

MEMORANDUM

Substitute
Agenda Item No. 8(F)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 17, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving by an extraordinary vote pursuant to section 125.355, Florida Statutes, a contract for sale and purchase between Cutler Bay Lodging, LLC, a Florida limited liability company, as seller, and Miami-Dade County, as buyer, for an approximately 87,626 square foot property improved with an approximately 46,415 square foot building located at 10821 Caribbean Blvd, Cutler Bay, Florida, in the amount of \$14,000,000.00; authorizing the expenditure of \$14,000,000.00 for purchase of the property, up to \$40,000.00 for closing costs, and up to \$950,000.00 for property retrofitting for a total amount of \$14,990,000.00 funded from Miami-Dade County's HOMES plan, and one percent food and beverage tax funds; setting requirements for operation of the property and requiring a restrictive covenant; authorizing the County Mayor to execute the contract for sale and purchase, exercise all rights conferred therein, to accept conveyance of property by General Warranty Deed, and take all actions necessary to effectuate said purchase and conveyance of the property

Resolution No. R-811-24

The substitute differs from the original version as stated in the Mayor's memorandum.

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



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Memorandum



Date: September 17, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

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

Subject: Resolution Approving a Contract for Sale and Purchase Between Cutler Bay Lodging, LLC, a Florida Limited Liability Company, as Seller, and Miami-Dade County, as Buyer, for Property Located at 10821 Caribbean Blvd, Cutler Bay, Florida
Folio No.: 36-6007-027-0010

This substitute differs from the original in that, in Section 4 of the Resolution, it makes guidelines into requirements relating to operating and maintaining the property and adds additional requirements, adds a new section 5 requiring a restrictive covenant, and revises the title to reflect these changes. In addition, attachment 1 is being replaced to include the updated offer expiration date of October 31, 2024.

Executive Summary

This item seeks the approval of a contract for the sale and purchase between Cutler Bay Lodging, LLC, a Florida Limited Liability Company (Seller), and Miami-Dade County (County), acting as the Buyer, for the property situated at 10821 Caribbean Blvd, within Cutler Bay, Florida, further identified by Folio 36-6007-027-0010, (Property) and the delegation of authority to the County Mayor or County Mayor's designee to execute the contract, to exercise all other rights conferred therein, to accept the General Warranty Deed for the Property, and to take all actions necessary to effectuate the purchase, conveyance and renovations of the Property. The Property consists of a four-story hotel, operating as La Quinta with 107 guest rooms containing 46,415± square feet of adjusted building area situated on an 87,626± square foot (2.013± acres) TC zoned site (providing for commercial, multi-family and mixed uses).

This purchase is intended to be managed by the Homeless Trust (HT) for the repurposing of the existing hotel into permanent, affordable housing for seniors served by the County's Continuum of Care. The Internal Services Department (ISD) performed the due diligence pertaining to the acquisition of the Property, including but not limited to appraisals, engagement with County departments, property inspections, zoning reviews, environmental studies, and title searches.

The findings of all due diligence conclude that the Property is structurally safe and suitable for its intended purpose of housing senior citizens and meets the County's standards. The whereas clauses in the attached resolution are incorporated herein by reference.

Recommendation

According to Section 125.355 of the Florida Statutes, it is recommended that the Board approve the attached resolution by an extraordinary vote.

Fiscal Impact/Funding Source

The fiscal impact of the acquisition of the Property is comprised of the \$14,000,000.00 purchase price, up to \$40,000.00 in closing and due diligence costs, and, following the closing of the Property, additional costs of up to \$950,000.00, including the cost of permitting, for capital expenses to the Property are needed to retrofit the 107 units and for the restrictive covenant, for a total project cost

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
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of \$14,990,000.00 (Total Project Costs). The Total Project Costs will be funded as follows: (a) \$7,000,000.00 from general revenue funds included in the County's HOMES Plan, and (b) \$8,000,000.00 from the Food and Beverage Tax reserves. It is anticipated that the City of Miami will provide \$8,000,000.00 in HOME American Rescue Plan funds to the County for the acquisition of the Property, and the County will use those funds in lieu of the Food and Beverage Tax reserves to acquire the Property if the funds are deposited with the County prior to the closing on the Property or will otherwise reimburse itself into the Food and Beverage tax reserves if the funds are received from the City of Miami following the closing of the Property.

The annual costs to operate the Property are estimated to be \$1,640,000.00 and will be funded from Food and Beverage tax funds.

Attachment



Carladenise Edwards
Chief Administrative Officer

Attachment 1

CONTRACT FOR SALE AND PURCHASE

Project: Homeless Trust-La Quinta Inn-10821 Caribbean Boulevard
Folio No.: 36-6007-027-0010

This Contract for Sale and Purchase ("Contract") is entered into as of the ____ day of _____, 2024 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and successors in interest ("Buyer"), whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and CUTLER BAY LODGING, LLC, a Florida Limited Liability Company, ("Seller") whose address is 3785 NW 82 Avenue, Suite 204 Miami, Fl. 33166.

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

1. REALTY. Seller agrees to sell to Buyer, and its successors in interest, and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real property, if any and all buildings, fixtures, and other improvements thereon, as described in Exhibit "B", all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the real property, if any (collectively, the "Property").

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the Property of \$14,000,000 (Fourteen Million Dollars), by County check or wire transfer of U.S. funds. The purchase price is predicated on a site area of 87,626 square feet or 2.013 acres more or less exclusive of any dedicated rights-of-way located thereon, and shall be adjusted according to the net acreage as determined by the final survey as referred to in Paragraph 7 herein. The purchase price to be paid at closing shall be subject to other adjustments and prorations provided for herein and will be paid at closing as specified in Article 12 herein.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the Property and agrees to convey good, marketable and insurable title by General Warranty Deed, in substantially the form of Exhibit "C" attached hereto and made a part hereof ("General Warranty Deed") subject to the "Permitted Exceptions" (as that term is defined in Section 5). Notwithstanding the foregoing, if Seller is unable, at closing, to convey to the Buyer such title as stated in this paragraph, the Buyer's sole remedy shall be to terminate this Contract. Buyer acknowledges that except as expressly provided in this Contract, Buyer is acquiring the Property on an "AS IS, WHERE IS" basis, without any express representations or warranties by Seller, and will be relying solely on Buyer's own due diligence inspections of the Property.

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply

with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, at its expense, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment from the national title company of Buyer's choice (the "Title Company") and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects ("Title Defects"), if any, in writing to the Seller. Seller shall then have a period of five (5) business days following receipt of the title commitment ("Seller's Election Deadline") to notify Buyer whether or not Seller elects to undertake to cure such Title Defects. If Seller fails to timely respond or declines to cure any such Title Defects, Buyer may either elect- in writing to be delivered within thirty (30) days of Seller's Election Deadline ("Buyer's Election Deadline")- to accept the Property subject to such Title Defects, or terminate this Contract, in which event both parties shall be released from any further obligations hereunder. If Buyer fails to deliver any such notice by the Buyer's Election Deadline, then Buyer shall be deemed to have terminated this Contract and both parties shall be released from any further obligations hereunder. If Buyer timely delivers a notice by Buyer's Election Deadline, then: (a) any title matters disclosed on the commitment to which Buyer does not object, or (b) any Title Defects which Seller declined to cure and which Buyer elects to accept-in writing- shall be referred to as the "Permitted Exceptions;" provided, however, that no matter shall be deemed a "Permitted Exception" at any time prior to the lapse of the Buyer's Election Deadline. For those Title Defects which Seller elects to attempt to cure, Seller shall have sixty (60) days from receipt of written notice from Buyer to cure the designated Title Defects, including the institution of necessary lawsuits and the Closing Date set forth in section 12 below shall be extended by up to 60 days to provide Seller time to cure. Seller hereby agrees to use reasonable diligence to cure said defects including the institution of necessary lawsuits. If Seller is unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to Buyer, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option. Buyer may, at Buyer's expense, obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Property for the period between closing and recording of the General Warranty Deed. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer.

6a. ENVIRONMENTAL/HAZARDOUS MATERIALS INSPECTIONS. Buyer shall, at Buyer's sole cost and expense and at least thirty (30) days from the Effective Date of this Contract, obtain An ASTM PHASE I Environmental Site Assessment Report of the Property (PHASE I) or an Environmental Status Report (ESR) from the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resource Management (DERM) to obtain information regarding the environmental conditions of the site, and to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous wastes on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction, specifically including, but not limited to: contamination (as defined in Section 24-5 of the Code of Miami-Dade County (the "Code") and/or Chapter 620780 Florida Administrative Code ("FAC") or the presence of hazardous

materials or hazardous waste, pursuant to Section 24-5 of the Code, or solid waste as defined in Section 15-1 of the Code and/or Chapter 62-701 FAC, on the Property in violation of any laws, ordinances rules or restrictions of any governmental authority having jurisdiction.

Upon receipt of the PHASE I or ESR from DERM, the Buyer shall then have an additional sixty (60) days to obtain a PHASE II Environmental Site Assessment Report (PHASE II), should DERM determine that the results of the PHASE I or ESR warrant additional testing. The foregoing time periods (up to 90 days) for testing shall be referred to herein as the "Inspection Period." Should any such inspections show defects to the Property, including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, or which are unable to be cured by Seller, Buyer may elect to terminate this Contract by giving Seller written notice prior within ten (10) days of the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair any such defects by Closing, Buyer will proceed to Closing without delay. If Seller is unwilling or unable to repair such defects to Buyer's satisfaction (which shall be communicated to Buyer in writing), Buyer may waive all such defects and proceed to Closing at Buyer's option without adjustment to the Purchase Price, such option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth. The date of the Closing as set forth in paragraph 12 below shall be extended by the number of days mutually agreed up by the parties as being reasonably necessary to resolve any adverse environmental findings during the Inspection Period, but .

6b. PROPERTY INSPECTIONS. The Parties acknowledge that the Buyer is acquiring the Property for the purposes of re-housing and homelessness prevention. Accordingly, this Contract is contingent upon an inspection of the Property by Buyer to determine the condition and performance relative to the aforementioned function and acceptability of the following items:

- (1) Central heating system
- (2) Foundation
- (3) Central cooling system
- (4) Plumbing system
- (5) Electrical system
- (6) Exterior
- (7) Roofs
- (8) Walls
- (9) Basement
- (10) Ceilings
- (11) Floors
- (12) Windows and Doors

The inspection shall be performed by an inspector of the Buyer's choice. The inspector should be qualified to do inspection as evidenced by a licensed or professionally designated inspector. Said inspection(s) shall be at the Buyer's sole expense. Seller agrees to make the Property reasonably available for said inspection. Routine maintenance items are not part of this

contingency. The inspection shall be done within thirty (30) days of the Effective Date of this Contract. If Buyer or anyone representing Buyer discovers any defects in the above specified components of the Property, Buyer must notify Seller in writing, describing such defects within fifteen (15) days after the inspection. If the Buyer notifies the Seller of such defects, and if within fifteen (15) business days after such notice Buyer and Seller have not agreed in writing as to whether repairs will be made by the Seller at its expense, and or the sales price to be reduced in lieu of said repairs, the Contract will automatically become null and void without further notice required, and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defect and proceed with closing at Buyer's option. However, notwithstanding any provision to the contrary, or any notice given, the Buyer may unilaterally waive defects, providing that the Buyer notifies Seller of such waiver in writing within the time specified. If Buyer fails to have the inspection performed or does not notify Seller within the time specified above, this contingency shall be deemed removed and the Contract shall be in full force and effect.

6c. WALK-THROUGH INSPECTION/RE-INSPECTION. On the day prior to Closing, or on the Closing date, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property.

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

7. SURVEY. Buyer, at Buyer's sole cost and expense and not less than 30 days prior to closing, obtain a current certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty (60) daytime period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Property or that any improvements on the Property encroach on the land of others, the same shall be regarded as a Title Defect and shall be subject to Buyer's title objection procedure in Section 5. The legal description in the survey shall be subject to Seller's and Buyer's approval.

8. RIGHT TO ENTER PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful and agreed upon purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. Seller shall have the right to have a representative present during any such entry on the Property. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract. If Closing does not occur, Buyer shall repair and restore the Property to the condition

existing prior to any test or construction on the site. Buyer shall take reasonable actions to ensure that Buyer's representatives entering on the Property do not unreasonably or materially interfere with the operation of Seller's hotel business during any such inspections.

9. TENANCIES. Seller further warrants and represents that, except for daily hotel guests, no person is living on or occupying the Property (or any portion thereof), nor does Seller otherwise permit the use or occupancy of the Property (or any portion thereof) by, any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, government unit, and that (i) there are no other agreements, oral or written, that permits the use or occupancy of any portion of the Property; (ii) Seller shall not permit the use or occupancy of any portion of the Property subsequent to the date of Seller execution of this Contract; (iii) Seller will indemnify, defend and hold harmless Buyer, its agencies, instrumentalities, commissioners, trustees, officers, employees, and agents, for and against all persons claiming an interest in possession of the Property or any portion thereof that is contrary to the representations in this paragraph. This paragraph survives the termination of this Contract and the Closing.

10. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any shall be prorated to the day prior to closing. All revenue related to the operation of the Property through Closing shall be the property of Seller and following Closing shall be the property of Buyer.

11. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

12. CLOSING. The closing of this transaction shall be completed within sixty (60) days of the Effective Date of this Contract unless otherwise extended as mutually agreed upon by Buyer, the Miami-Dade County Mayor or Mayor's designee acting on behalf of Buyer, and Seller. The specific time, date and location of the closing shall be determined by the County (the "Closing Date"). The Closing shall be an escrow closing through the offices of the Title Company, with neither party required to attend a physical closing.

12a. 1031 EXCHANGE. The Seller may elect to have a Section 1031 Exchange connected with this sale, and Buyer agrees to cooperate and assist with Seller's efforts to affect such an exchange, however, the closing shall not be contingent upon, nor extended or delayed by such exchange. Any costs incurred to facilitate a 1031 Exchange or similar tax-deferment strategies shall be borne by the seller.

13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer. All time periods will be calculated in business days.

14. BROKERS. No brokers have been involved in this real property transaction. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent. This paragraph survives the termination of this Contract and the Closing.

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

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

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

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

19. DEFAULT.

- a. If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In addition to specific performance, a non-defaulting party may terminate the Contract if a defaulting party does not cure a default within thirty (30) days of receipt of a default notice from the non-defaulting party. Such default notice shall be sent in writing via certified U.S. Mail, nationally recognized overnight delivery service or via electronic communication with a duplicate copy sent by one of the other approved delivery methods. Except for any defaults under paragraphs 9, 11, 12 and 14 of this Contract or as otherwise provided in this Section 19, in no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.
- b. In the event that the Property Is Satisfactory To Buyer (as defined herein) and Buyer still fails to timely close on the purchase of the Property in accordance with section 12 of this Contract, the same shall be a default under this Contract. Seller may then send a notice of default to Buyer setting forth, with specificity, the basis for the default. If Buyer fails to cure such default within 30 days of receipt of the notice from Seller (or such longer period of time as may be reasonable if the cure cannot be effectuated within 30 days), then Buyer shall pay Seller the sum of \$1,000,000.00 (the "Buyer Default Payment") as liquidated damages for Buyer's breach of this Contract in failing to close despite that the Property Is Satisfactory To Buyer, whereupon this Agreement shall terminate, and the parties shall be forever released from any and all rights, obligations and liabilities under this Agreement, except for those that expressly survive this

termination of this Agreement. The phrase "the Property is Satisfactory To Buyer" shall mean that: (1) the Seller has not breached or defaulted on any of its obligations under this Agreement; (2) the Buyer is satisfied with the Title Commitment and has not identified any Title Defects which Seller has refused to cure or, if Seller has agreed to cure, has been timely cured to the satisfaction of Buyer all as set forth in Section 5 of this Agreement; (3) the Buyer has been provided with an opportunity to conduct all of its inspections under this Agreement and is satisfied with the condition of the Property as set forth in Sections 6 and 8 of this Agreement; and (4) the Buyer has conducted a survey of the Property and found no Title Defects or any Title Defects present have been addressed to the satisfaction of the Buyer in accordance with Section 5 of this Agreement.

- c. BUYER ACKNOWLEDGES THAT: (1) IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO CALCULATE ACTUAL DAMAGES CAUSED BY THE FAILURE OF BUYER TO PURCHASE THE PROPERTY WHERE SUCH FAILURE WAS NOT DUE TO A DEFAULT BY SELLER AND THE PROPERTY IS SATISFACTORY TO BUYER; and (2) UPON AN UNCURED DEFAULT BY BUYER UNDER THIS CONTRACT, THE AMOUNT OF THE BUYER DEFAULT PAYMENT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES AND THAT SELLER SHALL BE ENTITLED TO BUYER DEFAULT PAYMENT AS LIQUIDATED DAMAGES, WHICH SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY, EITHER AT LAW AND/OR IN EQUITY. THE FOREGOING DOES NOT LIMIT BUYER'S LIABILITY UNDER ANY INDEMNITY OR OTHER PROVISION OF THIS CONTRACT WHICH BY ITS TERMS SURVIVES A TERMINATION OF THIS CONTRACT OR IS TO BE PERFORMED AFTER CLOSING.
- d. In the event Seller defaults under this Contract and fails to close on the purchase of the Property, the Seller shall pay Buyer the sum of \$1,000,000.00 (the "Seller Default Payment") as liquidated damages for Seller's breach of this Contract, whereupon this Agreement shall terminate, and the parties shall be forever released from any and all rights, obligations and liabilities under this Agreement, except for those that expressly survive this termination of this Agreement. SELLER ACKNOWLEDGES THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO CALCULATE ACTUAL DAMAGES CAUSED BY THE FAILURE OF SELLER TO CLOSE ON THE PROPERTY WHERE SUCH FAILURE WAS NOT DUE TO A DEFAULT BY BUYER. THERE UPON AN UNCURED DEFAULT BY SELLER UNDER THIS CONTRACT, THE AMOUNT OF THE SELLER DEFAULT PAYMENT IS A REASONABLE ESTIMATE OF BUYER'S DAMAGES AND THAT BUYER SHALL BE ENTITLED TO SELLER DEFAULT PAYMENT AS LIQUIDATED DAMAGES, WHICH SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY, EITHER AT LAW AND/OR IN EQUITY. THE FOREGOING DOES NOT LIMIT SELLER'S LIABILITY UNDER ANY INDEMNITY OR OTHER PROVISION OF THIS CONTRACT WHICH BY ITS TERMS SURVIVES A TERMINATION OF THIS CONTRACT OR IS TO

BE PERFORMED AFTER CLOSING.

20. LITIGATION. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings. This paragraph survives the termination of this Contract and the Closing.

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

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

23. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

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

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

26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

27. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

28. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"); provided, however, that such Board approval shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's

veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Board and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Contract by Buyer, as set forth herein, is the Effective Date of this Contract. By executing this Contract, Seller acknowledges and agrees that its signature represents an offer to sell the Property to the Buyer pursuant to the terms and conditions of this Contract. Seller's offer shall be irrevocable through October 31, 2024. If Buyer has not placed this Contract on an agenda of the Board for its approval on or before October 31, 2024 and obtained either approval or rejection of the Contract by October 31, 2024, then Seller shall have the right to withdraw its offer at any time thereafter by sending written notice to the Buyer and this Contract and Seller's offer shall be of no further force or effect following the date of such notice.

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

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

as to Buyer:

Idania Barroso, Real Estate Advisor
Miami-Dade County-Internal Services Department
111 NW 1st Street, 23rd Floor
Miami, Florida 33128
Idania.Barroso@miamidade.gov

With a copy to:

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

as to Seller:

Chirag B. Desai
Cutler Bay Lodging, LLC.
3785 NW 82 Avenue
Suite 204
Miami, Fl. 33166
Chris.desai@baywoodhotels.com

[SIGNATURES APPEAR ON FOLLOWING PAGES]
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IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

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

BUYER:

MIAMI-DADE COUNTY

By: _____
(Deputy Clerk Signature)

By: _____
County Mayor or County Mayor's Designee

Date: _____

Date: _____

Arson Krons
Witness

SELLER:

CUTLER BAY LODGING, LLC.

Arson Krons
Print

By: _____
Chirag B. Desai,
Manager

Shire Patel
Witness

Date: _____

Shire Patel
Print

9/9/2024

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 9 day of Sept, 2024, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, CHIRAG DESAI, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed. WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 9 day of Sept, 2024



NOTARY SEAL / STAMP

Maria Rubio (SEAL)
Notary Public

Maria Rubio
Print Name
Notary Public, State of Florida
My Commission expires _____

Approved as to form and legal sufficiency:

Assistant County Attorney

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

FOLIO NO.: 36-6007-027-0010

Tract A, BUDGETEL AT CARIBBEAN, according to the Plat thereof, recorded in Plat Book 146, Page 20, in the Public Records of Miami-Dade County, Florida.

ALSO KNOWN AS:

A portion of the Northeast ¼ of Section 7, Township 56 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the North ½ of the North 1/2 of the Northeast ¼ of the ¼ Northeast of said Section 7: thence South 89 degrees 56 minutes 28 seconds West along the South line of the North ½ of the ½ of the Northeast ¼ of the Northeast ¼ of said Section 7 for 549.02 feet; thence South 42 degrees 23 minutes 50 seconds West for 61.59 feet to the Point of Beginning of the parcel of land hereinafter described; thence South 15 degrees 22 minutes 51 seconds = for 104.47 feet; thence South 9 degrees 16 minutes 50 seconds = for 199.35 feet (said last mentioned two courses being coincident with the Westerly Right-of Way lien of the Homestead Extension of Florida's Turnpike State Road No. 821, as shown on Sheet R-6 of the Right-of-Way Map thereof, prepared for Section 87005, Contract 2502, last revised 4-19-71); thence South 80 degrees 43 minutes 10 seconds West at right angles to the last described course for 143.70 feet; thence South 9 degrees 16 minutes 50 seconds = for 195.29 feet (said last mentioned two courses being coincident with the Northerly and Westerly line of "HOLIDAY INN AT CARIBBEAN", as recorded Plat Book 107, at Page 98 of the Public Records of Miami-Dade County, Florida); thence North 47 degrees 37 minutes 17 seconds West for 148.87 feet; thence South 42 degrees 23 minutes 50 seconds West for 150 feet to a point on the Northerly Right-of Way line of Caribbean Boulevard; thence North 47 degrees 37 minutes 17 seconds West along said Northerly Right-of-Way line of Caribbean Boulevard for 100 feet; thence North 42 degrees 23 minutes 50 seconds East for 167.45 feet more or less to the Southeasterly prolongation of an existing one-story CBS building wall; thence Northwesterly along the Northwesterly face of the afore-described one-story CBS building (and the Northeasterly and Southeasterly prolongation) for 60 feet more or less; thence North 42 degrees 23 minutes 50 seconds = for 395.65 feet to the Point of Beginning, all lying and being in Miami-Dade County, Florida.

EXHIBIT "B"

Inventory List of FFE to be provided by Seller along with description of the structure (i.e. square feet, number of floors, rooms, etc.)

EXHIBIT "C"

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED made this ____ day of _____, 20__, between **CUTLER BAY LODGING, LLC**, whose address is 3785 NW 82 Avenue, Suite 204 Miami, Fl. 33166 ("Grantor"), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128 ("Grantee").

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

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, by these presents does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee, and its successors and assigns forever, all that certain land situate in Miami-Dade County, Florida, which is more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

SUBJECT TO taxes, assessments and special district levies, for 2024 and subsequent years; zoning and other regulatory laws and ordinances affecting the Property; those matters that would be disclosed by an accurate survey of the Property; and easements, reservations, restrictions, rights of way, and other matters of record, if any, without the intent to reimpose or reinstate same hereby.

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging or otherwise appertaining to the Property.

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

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

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

Signed, sealed and delivered in the presence of:

Shiv Patel
Print Name: _____

[Signature]
Signature

GRANTOR:
CUTLER BAY LODGING, LLC.
By: [Signature]
Name: Chirag B. Desai
Manager

Address: 3785 NW 82nd Ave, Suite #204, Doral, FL 33166
Print Name: Aaron Krens

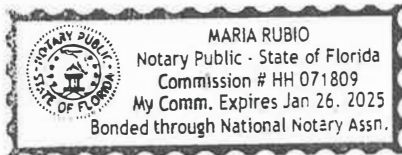
[Signature]
Signature

Address: 3785 NW 82nd Ave, Suite #204, Doral, FL 33166

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY, that on this 9 day of Sept, 2024, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, CHIRAG DESAI personally known to me, or proven, by producing the following identification: _____ to be the persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at _____, in the County and State aforesaid, on this 9th day of Sept, 2024.



NOTARY SEAL / STAMP

[Signature] (SEAL)
Notary Public
MARIA RUBIO
Print Name
Notary Public, State of FLORIDA
My Commission Expires _____

Approved as to form and legal sufficiency:

Assistant County Attorney

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

Exhibit A to Warranty Deed

DESCRIPTION OF LAND

Tract A, BUDGETEL AT CARIBBEAN, according to the Plat thereof, recorded in Plat Book 146, Page 20, in the Public Records of Miami-Dade County, Florida.

ALSO KNOWN AS:

A portion of the Northeast ¼ of Section 7, Township 56 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the North ½ of the North 1/2 of the Northeast ¼ of the ¼ Northeast of said Section 7: thence South 89 degrees 56 minutes 28 seconds West along the South line of the North ½ of the ½ of the Northeast ¼ of the Northeast ¼ of said Section 7 for 549.02 feet; thence South 42 degrees 23 minutes 50 seconds West for 61.59 feet to the Point of Beginning of the parcel of land hereinafter described; thence South 15 degrees 22 minutes 51 seconds = for 104.47 feet; thence South 9 degrees 16 minutes 50 seconds = for 199.35 feet (said last mentioned two courses being coincident with the Westerly Right-of-Way lien of the Homestead Extension of Florida's Turnpike State Road No. 821, as shown on Sheet R-6 of the Right-of-Way Map thereof, prepared for Section 87005, Contract 2502, last revised 4-19-71); thence South 80 degrees 43 minutes 10 seconds West at right angles to the last described course for 143.70 feet; thence South 9 degrees 16 minutes 50 seconds = for 195.29 feet (said last mentioned two courses being coincident with the Northerly and Westerly line of "HOLIDAY INN AT CARIBBEAN", as recorded Plat Book 107, at Page 98 of the Public Records of Miami-Dade County, Florida); thence North 47 degrees 37 minutes 17 seconds West for 148.87 feet; thence South 42 degrees 23 minutes 50 seconds West for 150 feet to a point on the Northerly Right-of-Way line of Caribbean Boulevard; thence North 47 degrees 37 minutes 17 seconds West along said Northerly Right-of-Way line of Caribbean Boulevard for 100 feet; thence North 42 degrees 23 minutes 50 seconds East for 167.45 feet more or less to the Southeasterly prolongation of an existing one-story CBS building wall; thence Northwesterly along the Northwesterly face of the afore-described one-story CBS building (and the Northeasterly and Southeasterly prolongation) for 60 feet more or less; thence North 42 degrees 23 minutes 50 seconds = for 395.65 feet to the Point of Beginning, all lying and being in Miami-Dade County, Florida.

4871-6272-9670, v. 1



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 17, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Substitute
Agenda Item No. 8(F)(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 Substitue
Veto _____ Agenda Item No. 8(F)(2)
Override _____ 9-17-24

RESOLUTION NO. _____ R-811-24

RESOLUTION APPROVING BY AN EXTRAORDINARY VOTE PURSUANT TO SECTION 125.355, FLORIDA STATUTES, A CONTRACT FOR SALE AND PURCHASE BETWEEN CUTLER BAY LODGING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, FOR AN APPROXIMATELY 87,626 SQUARE FOOT PROPERTY IMPROVED WITH AN APPROXIMATELY 46,415 SQUARE FOOT BUILDING LOCATED AT 10821 CARIBBEAN BLVD, CUTLER BAY, FLORIDA, IN THE AMOUNT OF \$14,000,000.00; AUTHORIZING THE EXPENDITURE OF \$14,000,000.00 FOR PURCHASE OF THE PROPERTY, UP TO \$40,000.00 FOR CLOSING COSTS, AND UP TO \$950,000.00 FOR PROPERTY RETROFITTING FOR A TOTAL AMOUNT OF \$14,990,000.00 FUNDED FROM MIAMI-DADE COUNTY’S HOMES PLAN, AND ONE PERCENT FOOD AND BEVERAGE TAX FUNDS; SETTING REQUIREMENTS FOR OPERATION OF THE PROPERTY AND REQUIRING A RESTRICTIVE COVENANT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, EXERCISE ALL RIGHTS CONFERRED THEREIN, TO ACCEPT CONVEYANCE OF PROPERTY BY GENERAL WARRANTY DEED, AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE AND CONVEYANCE OF THE PROPERTY

WHEREAS, according to the National Alliance to End Homelessness, senior citizen homelessness is expected to nearly triple by 2030; and

WHEREAS, between 2022 and 2023, the number of seniors 55 and over encountered by the Homeless Trust more than doubled; and

WHEREAS, a new state law that prohibits public camping and sleeping has brought new urgency to the issue of homelessness, and could result in the criminalization of homelessness; and

WHEREAS, on October 1, 2024, cities and counties will be required to enforce State bans on camping or sleeping on public property within their jurisdictions, including the beach, sidewalks, bus stops, and parks where the homeless may sleep; and

WHEREAS, on January 1, 2025, cities and counties could face legal action from any resident or business owner within their jurisdictions, or the Florida Attorney General, for failing to comply with the new State ban; and

WHEREAS, units of housing, particularly supportive housing, are needed as there is an extreme lack of affordable rental housing in our community, particularly for the most vulnerable, which includes older adults; and

WHEREAS, the Miami-Dade Homeless Trust (“Homeless Trust”) identified an affordable housing solution for low-income seniors in need of housing, an existing 87,626± square foot real property improved with an approximately 46,415 square foot, four-story hotel with 107 guest rooms located at 10821 Caribbean Blvd, Cutler Bay, Florida, identified by Folio Number 36-6007-027-0010 (the “Property”), which fits into a larger acquisition and conversion strategy of creating housing through adaptive reuse; and

WHEREAS, the Internal Services Department (“ISD”) performed the due diligence pertaining to the acquisition of the Property and while offsite contaminants, which do not pose a health risk to the current users or any future residents were identified, ISD has concluded that the Property is structurally safe and suitable for its intended purpose of housing senior citizens and meets the County’s standards; and

WHEREAS, two appraisals were conducted on the Property and the market value at highest and best use was determined to be the existing hotel use, between \$10,200,000.00 and \$10,300,000.00, with an average of \$10,250,000.00; and

WHEREAS, the purchase price for the subject Property is \$14,000,000.00, which contemplates \$8,000,000.00 in HOME American Rescue Plan (“ARP”) funds from the City of Miami; and

WHEREAS, as the City’s contribution is pending approval, the Homeless Trust will allocate Food and Beverage Tax reserves in an amount of \$8,000,000.00 to effectuate the purchase of the Property, pending reimbursement by the City of Miami; and

WHEREAS, \$7,000,000.00 toward the purchase of the Property is allocated as part of Miami-Dade County’s HOMES plan approved in the 2023-2024 Fiscal Year budget; and

WHEREAS, the purchase price for the subject Property of \$14,000,000.00 exceeds the average of the two appraisals; and

WHEREAS, section 125.355, Florida Statutes, requires an extraordinary vote when the agreed purchase price exceeds the average appraised price of the two appraisals; and

WHEREAS, this Board believes that it is important that senior citizens within Miami-Dade County have a safe and secure place to live, regardless of their income; and

WHEREAS, purchase of the Property is a significant step in the County’s ongoing commitment to ensure that all senior citizens within Miami-Dade County have access to such a place; and

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

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

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board hereby approves, by an extraordinary vote of a majority plus one of the board members present, pursuant to section 125.355, Florida Statutes, the Contract for Sale and Purchase (the “Contract”) between Cutler Bay Lodging, LLC, a Florida Limited Liability Company, as Seller, and the County, as Buyer, of an existing 87,626± square foot property improved with an approximately 46,415 square foot, four-story hotel with 107 guest rooms located at 10821 Caribbean Blvd, Cutler Bay, Florida, identified by Folio Number 36-6007-027-0010 (the “Property”), in substantially the form attached to the accompanying memorandum as Attachment 1, an is for an acquisition cost in the amount of \$14,000,000.00 and this Board authorizes an additional expenditure of up to \$40,000.00 for closing costs, and up to \$950,000.00 for building retrofit, for a total expenditure of up to \$14,990,000.00 funded from the Miami-Dade County’s HOMES Plan and one percent Food and Beverage Tax funds, for the purpose of purchasing and repurposing the existing hotel into permanent, affordable housing for seniors served by Miami-Dade County’s Continuum of Care.

Section 3. This Board further authorizes the County Mayor or County Mayor’s designee to execute said Contract on behalf of Miami-Dade County, to exercise any and all rights conferred therein, to take all other actions necessary to effectuate said purchase, and to accept conveyance of said Property by General Warranty Deed substantially in the form attached to the Contract as Exhibit C.

Section 4. This Board directs the County Mayor or Mayor’s designee to ensure that the >>Homeless Trust<<¹~~[[Property is operated]]~~ >>operates<< and >>maintains<< ~~[[maintained]]~~ >>the Property<< with the following >>requirements<< ~~[[guidelines]]~~: (a) the Property will serve as permanent supportive housing exclusively for senior citizens aged 55 and

¹ The differences between the substitute and the original item are indicated as follows: Words stricken through and/or ~~[[double bracketed]]~~ shall be deleted, words underscored and/or >>double arrowed<< are added.

older; (b) tenants shall be required to enter into >>annual<< leases and provide proof of >>income and<< ability to pay >>thirty percent of that documented income for<< the required rents; (c) no needle exchange or similar program shall be operated on the Property; (d) background checks shall be conducted on all potential tenants prior to entering into any lease in order to exclude any individual identified as a sexual predator or sexual offender, as defined in section 21-280 of the Code of Miami-Dade County (Code”), as may be amended from time to time >>or any individual convicted of a violent felony, as defined in section 26-37 of the Code, within the last 10 years<<; (e) the Property will maintain a continuously operational closed circuit television system; (f) the Property, including the exterior façade, shall be renovated and continuously maintained to comply with all applicable county building and zoning code standards, >>and the Property will be maintained with window shades/coverings that are consistent in every unit<<; ~~[[and]]~~ (g) >>no more than 2 people shall occupy each unit; (h) there shall be an onsite property manager Monday through Friday from 9:00 am through 5:00 pm on business days and on-call staff during weekends; and (i)<< such other >>requirements<< ~~[[guidelines]]~~ as this Board may from time to time implement. >>This Board further directs the County Mayor or Mayor’s designee to ensure that the Homeless Trust meets with the developers of the South Place City Center mixed use development in good faith about other requests for site improvements, and shall consider those requests so long as such requests do not present a capital or operational expense to the Homeless Trust or the County.

Section 5. This Board authorizes the County Mayor or County Mayor’s designee to execute a restrictive covenant, following approval by the County Attorney’s Office, to set forth the requirements in Section 4 of this resolution, on behalf of the County and allowing for the enforcement thereof exclusively by the County. This Board authorizes the County Mayor or County Mayor’s designee to record the restrictive covenant in the Public Records of Miami-Dade County.<<

Section >>6<< [[5]]. Pursuant to Resolution No. R-974-09, the County Mayor or County Mayor’s designee shall provide a recorded copy of the instrument of conveyance accepted herein to the Clerk of the Board within 30 days of the execution and final acceptance of such instrument, and the Clerk of the Board shall attach and permanently store a recorded copy of such instrument together with this resolution.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of September, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "S. Williams", written over a horizontal line.

Shannon D. Summerset-Williams