

ATTACHMENT 2

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase (“**Contract**”) is made this ____ day of _____, 20__ (“**Effective Date**”), by and between Seller, **Miami-Dade County**, a political subdivision of the State of Florida (“**SELLER**” or “**County**”), 111 N.W. 1st Street, 21st Floor, Miami, Florida 33128, and the Awarded Bidder, also known as the Buyer, (“**BUYER**”).

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

AGREEMENT TO SELL. SELLER hereby agrees to sell and BUYER hereby agrees to buy, in its present “AS-IS, WHERE IS CONDITION” condition, in accordance with and subject to the satisfaction of the conditions set forth in this Contract, the approximately 1.66 acres of real property, **Folio Number 01-0111-050-1060**, which is more particularly described in the sketch and legal description attached as “**Exhibit “A”**” to this Contract (the “**Property**”).

1. PURCHASE PRICE; DEPOSIT. BUYER agrees to pay the amount of \$ _____ for the Property, (the “**Purchase Price**”). The Purchase Price shall be paid by wire transfer to the County on the Closing Date (as such term is defined in subsection 5(a) below). Within ten (10) days of the Effective Date, the Buyer agrees to make a deposit equal to ten percent (10%) of the Purchase Price payable to the County and to be placed in the Closing Escrow (as such term is defined in Section 5(d) below). These sums in the Closing Escrow shall be the “**Deposit**”. BUYER and SELLER acknowledge and agree that if BUYER fails to timely deliver the Deposit in full, then this Contract shall automatically terminate without the need for action or notice by either party to effectuate said termination and the Bid Bond will be forfeited to the County as liquidated damages and not as a penalty to compensate the County for the delay and administrative services involved in obtaining the successful Buyer.

2. ACCEPTANCE OF OFFER; EFFECTIVENESS OF CONTRACT. SELLER reserves the right to reject this offer. Therefore, this Contract shall not bind SELLER in any manner unless or until it is approved by the Board of County Commissioners of Miami-Dade County (the “**Board**”), provided, however, that such Board approval shall not be effective until the later of: (a) the lapse of ten (10) days following Board approval of this Contract without the County Mayor’s veto; or (b) in the event that the County Mayor vetoes the Board approval, the date the Board overrides the County Mayor’s veto at the next regularly scheduled meeting of the Board after the veto occurs. The actions of the Board in connection with the approval of the Contract rests solely in the discretion of the Board, as does the County Mayor’s power to veto any action of the Board. Additionally, once the Contract has been legally approved by the Board, then it must also be executed by the County Mayor or Mayor’s designee and such date of execution is referred to herein as the “**Effective Date**”. SELLER reserves the right to terminate or suspend this Contract if an emergency arises, as reasonably determined by the County, whereby the Property is needed by the County for an emergency public purpose pursuant to Resolution No. R-64-16.

3. TITLE INSURANCE; DUE DILIGENCE PERIOD. BUYER acknowledges and agrees that it has received and closely reviewed an updated Title Search Report from National Title and Abstract Company certified from March 7, 1983 through April 8, 2024 (“**Title Report**”) and attached hereto as “**Exhibit B**”. BUYER may, at its sole cost and expense, and within sixty (60) days from the Effective Date of this Contract (“**Due Diligence Period**”) obtain a marketable title insurance commitment, to be followed by an owner’s marketable title insurance policy (ALTA Form “B” with Florida revisions) from a title insurance company licensed by the State of Florida (“**Title Company**”) in the amount of the Purchase Price, and naming BUYER as the insured. The cost and expense of the title insurance shall be borne and paid for by the BUYER. If BUYER’s title insurance policy reveals that there are any deeds, mortgages, covenants, easements, or restrictions on the Property which were not disclosed to the BUYER in the Title Report or which were not known to BUYER at time of execution of this Contract and which are objectionable to BUYER (“**Title Defects**”), then BUYER shall notify the COUNTY of such Title Defects along with a copy of its title insurance commitment within five (5) business days’ receipt thereof. The SELLER shall thereafter have 30 days to address or cure any such Title Defects or to negotiate an appropriate amendment to this Contract to address same. If, following such 30 day period, the SELLER is unable to cure the Title Defects or the BUYER and SELLER are unable to reach an agreement on an amendment, then BUYER may terminate this Contract by giving written notice to SELLER within 10 days of the expiration of the SELLER’s 30-day cure period, in which case the Contract shall be deemed terminated five (5) days following the mailing of such notice and the Deposit shall be returned to BUYER immediately following the termination of this Contract. If BUYER fails to provide timely notice of any Title Defect and/or fails to provide timely notice of it’s the termination of this Contract following the expiration of the SELLER’s 30-day cure period, then BUYER shall be deemed to have waived any claims of Title Defects and/or for termination associated therewith. Except as expressly set forth in this Contract and with respect to any matters that are expressly stated to survive this Contract, the parties shall have no further obligation or liability in connection herewith following the termination of this Contract under this section 3(a), and shall each bear their own costs, fees, and expenses, if any. This Section 3 survives the termination of this Contract and the Closing of this Contract.

4. PROPERTY CONDITION. SELLER will deliver the Property to BUYER at Closing, as defined below, in its present “AS-IS” condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition until Closing. Seller makes no warranties other than marketability of title. By accepting the Property “AS-IS”, BUYER waives all claims against SELLER for any defects in the Property.

5. CLOSING, EXPENSES AND POSSESSION. This Contract shall be closed following approval by SELLER, through its Board, of this Contract, and Closing shall take place on the Closing Date (as defined below). SELLER will deliver possession of the Property to BUYER at Closing.

(a) **Time and Place.** The BUYER understands and acknowledges that the Property is currently used and occupied as the Civil and Probate Courthouse for the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida (“**Courthouse**”) and thereby is

occupied by Judges, the Clerk of Courts and Comptroller for Miami-Dade County, Florida, the Office of Judicial Administration, the law library and numerous employees and staff of those offices and officials (“**Courthouse Occupants**”). A new courthouse is being constructed across from the Property, and it is not anticipated that the existing Courthouse will be vacated and the Courthouse Occupants will be relocated to the new courthouse before August 1, 2025. The consummation of the sale of the Property by SELLER and the purchase by BUYER (the “**Closing**”) shall occur within 30 days after the Property has been vacated by the Courthouse Occupants or such additional time, not to exceed 90 days, as may be necessary to address the provisions of Section 5(b) below. SELLER shall provide the BUYER a written notice of the date that the Property has been vacated.

- (b) **Updated Title Commitment.** Within 5 business days following the County’s written notice to SELLER that the Property has been vacated, BUYER shall have the right to request an update to its title insurance policy from the Title Company if BUYER obtained one during the Due Diligence Period. If the updated title insurance policy reveals that there are any deeds, mortgages, covenants, easements, or restrictions on the Property that arose and were recorded after the expiration of the Due Diligence Period and which are objectionable to BUYER (“**Additional Title Defects**”), then BUYER shall notify the COUNTY of such Additional Title Defects along with a copy of its updated title insurance commitment from the Title Company within five (5) business days’ receipt thereof. The SELLER shall thereafter have 30 days to address or cure any such Additional Title Defects or to negotiate an appropriate amendment to this Contract to address same. If, following such 30 day period, the SELLER is unable to cure the Additional Title Defects or the BUYER and SELLER are unable to reach an agreement on an amendment, then BUYER may terminate this Contract by giving written notice to SELLER within 10 days of the expiration of the SELLER’s 30-day cure period, in which case the Contract shall be deemed terminated five (5) days following the mailing of such notice and the Deposit shall be returned to BUYER immediately following the termination of this Contract. If BUYER fails to provide timely notice of any Additional Title Defect and/or fails to provide timely notice of it’s the termination of this Contract following the expiration of the SELLER’s 30-day cure period, then BUYER shall be deemed to have waived any claims of Title Defects and/or for termination associated therewith.
- (c) **Conveyance.** At Closing, SELLER will deliver to BUYER a fully executed County Deed conveying the Property and any improvements in its "AS-IS, WHERE IS CONDITION," with any and all faults, and without warranties or representations in the form attached hereto as **Exhibit “C”** of this Contract (the “**Deed**”) to be fully executed by SELLER and BUYER.
- (d) **Purchase Price.** At Closing, BUYER shall pay SELLER, by wire transfer, a sum equal to the Purchase Price less the Deposit.
- (e) **Expenses.** BUYER and SELLER acknowledge and agree that BUYER shall be responsible for all closing costs associated with this transaction and the Property, including but not limited to appraisal costs, survey and plat costs, documentary stamp tax on the County Deed, surtaxes on the County Deed, recording fees for all documents to be recorded, abstract or

title insurance fees, BUYER's attorneys' fees and real estate brokerage fees, and all payments required under this Contract, and BUYER shall deposit such amounts in a closing escrow ("**Closing Escrow**") with SELLER at least ten (10) business days before the Closing Date. BUYER agrees that it shall be responsible for all costs of compliance with the terms of the Deed. The obligation to pay the costs and expenses set forth in this Subsection 5(d) of Section 5 shall survive the termination or Closing of this Contract.

6. SURVEY. BUYER may, at BUYER'S expense, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments, BUYER agrees to accept the Property with existing encroachments.

7. CONDITION OF THE PROPERTY. BUYER acknowledges that it has inspected, or will have the opportunity to inspect the Property and is aware of, or will be aware of, and accepts the condition and state of repair of the Property and agrees to accept the Property in "AS-IS, WHERE IS CONDITION" with any and all faults. SELLER makes no warranties or representations whatsoever as to the condition of the Property or any improvements located thereon, or the fitness of either for any particular use or purpose. BUYER acknowledges that the Property may: (a) include certain improvements that are presumed to contain lead-based paint because they are thought or known to have been constructed before 1978 and may contain arsenic in the ground soil; and (b) contain current and former improvements, above or below ground, that may contain asbestos-containing materials ("**ACM**"). The BUYER covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to lead-based paint and ACMs and that the SELLER assumes no responsibility or liability for property damage or damages for personal injury, illness, disability, or death to the BUYER or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition or other activity causing or leading to contact of any kind whatsoever with lead-based paint or ACMs on the Property. The BUYER further acknowledges that SELLER shall not be liable for any latent or patent defects in the Property. This Section 7 expressly survives the termination of this Contract and the Closing of this Contract

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD.

(a) BUYER understands, acknowledges and agrees that following the Effective Date until the date of Closing, SELLER intends to continue to operate the Property as a Courthouse, that it will be used and occupied by the Courthouse Occupants as well as be open to visitors and the public, and that business will continue to be conducted on the Property in the same or substantially the same manner of business operation prior to the Effective Date of this Contract. SELLER will continue to operate and maintain the Property after the Effective Date until the date of Closing in the same or substantially the same manner and to the same or substantially the same level of care as SELLER was operating and maintaining the Property prior to the Effective Date.

(b) Following the expiration of the Due Diligence Period, BUYER shall have the right to enter onto the Property to conduct inspections, measurements, and investigations of the Property subject to the following provisions:

- i. BUYER will provide the SELLER with written notice of its desire to inspect the Property at least 10 business days prior to the week that BUYER desires to undertake the inspections along with the name of each agents, employees and contractors that will be attending;
- ii. The date, time, and duration of BUYER's visits to the Property shall be coordinated with and subject to the approval of SELLER so as to not obstruct or interfere with the Courthouse Occupants or the use of the Property as a Courthouse; and
- iii. BUYER and each of its agents, employees and contractors will need to agree to abide by all rules, regulations, and safety, security and confidentiality protocols in place with respect to visits to the Property.

9. EASEMENTS, RESTRICTIONS AND ENCUMBRANCES AND REAL ESTATE TAXES. BUYER acknowledges that the SELLER does not warrant the title to the Property and is conveying only the interest of the County in the Property. Accordingly, BUYER understands and acknowledges that it will take title to the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, contracts, and encumbrances, whether or not of record. BUYER shall be responsible for all real estate taxes after the date of Closing. This Section 9 survives the Closing of this Contract.

10. 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.

11. DEFAULT.

(a) Failure to Close. If BUYER fails to close this transaction for any reason other than SELLER's default, or the exercise by BUYER of an express right of termination granted herein, SELLER shall be entitled, as its sole remedy hereunder, to terminate this Contract and to receive and retain the Deposit, the Parties hereto acknowledge that it is impossible to estimate more precisely the damages that might be suffered by SELLER upon BUYER's default in failing to close, and that said Deposit is a reasonable estimate of SELLER's loss in the event of default by BUYER. The right to retain the Deposit as full liquidated damages is SELLER's sole and exclusive remedy in the event of default resulting from BUYER's failure to close.

(b) All Other Defaults. For all BUYER defaults, other than those set forth in Subsection 11(a) of the Contract, SELLER shall have any and all rights and remedies available to it at law or in equity against BUYER. For all SELLER defaults, if SELLER fails to perform any of its obligations under this Contract for any reason other than BUYER's default as expressly provided herein, and as a result the Closing has not taken place, BUYER shall be entitled, as its sole remedy, either to (i) terminate this Contract and receive the return of the Deposit, or (ii) waive the default and proceed to Closing. This Section shall survive the termination or Closing of this Contract.

12. SUCCESSORS. Upon execution of this Contract by BUYER, this Contract shall be binding upon and inure to the benefit of BUYER, its permitted successors or assigns.

13. ASSIGNMENT. This Contract shall not be assigned by the BUYER, nor shall any Controlling Interest (as defined below) in BUYER be transferred, to any person or entity without the prior written consent of the SELLER. SELLER's prior written consent to any assignment or transfer of a Controlling Interest shall be denied or granted in the sole and absolute discretion of the County Mayor or County Mayor's designee within thirty (30) days of BUYER's written request for such assignment or transfer. For purposes hereof, a "**Controlling Interest**" with respect to BUYER means the ownership, directly or indirectly, of at least fifty percent (50%) of the ownership or membership interest in BUYER. Without limitation of the foregoing, in the event of any transfer of an ownership interest in BUYER greater than five percent (5%) at any time during the term of this Contract, BUYER shall, within ten (10) days of the transfer, notify the County that the transfer has occurred. Notwithstanding any language to the contrary contained herein, BUYER shall be prohibited from assigning its interest in this Contract, or from transferring any portion of its ownership interest, to any person that: (i) is on any list issued by a governmental entity or agency of individuals and/or entities engaged in terrorist activities, (ii) is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or Scrutinized Companies that Boycott Israel List, as those terms are used and defined pursuant to Sections 215.473 and 215.4725, Florida Statutes; (iv) is convicted of a Public Entity Crime or has been placed in the Convicted Vendors List pursuant to Florida Statute 287.133 or Suspended Vendor List pursuant to Florida Statute 287.1351; or (v) is a Debarred Contractor under 10-38 of the Miami Dade County Code or a similar law, rule or regulation ("**Disqualified Person**"). Any request for the assignment of this Contract, or notice of transfer of ownership interest in BUYER, required herein shall be accompanied by a notarized affidavit confirming that the assignee or transferee, as applicable, is not a Disqualified Person and setting forth the same information as to disclosure of interest as was required of BUYER prior to entering into this Contract.

14. TIME OF ESSENCE. Time is of the essence in the performance of this Contract.

15. BROKERS. SELLER represents to BUYER that SELLER has not been represented by any real estate brokers or agents in this transaction. BUYER represents to SELLER that BUYER has not been represented by any real estate brokers or agents in this transaction. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent from BUYER's actions shall be paid by the BUYER. BUYER shall hold the SELLER harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorneys' fees and costs, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent claiming by or through BUYER. SELLER shall hold the BUYER harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorneys' fees and costs, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent claiming by or through SELLER. This Section survives the termination or Closing of this Contract.

16. INDEMNIFICATION. Except to the extent caused by the gross negligence or willful misconduct of SELLER or its officers, employees, agents or instrumentalities, BUYER shall

indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the BUYER or its employees, agents, servants, partners principals or subcontractors or, following the Closing of this Contract, the condition of the Property, including the presence of any article, material, or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company ("**Hazardous Materials**"). BUYER 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. BUYER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the BUYER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. This Section survives the termination or Closing of this Contract.

17. GOVERNING LAW AND VENUE. 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, or any acts arising or relating thereto, proper venue thereof shall be in Miami-Dade County, Florida.

18. AMENDMENTS. This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties.

19. SURVIVAL. The covenants of this Contract will survive delivery and recording of deed and possession of the Property for a period of fifteen (15) years from Closing.

20. ESCROW. SELLER and BUYER agree that the County shall hold all documents and funds in the Closing Escrow until Closing.

21. NOTICE. All notices, demands, or other communications of any type provided for herein shall be sent in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, electronic mail with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail will be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means will be effective when received by the party to whom the same is addressed. If any method of notice is used other than electronic mail with confirmed receipt, then a copy shall also be sent by electronic mail with confirmed receipt in order for such notice to be deemed effective. Such notices will be addressed as follows:

As to BUYER:

As to SELLER: Miami-Dade County
Attn: Director
Internal Services Department
111 NW 1st Street, 24th Floor
Miami, FL 33128
E-mail: Alex.Munoz@miamidade.gov
Copy to: Idania.barroso@miamidade.gov

With copy to: Miami-Dade County Attorney's Office
Attn: Monica Rizo/Sophia Guzzo
111 NW 1st Street, Suite 2810
Miami, FL 33128
E-mail: Atty@miamidade.gov

22. CASUALTY/CONDEMNATION. If prior to Closing, all or any portion of the Property is damaged or destroyed by any casualty where the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed \$100,000.00 or is the subject of a taking or condemnation under eminent domain law, then the BUYER shall have the right to terminate this Contract and upon such termination, the Deposit will be returned to BUYER and the parties will have no further liability or obligation hereunder.

23. ANTI-CORRUPTION. BUYER AND SELLER will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Contract.

24. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which when taken together shall constitute one and the same original. To facilitate the execution and delivery of this Contract, the parties may execute and exchange counterparts of the signature pages by facsimile or e-mail, and the signature page of either party to any counterpart may be appended to any other counterpart.

25. LIMITATION ON LIABILITY. Notwithstanding anything to the contrary in this Contract, neither SELLER nor BUYER shall be liable for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Contract.

26. SOVEREIGN RIGHTS. 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 operation of the Property. It is expressly understood that notwithstanding any provisions of this Contract 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 of the Property and any improvements thereon, 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 Contract, be obligated to grant the BUYER 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 Property and any improvements thereon; and

(c) Notwithstanding and prevailing over any contrary provision in this Contract, nothing contained in this Contract shall bind the Board, the County's Planning and Zoning Department, RER, 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 agencies in the exercise of its police power.

27. ADDITIONAL TERMS.

(a) **Independent Private Sector Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order 3-20, SELLER has the right to retain the services of an Independent Private Sector Inspector General ("**IPSIG**"), whenever the County deems it appropriate to do so. Subject to all applicable laws, upon written notice from SELLER, BUYER shall make available to the IPSIG retained by the SELLER, all requested records and documentation pertaining to this Contract for inspection and reproduction. SELLER shall be responsible for the payment of these IPSIG services, and under no circumstance shall BUYER's prices and any changes thereto approved by SELLER, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein apply to BUYER, its successors and assigns. Nothing contained in this provision shall impair any independent right of SELLER to conduct an audit or investigate the operations, activities and performance of BUYER in connection with, and as and when provided under, this Contract.

(b) **Miami-Dade County Inspector General Review.**

(i) According to Section 2-1076 of the Code, 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 County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract 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 BUYER shall have no liability therefore.

(ii) Nothing contained above shall in any way limit the powers of the Miami-Dade County Inspector General to perform audits on all County contracts, provided that neither the Miami-Dade County Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to BUYER. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Miami-Dade County 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 BUYER. 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 Miami-Dade County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the Contract. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to BUYER, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of BUYER, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Contract and to detect fraud and corruption.

(iii) Subject to all applicable laws and the terms and conditions herein, upon written notice to BUYER from the Inspector General or IPSIG retained by the Inspector General, BUYER shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to BUYER. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to BUYER, copy all such documents and records in the BUYER'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 from 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 BUYER.

(c) **Commission Auditor.** The Commission Auditor shall have the right to inspect and audit the books, records, financial statements and operations of BUYER all in accordance with Section 2-481 of the County Code and BUYER agrees to comply with same.

(d) **Representation and Warranties.** BUYER hereby represents and warrants to the SELLER that neither BUYER nor any of its manager, members or owners are a Disqualified Person.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the BUYER and SELLER have duly executed this Contract as of the day and year above written.

BUYER:

Witness: _____ (SEAL)

Witness Print Name: _____ By: _____

Printed Name _____

Witness: _____ (SEAL)

Witness Print Name: _____ By: _____

Printed Name _____

CORP SEAL

STATE OF _____

COUNTY OF _____

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 _____, an existing Limited Liability Company under the laws of the State 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 and its Corporate Seal is affixed thereto.

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

Notary Public (SEAL)

Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____
My Commission expires: _____

SELLER:

MIAMI-DADE COUNTY

ATTEST:
JUAN FERNANDEZ-BARQUIN,
Clerk of the Court and Comptroller

By: _____
Mayor

DATE: _____

By: _____
Deputy Clerk

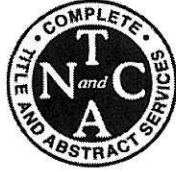
Approved as to form
and legal sufficiency.

Assistant County Attorney

The foregoing was accepted and approved on the _____ day of _____, 20____, by
Resolution No. _____ of the Board of County Commissioners of Dade County, Florida.

Exhibit "A"

All of Block 115-A, LESS the West 50 feet for Street and Area K/A Avenue E lying East of Block 115-A, and Lots 8 and 9 of Block 115-N, of A. L. Knowlton's map of Miami, Florida, according to the Plat thereof recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.



**NATIONAL TITLE AND
ABSTRACT COMPANY**
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

UPDATED TITLE SEARCH REPORT

Search Number: 22-93381
Street Address: 73 W Flagler St
County: Miami-Dade

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Miami-Dade County**, State of Florida for:

Miami-Dade County, Internal Services Department

As to the following described property to wit:

See Exhibit "A"

LAST RECORD TITLE HOLDER: Dade County Commissioners

CHAIN OF TITLE: See pages 3 of 5

MORTGAGES AND OTHER ENCUMBRANCES: 3 of 5

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See page 3 & 4 of 5

RIGHT-OF-WAY: See page 5 of 5

FOLIO NUMBER: 01-0111-050-1060

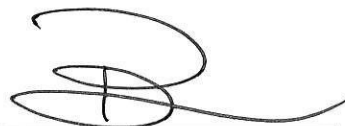
CURRENT TAXES: This parcel is tax exempt

DELINQUENT: YES: _____ NO: X Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates, **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Miami-Dade County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from March 7, 1923 through April 8, 2024, at 2:30 p.m.

BY: 
Pedro L. Rodil- Examiner



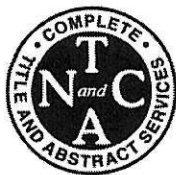
**NATIONAL TITLE AND
ABSTRACT COMPANY**
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

UPDATED TITLE SEARCH REPORT

**Search Number: 22-93381
Street Address: 73 W Flagler St
County: Miami-Dade**

EXHIBIT "A"

All of Block 115-A, LESS the West 50 feet for Street and Area K/A Avenue E lying East of Block 115-A, and Lots 8 and 9 of Block 115-N, of A. L. Knowlton's Map of Miami, Florida, according to the Plat thereof recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.



NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

UPDATED TITLE SEARCH REPORT

Search Number: 22-93381
Street Address: 73 W Flagler St
County: Miami-Dade

DEEDS & CONVEYANCES:

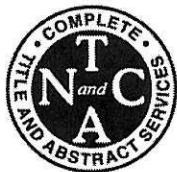
1. Warranty Deed from Fort Dallas Land Company, a Florida corporation, to the Dade County Commissioners dated February 7, 1901, filed March 7, 1901, and recorded in Deed Book 3, Page 23.

MORTGAGES AND OTHER ENCUMBRANCES:

1. Notice of Commencement by CMC Contractors LLC as recorded in Official Records Book 32863, Page 325.

COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS:

1. All matters shown on the plat of A. L. KNOWLTON'S MAP OF MIAMI, DADE CO. FLA. as recorded August 8, 1896, in Plat Book B at Page 41.
2. Deed of Dedication for street rights-of-way from Dade County to the City of Miami dated December 10, 1929, filed March 27, 1930, and recorded in Deed Book 1370, Page 128. (Re: Two strips of land, one on west side of Courthouse, and the other on the east side).
3. Resolution No. R-645-73 approving the conveyance of a permanent easement to Southern Bell Telephone and Telegraph Company adopted on June 5, 1973, filed June 20, 1973, and recorded in Official Records Book 8343, Page 569.
4. Easement granted by Miami-Dade County to Southern Bell Telephone and Telegraph Company over the North 15 feet of the West 121.50 feet of Lot 3, in Block 115A, dated June 12, 1973, filed July 8, 1973, and recorded in Official Records Book 8371, Page 171.
5. Resolution No. R-923-84, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on August 30, 1984, in Official Records Book 12253, Page 1389.
6. Resolution No. R-1299-85, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on October 16, 1985, in Official Records Book 12669, Page 3181.
7. Resolution No. R-729-86, regarding special assessments for the Downtown Metrorail Project filed by Miami-Dade County on June 17, 1986, in Official Records Book 12923, Page 2618.
8. Ordinance 86-44, regarding special assessments for the Downtown Metrorail Project filed by Miami-Dade County on June 17, 1986, in Official Records Book 12923, Page 2622.



NATIONAL TITLE AND ABSTRACT COMPANY

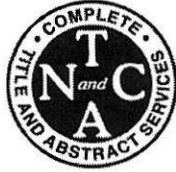
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

UPDATED TITLE SEARCH REPORT

Search Number: 22-93381
Street Address: 73 W Flagler St
County: Miami-Dade

COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS CONTINUED:

9. Resolution No. R-1045-86, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on September 16, 1986, in Official Records Book 13021, Page 751.
10. Resolution No. R-1091-87, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on September 17, 1987, in Official Records Book 13410, Page 794.
11. Resolution No. R-1395-88, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on November 3, 1988, in Official Records Book 13881, Page 99.
12. Resolution No. R-830-89, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on August 2, 1989, in Official Records Book 14202, Page 2632.
13. Resolution No. R-696-90, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on August 1, 1990, in Official Records Book 14646, Page 2358.
14. Resolution No. R-823-91, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on August 27, 1991, in Official Records Book 15168, Page 1887.
15. Resolution No. R-852-92, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on August 7, 1992, in Official Records Book 15615, Page 986.
16. Resolution No. R-869-93, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on August 27, 1993, in Official Records Book 16037, Page 0001.
17. Resolution No. R-1145-94, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on August 16, 1994, in Official Records Book 16478, Page 889.
18. Resolution No. R-975-95, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on July 17, 1995, in Official Records Book 16851, Page 627.
19. Resolution No. R-892-96, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on August 23, 1996, in Official Records Book 17326, Page 3982.
20. Resolution No. R-895-97, adopting annual assessments for the Downtown Metrorail Project filed by Miami-Dade County on September 11, 1997, in Official Records Book 17785, Page 4160.
21. Terms and conditions contained in the Restrictive Covenants dated June 6, 2005, and filed by Miami-Dade County, filed on December 12, 2005, in Official Records Book 24038, Page 1061.
22. Agreement for Water and Sanitary Sewer Facilities as recorded in Official Records Book 29582, Page 421, as modified in Official Records Book 30254, Page 2417.
23. Agreement for Water and Sanitary Sewer Facilities as recorded in Official Records Book 32246, Page 3074.
24. Resolution # 2020-16 for Historic Preservation as recorded in Official Records Book 32168, Page 1559.



**NATIONAL TITLE AND
ABSTRACT COMPANY**
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

UPDATED TITLE SEARCH REPORT

Search Number: 22-93381
Street Address: 73 W Flagler St
County: Miami-Dade

RIGHT-OF-WAY:

1. **Road rights-of-way on the A. L. Knowlton Map of Miami recorded on September 1, 1896, in Plat Book "B", Page 41.**

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.
2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.
3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.
4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.
5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.
2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.
3. Other: None

Exhibit C

Instrument prepared by:
Miami-Dade County Internal Services Department
Real Estate Development Division
111 NW 1 Street, 23rd Floor
Miami, Florida 33128-1907

Folio No. 01-0111-050-1060

COUNTY DEED

THIS COUNTY DEED, made this _____ day of _____, 20__ A. D. by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 NW 1 Street, Suite 17-202, Miami, Florida 33128-1963, and _____, (hereinafter "Grantee"), whose address is _____.

WITNESSETH:

(a)

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, regulation, 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 and requirements:

1. **HISTORICAL PRESERVATION ENFORCEMENT.** The Property is a designated historic site, currently under the regulatory jurisdiction of Miami-Dade County. The Grantee is hereby obligated to abide by all applicable regulations, including Chapter 16 A of the County Code, including but not limited to the ongoing preservation and affirmative maintenance of all designated structures, which in this case includes the courthouse exterior, inclusive of the terrace plaza, steps, etc., and certain portions of the interior, as may be amended from time to time.
2. **ACTIVATION OF THE SITE.** The Property shall be activated under one of two paths, as follows:
 - a. In the event the Grantee intends to make substantial improvements to the property, either through renovation or new construction, Grantee shall complete all applications necessary to procure building permits and permission to construct, from all regulatory agencies, including Miami-Dade County (not limited to its Historic Preservation Board), within two (2) years of the recording of this Deed, as evidenced by an official Notice of Commencement issued by the controlling regulatory agency(ies).
 - b. In the event the Grantee will not make substantial improvements, renovations, or new construction requiring a building permit, Grantee shall open the Property for commercial business within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy by the controlling regulatory agency. Commercial Business shall be defined as any non-residential business or commerce, whether for profit or not-for-profit, regardless of private ownership status.

Notwithstanding the foregoing restriction contained in this paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board of County Commissioners finding it necessary to extend the timeframe in which the Grantee must complete the renovations to the Property.

If Grantee fails to abide by the restrictions and requirements set forth in paragraphs 1 and 2 above, the Grantor shall have the right to seek equitable and injunctive relief, including but not limited to specific performance, to enforce the requirements of this County Deed.

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

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

By: _____
Deputy Clerk

By: _____
Oliver G. Gilbert, III, Chairman

Approved for legal sufficiency. _____
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 _____ .

EXHIBIT A
LEGAL DESCRIPTION

Miami North PB B-41 All of BLK 115-A Less W50FT FOR ST & AREA K/A E LYG E of BLK 115-A & LOTS 8 & 9 BLK 115-N