross square feet to house the PRCC, CAHSD, a satellite office for the District 3 Commissioner, common areas, and a parking garage with a $8,357,633.00 cost of construction to the Developer and $2,500,000.00 to be paid by the County at closing to the Developer from general obligation bond funds allocated to the PRCC; and

WHEREAS, pursuant to Resolution No. R-1360-19, the Parties amended the Exchange Agreement with the First Amendment to the Amended and Restated Exchange Agreement, which reduced the square footage of the County Facilities to be built to a three-story building consisting of approximately 35,420 gross square feet in order to conform to the funding available to Mana, and extended the deadlines for design and construction of the County Facilities; and

WHEREAS, pursuant to Resolution No. R-898-20, the Parties amended the Exchange Agreement with the Second Amendment to the Amended and Restated Exchange Agreement, which allowed for the incremental reduction of the secured irrevocable letter of credit upon the Developer achieving certain development milestones and extended the deadlines for the design and construction of the County Facilities; and

WHEREAS, to date, the Developer has not commenced construction of the County Facilities nor conveyed the Developer Property to the County; and

WHEREAS, the Parties are desirous of further amending the Exchange Agreement in order to expedite the County's receipt of its bargained-for exchange and therefore have incorporated such changes as are necessary to (i) acknowledge that the County will accept the deed of conveyance for the Developer Property, (ii) require the Developer to pay the County Six Million Five Hundred Forty-Six Thousand Four Hundred Twenty-Four Dollars ($6,546,424.00), (iii) release the Developer from the obligation to construct the County Facilities upon the Developer Property, and (iv) release the County from its obligation to pay $2,500,000.00 to the Developer for construction of the PRCC; and

NOW, THEREFORE, in consideration for the mutual promises and covenants contained in this Third Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

WITNESSETH

1. Recitals. The Parties agree that all of the foregoing recitals are true and correct and incorporated by reference in this Third Amendment.

2. Valid Amendment. The Parties agree that this Third Amendment amends the Amended and Restated Exchange Agreement in accordance with Section 34 thereof.

3. Effect of Amendment. The Parties agree that all of the terms and conditions in the Exchange Agreement, as amended by the First Amendment to the Amended and Restated Exchange Agreement and Second Amendment to the Amended and Restated Exchange Agreement remain in full force and in effect, except for such terms and conditions that are expressly amended by this Third Amendment.

4. Defined Terms and Exhibits. The Parties agree that: (a) unless specifically defined herein, all of the capitalized terms used but not defined in this Third Amendment shall have the respective meanings set forth in the Agreement, as amended; and (b) all of the exhibits in the Exchange Agreement, as amended, remain the same and are not reattached to this Third Amendment.

5. Conveyance of Developer Property without Improvements. Section 3 titled "Property to be Exchanged and Interest Conveyed," subsection (a) shall be deleted and replaced in its entirety with the following:

(a) The Developer hereby warrants that it is the owner of the Developer Property, and hereby agrees to convey to the County all of its right, title and interest in the Developer Property, including, but not limited to, good, marketable and insurable title in the Developer Property by General Warranty Deed. The Developer shall deliver to the County a fully executed Warranty Deed for the Developer Property, a copy of which is attached hereto as Exhibit "A", which Warranty Deed shall be held in escrow by the County until Closing 2 or earlier, at the election of the County, if Developer materially breaches this Agreement.

6. Developer's Exchange Payment. Section 5 titled "Consideration for Exchange" shall be deleted and replaced in its entirety with the following:

As consideration for the County to enter into this Agreement, the Developer shall: (a) pay the County the amount of Six Million Five Hundred Forty-Six Thousand Four Hundred Twenty-Four Dollars ($6,546,424.00) (the "Exchange Payment"); and (b) convey the Developer Property to the County. The Exchange Payment shall be paid by wire transfer to the County on or before Closing 2, as further detailed in Section 17.

7. Environmental. The fourth and fifth paragraphs of Section 6 titled "Environmental Site Assessments of Developer Property" shall be deleted and replaced in its entirety with the following:

At least fifteen (15) days prior to the scheduled date of Closing 2, Developer shall, at its sole cost and expense, obtain another Letter of Current Enforcement Status of the Developer Property by RER-DERM and conduct an environmental site assessment of the Developer Property as required by RER-DERM to confirm compliance with applicable Environmental Laws regarding Hazardous Materials (as defined herein) or toxic substances, hazardous waste or Contaminants (as defined herein) on the Developer Property in violation of any applicable Environmental Laws. Should such inspections show defects to the Developer Property beyond those previously known and disclosed to the County (**"New Environmental Conditions"**), including the presence of Hazardous Materials or Contaminants exceeding the cleanup target levels of applicable Environmental Laws, then the County shall have the right to draw on the Environmental ILOC to cover the expenses to repair and remedy the New Environmental Conditions on the Developer Property and/or to any other surrounding properties or rights-of-way (which defects were caused by the condition and/or activities on Developer Property). Notwithstanding the foregoing, nothing herein shall be deemed to limit the County's rights to equitable or legal relief against Developer for breaches of this Agreement and the County shall retain all other rights and remedies set forth herein.

Any and all costs expended by the Developer for work undertaken by the Developer in conjunction with the Environmental Conditions on the Developer Property, including but not limited to, the Phase I and Phase II testing, site assessments, environmental consultants, and any remediation and clean-up work, shall be at Developer's sole cost and expense. The Developer hereby indemnifies and holds the County harmless from and against any and all liability relating to the condition of the Developer Property, and further agrees at its sole cost and expense to defend any Environmental Claim (as herein later defined), lawsuit, action and/or cause of action brought against the County for any reason relating to the condition of the Developer Property or effect of Environmental Conditions on neighboring properties. This clause shall survive the termination or expiration of this Agreement.

8. Security. Section 11 titled "Security for Developer's Obligations" shall be amended to add the following subsection 11.3 at the end:

11.3. Release of ILOCs. Developer and the County agree that, subject to the satisfaction of the conditions of subsection 14.11, the County shall release and return the ILOC and the Environmental ILOC at Closing 2.

9. Release of Developer's Obligation to Construct Improvements. Section 14 titled "Development of Improvements" is hereby amended to include Subsection 14.11 as follows:

14.11. Release of Obligation to Construct Improvements. Notwithstanding anything in this Agreement to the contrary, Developer shall be released from its obligation to construct the Improvements upon satisfaction of all the following conditions: (i) payment of the Exchange Payment to the County in full at or before Closing 2; and (ii) the satisfaction of the provisions of Sections 3(a), 6, 9, 10, 16, 17, 18, 19, and 20 by the deadlines set forth in each respective section which respect to compliance therewith.

10. Closing for Developer's Property. Section 17 titled "Closing 2" shall be deleted and replaced in its entirety with the following:

Closing 2 shall take place no more than ninety (90) days after the effective date of this Third Amendment. Upon Closing 2, the Developer shall deliver to the County any and all keys to all locks on or about the Developer Property, and shall not retain or otherwise keep any keys to the Developer Property. At or before Closing 2, the Developer shall pay the County the Exchange Payment and, upon receipt thereof and the recordation of the General Warranty Deed for the Developer Property, the County will deliver to Developer an executed release of that provision in the restrictive covenant on the County Property that prohibits Developer from transferring or conveying the County Property without the consent of the County. The County shall also cancel and release the ILOC and the Environmental ILOC.

11. Effective Date. The effective date of this Third Amendment shall be the effective date of the resolution approving this Third Amendment which shall be: (a) ten days after the approval of said resolution by the Board of County Commissioners, or (b) upon a waiver of the veto period, the date upon which the Mayor's written waiver of the veto is issued, or (c) if the Mayor vetoes the resolution approving the Third Amendment, the effective date of the Board of County Commissioners' actions, if any, in overturning said veto to have this item deemed approved.

12. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals.

This Third Amendment shall constitute a part of the Agreement, as amended by the First Amendment and the Second Amendment and references to the Agreement hereafter shall automatically include a reference to this Third Amendment. In all other respects, the Agreement remains in full force and effect in accordance with the terms and conditions specified therein. In the event of any conflict between this Third Amendment and the Agreement, the Third Amendment shall supersede same.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGES REMAIN]

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to the Amended and Restated Exchange Agreement to be executed by their appropriate officials as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

____
Print Name

By:_____________________________
County Mayor

ATTEST: Juan Fernandez-Barquin, Clerk
By:_____________________________

____
Print Name

MANA FASHION REALTY, LLC,
a Delaware limited liability company

By: ______________________

Name: Moishe Mana

Title: Managing Member

Date signed: 6/27/2025

____
Witness/Attest:

____
Witness/Attest:

STATE OF FLORIDA

SS:

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 27th day of JUNE, 2025 before me, an officer duly authorized to administer oaths and take acknowledgments, appeared MOISHE MANA, [✓] in person or [ ] via online notarization, who is personally known to me, or proven, by producing the following identification: ______________, to be the OWNER of MANA FASHION REALTY, LLC, an existing Corporation under the laws of the State of Delaware, 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 and its Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at ________, in the County and State aforesaid, on this, the 27th day of JUNE, 2025.

(SEAL)

Notary Public State of Florida
Delia Rivera
My Commission
HH 173396
Exp. 9/8/2025

NOTARY PUBLIC STATE OF FLORIDA

MAPTON HOLDINGS, LLC,
a Delaware limited liability company

By: ______________________________

Name: ____________________________

Title: Managing Member

Date signed: 6/27/2025

____
Witness/Attest

____
Witness/Attest

STATE OF FLORIDA
SS:
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 27th day of JUNE, 2025, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared MOISHE MANA, [✓] in person or [ ] via online notarization, who is personally known to me, or proven, by producing the following identification: ______________, to be the OWNER of MAPTON HOLDINGS, LLC, an existing Corporation under the laws of the State of Delaware, 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 and its Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at ________, in the County and State aforesaid, on this, the 27th day of JUNE, 2025.

(SEAL)

Notary Public State of Florida
Delia Rivera
My Commission
HH 173396
Exp. 9/8/2025