

# City of Miami

819 NW 2<sup>nd</sup> Ave  
3<sup>rd</sup> Floor  
Miami, FL 33136  
<http://miamicra.com>



## Meeting Agenda

Monday, December 16, 2019

5:00 PM

Camillus House  
1603 N.W. 7th Ave., Bldg. B  
Miami, FL 33136

## SEOPW Community Redevelopment Agency

*Keon Hardemon, Chair, District Five*  
*Alex Diaz de la Portilla, Board Member, District One*  
*Ken Russell, Board Member, District Two*  
*Joe Carollo, Board Member, District Three*  
*Manolo Reyes, Board Member, District Four*  
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**SEOPW CRA OFFICE ADDRESS:**  
819 NW 2<sup>ND</sup> AVENUE, 3<sup>RD</sup> FLOOR  
MIAMI, FL 33136  
Phone: (305) 679-6800 | Fax (305) 679-6835  
[www.miamicra.com](http://www.miamicra.com)

**CALL TO ORDER****MINUTES APPROVAL**

1. Monday, October 28, 2019

**CRA PUBLIC COMMENTS****CRA RESOLUTION****1. CRA RESOLUTION****6948**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REAL PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AND OVERTOWN ASSOCIATES, LLC; AUTHORIZING SUCH INSPECTIONS AND DUE DILIGENCE DEEMED NECESSARY BY THE EXECUTIVE DIRECTOR; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; NO BUDGETARY IMPACT.

File # 6948- Back up

**2. CRA RESOLUTION****6950**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING ADDITIONAL FUNDING TO TOWN PARK PLAZA SOUTH, INC. IN AN AMOUNT NOT TO EXCEED \$1,602,658.00 FOR THE COMPLETION OF THE AFFORDABLE HOUSING REHABILITATION PROJECT AT TOWN PARK PLAZA SOUTH; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; ALLOCATING FUNDS FROM THE SEOPW CRA BOND SERIES 2014 AND THE SEOPW CRA, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

File # 6950- Back up

**3. CRA RESOLUTION****6951**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING A GRANT TO URBAN PHILANTHROPIES, INC., IN AN AMOUNT NOT TO EXCEED \$154,000.00, TO UNDERWRITE COSTS ASSOCIATED WITH RENOVATIONS TO THE URBAN, A FOOD AND ENTERTAINMENT VENUE LOCATED AT 1000 NW 2ND AVENUE, MIAMI, FLORIDA 33136; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; FUNDING SUBJECT TO THE AVAILABILITY OF SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY FUNDS.

File # 6951- Back up

**ADJOURNMENT**

SEOPW Board of Commissioners Meeting  
December 16, 2019

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
INTER-OFFICE MEMORANDUM**

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To: Board Chair Keon Hardemon      Date: December 10, 2019    File: 6948  
and Members of the CRA Board

Subject: Resolution authorizing of the Real  
Property Exchange Agreement by the  
execution and between the SEOP

From: Cornelius Shiver  
Executive Director

Enclosures: File # 6948- Back up

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**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), pursuant to Section 163.380 of the Florida Statutes, authorizes the disposal of, or otherwise conveyance of, fourteen (14) parcels of land owned by the SEOPW CRA to Overtown Associates, LLC in exchange for four (4) parcels owned by Overtown Associates to be conveyed to the SEOPW CRA along with a one-time cash payment of \$2,591,000.00, under the Real Property Exchange Agreement (“Agreement”). The property disposition under this Agreement is in furtherance of, and in accordance with, the 2018 Southeast Overtown/Park West Community Redevelopment Plan Update (“Redevelopment Plan Update”) and the Historic Overtown Culture and Entertainment District Master Plan (“Master Plan”).

On June 27, 2019, the Board passed Resolution No. CRA-R-19-0017 accepting and adopting the Master Plan. The Master Plan is an updated version of the 1998 Historic Overtown Folklife Village Master Plan which focuses on the history and culture of the African diaspora while incorporating the Harlem Renaissance, and its historic impact on the Overtown community.

On July 30, 2019, the SEOPW CRA issued Request for Proposals 19-02 (“RFP”) for the disposition and development of the fourteen (14) parcels of land, as identified in the Agreement. On September 16, 2019, the SEOPW CRA received three (3) responses to the RFP from the following proposers: (1) Overtown Children & Youth Coalition, (2) Riprock Homes, Inc., and (3) Overtown Associates, LLC. On September 26, 2019, the SEOPW CRA held a publicly noticed selection committee meeting where the committee ranked the proposals and selected Overtown Associates, LLC as the top-ranked firm.

On October 7, 2019, the SEOPW CRA filed a Notice of Intention (“Notice”) to execute a negotiated agreement with Overtown Associates, LLC for the disposition and development of the fourteen (14) parcels of land owned by the SEOPW CRA, not less than thirty (30) days from the issuance of the Notice.

The SEOPW CRA now recommends that the Board authorize the conveyance of fourteen (14) vacant parcels of real property to Overtown Associates, LLC in exchange for the conveyance of four (4) parcels of real property, of which one parcel is a multi-unit apartment building, in addition to a one-time cash payment of \$2,591,000.00. Overtown Associates, LLC shall develop the fourteen (14) parcels in

accordance with the Redevelopment Plan Update and the Master Plan. The acceptance of three (3) of those parcels conveyed to the SEOPW CRA will provide a footprint to develop a major mixed-use affordable housing project.

The Agreement not only furthers the Master Plan, but it also embraces the original goal of economic revitalization through the development of a retail corridor with mixed-use facilities. The Agreement is in the interest of the public and in furtherance of the goals and principles of the SEOPW CRA, and significantly, will fast track the implementation and development of the Master Plan.

**JUSTIFICATION:**

Section 163.380, Florida Statutes, sets forth the requirements for the disposal of property owned by a community redevelopment agency within a community redevelopment area.

Section 163.380(1) authorizes that “any...community redevelopment agency may sell, lease, dispose of, or otherwise transfer real property .... to any private person... in accordance with the community redevelopment plan.”

Section 163.380(2) provides that “such real property...shall be sold, leased, or otherwise transferred or retained at a value determined to be in the public interest for uses in accordance with the community redevelopment plan....”

Section 163.380(2) further provides that “in determining the value of real property as being in the public interest for uses in accordance with the community redevelopment plan, the county, municipality, or community redevelopment agency shall take into account and give consideration to the long-term benefits to be achieved by the county, municipality, or community redevelopment agency resulting from incurring short-term losses or costs in the disposal of such real property.”

Section 2, Goal 5, on page 10 of the Redevelopment Plan Update lists promot[ing] and market[ing] the community as a Cultural and Entertainment Destination rich in history with a distinctive and strong sense of place that is attractive to families and individuals of all backgrounds making the SEOPW area a unique community” as a stated redevelopment goal.

Section 4, at page 43 of the Redevelopment Plan Update identifies the Overtown Culture and Entertainment District in “Project Area B” and describes in detail the development plans for the Culture and Entertainment District.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:**      **December 16, 2019**

**CRA Section:**

Approved by:

  
\_\_\_\_\_  
Cornelius Shiver, Executive Director      12/10/2019

Approval:

  
\_\_\_\_\_  
Miguel A Valentin, Finance Officer      12/10/2019



## Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 6948**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REAL PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AND OVERTOWN ASSOCIATES, LLC; AUTHORIZING SUCH INSPECTIONS AND DUE DILIGENCE DEEMED NECESSARY BY THE EXECUTIVE DIRECTOR; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; NO BUDGETARY IMPACT.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan Update (“Redevelopment Plan Update”); and

WHEREAS, Section 163.380, Florida Statutes, sets forth the requirements for the disposal of property owned by a community redevelopment agency within a community redevelopment area; and

WHEREAS, Section 163.380(1), Florida Statutes, authorizes that “any...community redevelopment agency may sell, lease, dispose of, or otherwise transfer real property .... to any private person... in accordance with the community redevelopment plan”; and

WHEREAS, Section 163.380(2), Florida Statutes, provides that “such real property...shall be sold, leased, or otherwise transferred or retained at a value determined to be in the public interest for uses in accordance with the community redevelopment plan....”; and

WHEREAS, Section 163.380(2), Florida Statutes, further provides that “in determining the value of real property as being in the public interest for uses in accordance with the community redevelopment plan, the county, municipality, or community redevelopment agency shall take into account and give consideration to the long-term benefits to be achieved by the county, municipality, or community redevelopment agency resulting from incurring short-term losses or costs in the disposal of such real property”; and

WHEREAS, Section 2, Goal 5, on page 10 of the Redevelopment Plan Update lists promot[ing] and market[ing] the community as a Cultural and Entertainment Destination rich in history with a distinctive and strong sense of place that is attractive to families and individuals of all backgrounds making the SEOPW area a unique community” as a stated redevelopment goal; and

WHEREAS, Section 4, at page 43 of the Redevelopment Plan Update identifies the Overtown Culture and Entertainment District in “Project Area B” and describes in detail the development plans for the Culture and Entertainment District; and

WHEREAS, the SEOPW CRA seeks authorization to dispose of, or otherwise convey, fourteen (14) parcels of SEOPW CRA-owned land to Overtown Associates, LLC in exchange for four (4) parcels owned by Overtown Associates, LLC to the SEOPW CRA along with a one-time cash payment of \$2,591,000.00, under the Real Property Exchange Agreement (“Agreement”). Overtown Associates, LLC shall develop the fourteen (14) parcels in accordance with the Redevelopment Plan Update and the Historic Overtown Culture and Entertainment District Master Plan (“Master Plan”); and

WHEREAS, the property disposition under this Agreement is in furtherance of, and in accordance with, the Redevelopment Plan Update and the Master Plan.

WHEREAS, on June 27, 2019, the Board passed Resolution No. CRA-R-19-0017 accepting and adopting the Master Plan. The Master Plan is an updated version of the 1998 Historic Overtown Folklife Village Master Plan which focuses on the history and culture of the African diaspora while incorporating the Harlem Renaissance, and its historic impact on the Overtown community; and

WHEREAS, on July 30, 2019, the SEOPW CRA issued Request for Proposals 19-02 (“RFP”) for the disposition and development of the fourteen (14) parcels of land, as identified in the Agreement; and

WHEREAS, on September 16, 2019, the SEOPW CRA received three (3) responses to the RFP from the following proposers: (1) Overtown Children & Youth Coalition, (2) Riprock Homes, Inc., and (3) Overtown Associates, LLC; and

WHEREAS, on September 26, 2019, the SEOPW CRA held a publicly noticed selection committee meeting where the committee ranked the proposals and selected Overtown Associates, LLC as the top-ranked firm; and

WHEREAS, on October 7, 2019, the SEOPW CRA filed a Notice of Intention (“Notice”) to execute a negotiated agreement with Overtown Associates, LLC for the disposition and development of the fourteen (14) parcels of land owned by the SEOPW CRA, not less than thirty (30) days from the issuance of the Notice; and

WHEREAS, the SEOPW CRA now recommends that the Board authorize the conveyance of fourteen (14) vacant parcels of real property to Overtown Associates, LLC in exchange for the conveyance of four (4) parcels of real property, of which one parcel is a multi-unit apartment building, in addition to a one-time cash payment of \$2,591,000.00. Overtown Associates, LLC shall develop the fourteen (14) parcels in accordance with the Redevelopment Plan Update and the Master Plan. The acceptance of three (3) of those parcels conveyed to the SEOPW CRA will provide a footprint to develop a major mixed-use affordable housing project; and

WHEREAS, the Agreement not only furthers the Master Plan, but it also embraces the original goal of economic revitalization through the development of a retail corridor with mixed-use facilities. The Agreement is in the interest of the public and in furtherance of the goals and principles of the SEOPW CRA, and significantly, will fast track the implementation and development of the Master Plan; and

WHEREAS, the Board of Commissioners wishes to authorize the disposal of, or otherwise conveyance of, fourteen (14) parcels of SEOPW CRA-owned land to Overtown Associates, LLC in exchange for four (4) parcels owned by Overtown Associates, LLC to the SEOPW CRA along with a one-time cash payment of \$2,591,000.00, under the Agreement; and



WHEREAS, the Board of Commissioners finds that this Resolution furthers the SEOPW CRA's redevelopment goals and objectives set forth in the Redevelopment Plan Update.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes the disposal of, or otherwise conveyance of, fourteen (14) parcels of land owned by the Southeast Overtown/Park West Community Redevelopment Agency to Overtown Associates, LLC in exchange for four (4) parcels owned by Overtown Associates, LLC to the Southeast Overtown/Park West Community Redevelopment Agency with a one-time cash payment of \$2,591,000.00, under the Real Property Exchange Agreement.

Section 3. Overtown Associates, LLC shall develop the fourteen (14) parcels of land owned by the Southeast Overtown/Park West Community Redevelopment Agency in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan Update and the Historic Overtown Culture and Entertainment District Master Plan.

Section 4. The Executive Director is authorized to perform such inspections and due diligence as deemed necessary for said purpose.

Section 5. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 6. No Budgetary Impact.

Section 7. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Cornelius Shiver, Executive Director 12/10/2019

Select Year:  

## The 2019 Florida Statutes

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<u>Title XI</u>	<u>Chapter 163</u>	<u>View Entire</u>
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	INTERGOVERNMENTAL PROGRAMS	<u>Chapter</u>

**163.380 Disposal of property in community redevelopment area.**—The disposal of property in a community redevelopment area which is acquired by eminent domain is subject to the limitations set forth in s. [73.013](#).

(1) Any county, municipality, or community redevelopment agency may sell, lease, dispose of, or otherwise transfer real property or any interest therein acquired by it for community redevelopment in a community redevelopment area to any private person, or may retain such property for public use, and may enter into contracts with respect thereto for residential, recreational, commercial, industrial, educational, or other uses, in accordance with the community redevelopment plan, subject to such covenants, conditions, and restrictions, including covenants running with the land, as it deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this part. However, such sale, lease, other transfer, or retention, and any agreement relating thereto, may be made only after the approval of the community redevelopment plan by the governing body. The purchasers or lessees and their successors and assigns shall be obligated to devote such real property only to the uses specified in the community redevelopment plan and may be obligated to comply with such other requirements as the county, municipality, or community redevelopment agency may determine to be in the public interest, including the obligation to begin any improvements on such real property required by the community redevelopment plan within a reasonable time.

(2) Such real property or interest shall be sold, leased, otherwise transferred, or retained at a value determined to be in the public interest for uses in accordance with the community redevelopment plan and in accordance with such reasonable disposal procedures as any county, municipality, or community redevelopment agency may prescribe. In determining the value of real property as being in the public interest for uses in accordance with the community redevelopment plan, the county, municipality, or community redevelopment agency shall take into account and give consideration to the long-term benefits to be achieved by the county, municipality, or community redevelopment agency resulting from incurring short-term losses or costs in the disposal of such real property; the uses provided in such plan; the restrictions upon, and the covenants, conditions, and obligations assumed by, the purchaser or lessee or by the county, municipality, or community redevelopment agency retaining the property; and the objectives of such plan for the prevention of the recurrence of slum or blighted areas. In the event the value of such real property being disposed of is for less than the fair value, such disposition shall require the approval of the governing body, which approval may only be given following a duly noticed public hearing. The county, municipality, or community redevelopment agency may provide in any instrument of conveyance to a private purchaser or lessee that such purchaser or lessee is without power to sell, lease, or otherwise transfer the real property without the prior written consent of the county, municipality, or community redevelopment agency until the purchaser or lessee has completed the construction of any or all improvements which he or she has obligated himself or herself to construct thereon. Real property acquired by the county, municipality, or community redevelopment agency which, in accordance with the provisions of the community redevelopment plan, is to be transferred shall be transferred as rapidly as feasible in the public interest, consistent with the carrying out of the provisions of the community redevelopment plan. Any contract for such transfer and the community redevelopment plan, or such part or parts of such contract or plan as the county, municipality, or community redevelopment agency may determine, may be recorded in the land records of the clerk of the circuit court in such manner as to afford actual or constructive notice thereof.

(3)(a) Prior to disposition of any real property or interest therein in a community redevelopment area, any county, municipality, or community redevelopment agency shall give public notice of such disposition by publication in a newspaper having a general circulation in the community, at least 30 days prior to the execution of any contract to sell, lease, or otherwise transfer real property and, prior to the delivery of any instrument of conveyance with respect thereto under the provisions of this section, invite proposals from, and make all pertinent information available to, private redevelopers or any persons interested in undertaking to redevelop or rehabilitate a community redevelopment area or any part thereof. Such notice shall identify the area or portion thereof and shall state that proposals must be made by those interested within 30 days after the date of publication of the notice and that such further information as is available may be obtained at such office as is designated in the notice. The county, municipality, or community redevelopment agency shall consider all such redevelopment or rehabilitation proposals and the financial and legal ability of the persons making such proposals to carry them out; and the county, municipality, or community redevelopment agency may negotiate with any persons for proposals for the purchase, lease, or other transfer of any real property acquired by it in the community redevelopment area. The county, municipality, or community redevelopment agency may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of this part. Except in the case of a governing body acting as the agency, as provided in s. 163.357, a notification of intention to accept such proposal must be filed with the governing body not less than 30 days prior to any such acceptance. Thereafter, the county, municipality, or community redevelopment agency may execute such contract in accordance with the provisions of subsection (1) and deliver deeds, leases, and other instruments and take all steps necessary to effectuate such contract.

(b) Any county, municipality, or community redevelopment agency that, pursuant to the provisions of this section, has disposed of a real property project with a land area in excess of 20 acres may acquire an expanded area that is immediately adjacent to the original project and less than 35 percent of the land area of the original project, by purchase as provided in this chapter, and negotiate a disposition of such expanded area directly with the person who acquired the original project without complying with the disposition procedures established in paragraph (a), provided the county, municipality, or community redevelopment agency adopts a resolution making the following findings:

1. It is in the public interest to expand such real property project to an immediately adjacent area.
2. The expanded area is less than 35 percent of the land area of the original project.
3. The expanded area is entirely within the boundary of the community redevelopment area.

(4) Any county, municipality, or community redevelopment agency may temporarily operate and maintain real property acquired by it in a community redevelopment area for or in connection with a community redevelopment plan pending the disposition of the property as authorized in this part, without regard to the provisions of subsection (1), for such uses and purposes as may be deemed desirable, even though not in conformity with the community redevelopment plan.

(5) If any conflict exists between the provisions of this section and s. 159.61, the provisions of this section govern and supersede those of s. 159.61.

(6) Notwithstanding any provision of this section, if a community redevelopment area is established by the governing body for the redevelopment of property located on a closed military base within the governing body's boundaries, the procedures for disposition of real property within that community redevelopment area shall be prescribed by the governing body, and compliance with the other provisions of this section shall not be required prior to the disposal of real property.

**History.**—s. 11, ch. 69-305; s. 9, ch. 77-391; s. 13, ch. 84-356; s. 1, ch. 92-162; s. 906, ch. 95-147; s. 1, ch. 96-254; s. 9, ch. 98-314; s. 12, ch. 2006-11.

KEON HARDEMON  
Board Chair



CORNELIUS SHIVER  
Executive Director

## PUBLIC NOTICE RFP 19-02

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY

### REQUEST FOR PROPOSALS FOR THE DISPOSITION OF REAL PROPERTY WITHIN THE HISTORIC OVERTOWN CULTURE AND ENTERTAINMENT DISTRICT

The Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), pursuant to Florida Statute 163.380, is declaring its intent to dispose of its interest in 13 vacant parcels of property owned by the SEOPW CRA and identified in Exhibit "A" of the Request for Proposals ("RFP"). The 13 parcels are located within the Study Area of the Historic Overtown Culture and Entertainment District Master Plan, as depicted in Exhibit "B" of the RFP. The SEOPW CRA may sell, lease, or otherwise transfer the 13 parcels for uses in accordance with the 2018 SEOPW CRA Redevelopment Plan Update ("Redevelopment Plan"). As such, the SEOPW CRA is inviting proposals from private developers or any persons interested in undertaking the development of the aforementioned parcels in accordance with the Redevelopment Plan and the Historic Overtown Culture and Entertainment District Master Plan ("Master Plan").

The Redevelopment Plan and the Master Plan may be obtained from the SEOPW CRA office, 819 NW 2nd Ave, 3rd Floor, Miami, Florida 33136, or from the SEOPW CRA webpage: <http://www.miamicra.com/seopwcra/pages/default.html>.

RFP documents may be obtained on or after **Tuesday, July 30, 2019**, from the SEOPW CRA office, 819 NW 2nd Ave, 3rd Floor, Miami, Florida 33136, or from the SEOPW CRA webpage: <http://www.miamicra.com/seopwcra/pages/procurement.html>.

**Completed Responses must be delivered** to the City of Miami - City Clerk's Office, 3500 Pan American Drive, Miami, Florida 33133 **no later than Thursday, August 29, 2019 at 11:00am**. Any Responses received after the above date and time or delivered to a different address or location will not be considered.

The SEOPW CRA reserves the right to accept any Responses deemed to be in the best interest of the SEOPW CRA, to waive any minor irregularities, omissions, and/or technicalities in any Responses, or to reject any or all Responses and to re-advertise for new Responses as deemed necessary by the SEOPW CRA without notice.

For more information please contact the SEOPW CRA office at (305) 679-6800.

KEON HARDEMON  
Board Chair



CORNELIUS SHIVER  
Executive Director

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY**

**NOTICE OF SELECTION COMMITTEE MEETING  
TO EVALUATE AND RANK RESPONSES TO RFP 19-02**

**PLEASE ALL TAKE NOTICE** that a meeting of the selection committee formed to evaluate and rank responses to RFP 19-02 will be held on **Thursday, September 26, 2019 at 12:00 p.m.** at the office of the Southeast Overtown/Park West Community Redevelopment Agency (“CRA”), 819 NW 2nd Avenue, 3rd Floor Conference Room, Miami, Florida 33136.

The purpose of this meeting is for the selection committee to evaluate and rank responses to RFP 19-02. RFP 19-02 invited proposals from any and all persons interested in undertaking the disposition and development of 14 CRA-owned, vacant parcels of land. All interested persons are welcome to attend, but will not be allowed to participate in the evaluation and ranking process.

For more information please contact the CRA office at (305) 679-6800.

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI  
819 NW 2<sup>nd</sup> Ave., 3<sup>rd</sup> floor | Miami, FL 33136  
Tel (305) 679-6800 | Fax (305) 679-6835 | <http://www.miamicra.com/seopwera>



KEON HARDEMON  
Board Chair



CORNELIUS SHIVER  
Executive Director

**Date:** October 7, 2019

**To:** City of Miami Commissioners  
in its capacity as Governing Board of the  
Southeast Overtown/Park West  
Community Redevelopment Agency

Todd Hannon  
City Clerk  
3500 Pan American Drive  
Miami, Florida 33133

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**NOTICE OF INTENTION TO EXECUTE AN AGREEMENT FOR THE DISPOSITION OF  
REAL PROPERTY LOCATED IN THE SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AREA**

Pursuant to Fla. Stat. 163.380, please be advised that the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") hereby files this Notice of Intention to execute an agreement with Overtown Associates, LLC for the disposition and development of fourteen (14) parcels of land owned by the SEOPW CRA.

On July 30, 2019, the SEOPW CRA issued Request for Proposals ("RFP") 19-02 for the disposition and development of vacant real property owned by the SEOPW CRA and located within the Historic Overtown Culture and Entertainment District. On September 16, 2019, the CRA received three (3) responses to the RFP. On September 26, 2019, a publicly noticed selection committee meeting was held where the selection committee ranked the proposals and selected Overtown Associates, LLC as the top-ranked firm.

Pursuant to Fla. Stat. 163.380(3)(a), not less than thirty (30) days from this notification, the SEOPW CRA intends to execute a development agreement with Overtown Associates, LLC for the disposition of the fourteen (14) properties, after which time, said agreement will be presented at the upcoming SEOPW CRA board meeting.

**Cornelius Shiver | Executive Director**

SEOPW Community Redevelopment Agency  
819 NW 2<sup>nd</sup> Ave., 3<sup>rd</sup> floor, Miami, FL 33136  
Phone: (305) 679-6800 | Fax: (305) 679-6835

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI  
819 NW 2<sup>nd</sup> Ave., 3<sup>rd</sup> floor | Miami, FL 33136  
Tel (305) 679-6800 | Fax (305) 679-6835 | <http://www.miamicra.com/seopwera>

**REAL PROPERTY EXCHANGE AGREEMENT**

**BY AND BETWEEN**

**216 NW 9TH STREET HOLDINGS, LLC, 155 NW 10TH STREET, LLC, LION 1034, LLC,  
LION 12TH & 3RD, LLC, and OVERTOWN ASSOCIATES, LLC**

**AND**

**SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY**

**Dated December \_\_, 2019**

**Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the**

## REAL PROPERTY EXCHANGE AGREEMENT

**THIS REAL PROPERTY EXCHANGE AGREEMENT** (this “Agreement”) is made and entered into as of December the\_, 2019 by and between **216 NW 9TH STREET HOLDINGS, LLC**, a Florida limited liability company (“Holdings”) **155 NW 10TH STREET, LLC**, a Florida limited liability company (“10TH Street”), **LION 1034, LLC**, a Florida limited liability company (“1034”) and **LION 12TH & 3RD, LLC**, a Florida limited liability company, and **Overtown Associates, LLC**, a Florida limited liability company (“Overtown Associates”); (“Lion”; together with Holdings, 10TH Street, NW 2ND, 1034, and Overtown Associates collectively, “Simkins”) and the **SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY**, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (“CRA”). CRA and Simkins are sometimes referred to herein individually as a “Party”, and collectively as the “Parties”.

### RECITALS-

A. Pursuant to Section 163.380 of the Florida Statutes, on July 30, 2019, the CRA Issued Request for Proposals 19-02 (“RFP”) for the disposition and development of fourteen (14) parcels of land owned by the CRA.

B. On September 16, 2019, the CRA received three (3) responses to the RFP and on September 26, 2019, the CRA held a publicly noticed selection committee meeting where the committee ranked the proposals and selected Overtown Associates as the top-ranked firm.

C. This Agreement conveys the fourteen (14) parcels of land owned by the CRA to Overtown Associates in exchange for four (4) parcels of land owned by Overtown Associates to be conveyed to the CRA along with a one-time cash payment of \$2,591,000.00.

D. This Agreement is in furtherance of, and in accordance with, the 2018 Southeast Overtown/Park West Community Redevelopment Plan Update (the “Redevelopment Plan”) and the Historic Overtown Culture and Entertainment District Master Plan (the “Master Plan”).

E. The CRA board has accepted and adopted the Master Plan, dated May 30, 2019, prepared by Perkins + Will to facilitate the redevelopment of a portion of the redevelopment area, the CRA (the “Redevelopment Area”).

F. Holdings is the owner of fee simple title to the real property located at 216 NW 9th Street described on Exhibit “A-1” attached hereto and made a part hereof (the “Holdings Land”).

G. Lion is the owner of fee simple title to the real properties located at 234 NW 12th Street, and 242 NW 12th Street described on Exhibit “A-2” attached hereto and made a part hereof (the “Lion Land”).

H. 10TH Street is the owner of fee simple title to the real property located at 155 NW 10th Street described on Exhibit “A-3” attached hereto and made a part hereof (the “10TH Street Land”).

I. Overtown Associates is the owner fee simple title to real property located proximate to the CRA Land within the Redevelopment Area (as both terms are hereinafter defined) and the intended recipient of the fee simple title to the CRA Land contemplated to be exchanged with Simkins pursuant to this Agreement.

J. The CRA is the owner of fee simple title to the 14 real properties described on Exhibit “B” attached hereto and made a part hereof (the “CRA Land”).



K. The CRA board has accepted and adopted the Master Plan, dated May 30, 2019, prepared by Perkins + Will to facilitate the redevelopment of a portion of the redevelopment area, the CRA (the “Redevelopment Area”).

L. Based upon an evaluation of all proposals submitted in response to the RFP appointed by the executive director of the CRA (the “Executive Director”) the proposal of Overtown Associates was the highest ranked proposal and pursuant to Resolution CRA-R-19-\_\_\_\_ the Board of Commissioners of the CRA (the “CRA Board”) authorized the Executive Director to negotiate a property exchange agreement between the CRA and Simkins with respect to the CRA Land and the Simkins Land.

M. Based upon subsequent negotiations between the Executive Director and Simkins and following its compliance with all of the notice requirements set forth in s. 163.380, Fla. Stat., the Executive Director presented this Agreement to the CRA Board for consideration and pursuant to CRA Resolution CRA-R-19-\_\_\_\_ the CRA Board authorized the CRA to enter into this Agreement.

N. The CRA desires to exchange the CRA Property for the Simkins Property subject to the terms and provisions of this Agreement, including that the Simkins Project is developed substantially in accordance with Exhibit “U”.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals Incorporated.** The Recitals to this Agreement are true and correct and are incorporated herein by reference.

2. **Exchange Agreement: Realty.**

(a) In accordance with and subject to the terms and conditions set forth herein, Simkins agrees to convey, at Closing, to CRA all of Simkins’ right, title and interest in and to the following (collectively, the “Simkins Property”), as identified in Exhibits “A-1”, “A-2”, “A-3”, and “A-4”.

(i) Fee Simple title to the Simkins Land;

(ii) Any and all easements, privileges, riparian and other water rights, and all appurtenances pertaining to or accruing to the benefit of the Simkins Land and the Simkins Improvements (as hereinafter defined);

(iii) Any and all buildings, structures, fixtures, facilities, installations and all other improvements of every kind and description in, on, over and under the Simkins Land, including, but not limited to, any and all plumbing, air conditioning, heating, ventilating, mechanical, electrical and other utility systems, parking lots and facilities, landscaping, sidewalks, signs, light fixtures and security devices (collectively, the “Simkins Improvements”);

(iv) Any and all furniture, inventory, equipment, machinery, appliances and other items of tangible and intangible personal property, if any, affixed or attached to or used in connection with the ownership, operation, maintenance or management of the Simkins Land and/or the Simkins Improvements thereon (collectively, the “Simkins Personal Property”);

(v) Any and all lease agreements affecting the Simkins Land and/or the Simkins Improvements (collectively, the “Simkins Leases”), together with all guaranties and security deposits delivered and/or paid under the Simkins Leases;

(vi) Subject to Section 9.5 below, any and all service, supply, security, maintenance, advertising and other agreements related to the ownership, operation, or maintenance of the Simkins Land and/or the Simkins Improvements (collectively, the “Simkins Service Contracts”);

(vii) Any and all approvals, development rights, development agreements, permits, licenses, zoning and permit applications and approvals, variances, applications, authorizations, plans, drawings, specifications, surveys, reports, warranties, guarantees and any and all other general intangible rights relating to the Simkins Land and/or the Simkins Improvements (collectively, the “Simkins Intangible Property”); and

(viii) All words, phrases, symbols, designs, goodwill, names and trade names, trademarks, service marks, logos, domain names, web sites, phone numbers, post office boxes and other similar proprietary rights (and all registrations or applications for registration of such rights and all licenses and license agreements related to such rights) used by Simkins in connection with the ownership, operation, maintenance and management of the Simkins Land and/or the Simkins Improvements (collectively, the “Simkins Intellectual Property”).

(b) In accordance with and subject to the terms and conditions set forth herein, CRA agrees to convey, at Closing, to Overtown Associates all of the CRA’s right, title and interest, if any, in and to the following (collectively, the “CRA Property”) as identified in Exhibit “B”.

(i) Fee simple title to the CRA Land;

(ii) Any and all easements, privileges, riparian and other water rights, and all appurtenances pertaining to or accruing to the benefit of the CRA Land; and the CRA Improvements (as hereinafter defined);

(iii) Any and all buildings, structures, fixtures, facilities, installations and all other improvements of every kind and description in, on, over and under the CRA Land, if any, including, but not limited to, any and all plumbing, air conditioning, heating, ventilating, mechanical, electrical and other utility systems, parking lots and facilities, landscaping, sidewalks, signs, light fixtures and security devices (collectively, the “CRA Improvements”);

(iv) Any and all furniture, inventory, equipment, machinery, appliances and other items of tangible and intangible personal property, if any, affixed or attached to or used in connection with the ownership, operation, maintenance or management of the CRA Land and/or the CRA Improvements, if any, (collectively, the “CRA Personal Property”);

(v) Any and all lease agreements affecting the CRA Land and/or the CRA Improvements, if any, (collectively, the “CRA Leases”), together with all guaranties and security deposits delivered and/or paid under CRA Leases;

(vi) Subject to Section 11.5 below, any and all service, supply, security, maintenance, advertising and other agreements related to the ownership, operation, maintenance or management of the CRA Land and/or the CRA Improvements (collectively, the “CRA Service Contracts”);

(vii) Any and all approvals, development rights, development agreements, permits, licenses, zoning and permit applications and approvals, variances, applications, authorizations, plans, drawings, specifications, surveys, reports, warranties, guarantees and any and all other general intangible rights relating to the CRA Land and/or the CRA Improvements, if any, (collectively, the “CRA Intangible Property”); and

### 3. **Consideration for the Property Exchange.**

(a) Based upon appraisals received by the CRA, the Parties estimate the value of the CRA Property to be Five Million One Hundred Ninety Thousand and No/100 Dollars (\$5,190,000.00) (the "CRA Property Value").

(b) Based upon appraisals received by the CRA, the Parties estimate the value of the Simkins Property to be Two Million Five Hundred Ninety-Nine Thousand and No/100 Dollars (\$2,599,000.00) (the "Simkins Property Value").

(c) The Parties agree that the property value of each parcel comprising the CRA Property Value is set forth on **Exhibit "C"** attached hereto and the property value of each parcel comprising the Simkins Property Value is set forth on **Exhibit "D"** attached hereto. Upon the closing of this transaction Simkins shall pay to the CRA Two Million Five Hundred Ninety-One Thousand and No/100 Dollars (\$2,591,000.00) (the "Exchange Purchase Price"), representing the amount by which the CRA Property Value exceeds the Simkins Property Value, which Exchange Purchase Price shall be paid in immediately available funds, at Closing, subject to adjustments and prorations as hereinafter provided.

### 4. **Due Diligence Period: Inspections.**

4.1 **Inspections.** Simkins shall have until 5 p.m. on the thirtieth (30th) day after the Effective Date, as hereinafter defined, (the "Due Diligence Period") to perform, at the Simkins' sole cost and expense, such investigations inspections and evaluations of the CRA Property as Simkins, in Simkins' sole and absolute discretion deems appropriate, including, without limitation, soil tests, zoning investigations, development capacity confirmation of utility availability and environmental assessments (collectively the "Inspections") to determine whether the CRA Property is acceptable to Simkins, in its sole discretion. Prior to performing any on-site Inspections, Simkins shall provide at least one (1) business day's prior written notice to the Executive Director of the CRA (the "Executive Director") (which may be delivered by email) at 819 NW Second Avenue, Third Floor, Miami, Florida 33136, email: cshiver@miamigov.com (or such other CRA representatives as designated by the Executive Director), which written notice shall provide reasonable detail regarding the type and scope of Inspection(s) to be performed and the scheduled date and time for such Inspection(s) and provide the Executive Director the opportunity to have a representative from the CRA present at any such Inspection(s).

4.2 **Restoration.** Following any such Inspections, Simkins shall promptly restore the CRA Property to the condition existing immediately prior to such Inspections. The Inspections shall be conducted in accordance with all applicable laws and by insured professionals, and Simkins shall cause its inspectors to obtain, at Simkins' sole cost and expense, any and all licenses and permits required to conduct the Inspections, as applicable.

4.3 **Disclosure.** Simkins agrees that in the event the need arises to notify, under applicable laws, any federal, state or local public agencies of any conditions at the CRA Property as a result of the Inspections performed by Simkins, its agents, employees, contractors and/or representatives, Simkins shall provide the Executive Director with copies of any pertinent reports, written material or other evidence of the condition requiring such disclosure, if any. Any required disclosures shall be made directly by the CRA, and not Simkins, to any such public agencies, unless Simkins is required to make such disclosures by applicable law, and the CRA fails to timely make such disclosures.

4.4 **Indemnification.** Simkins shall assume all risks associated with the Inspections and agrees to indemnify, defend and hold harmless the CRA of, from and against any and all costs, losses, claims, damages, liabilities, expenses and other obligations (including, without limitation reasonable attorney's fees and court costs) arising from, out of or in connection with or otherwise relating to the Inspections, including, without limitation, the entry by any one or more of the Simkins' agents, employees, contractors and other representatives in or upon the CRA Property for the purpose of the Inspections,

provided, however, that Simkins' indemnification and hold harmless obligations under this Section 4.4 shall not apply to the mere discovery of a pre-existing environmental or physical condition of the CRA Property except to (a) the extent of any negligent or willful exacerbation caused by Simkins (or its agents, employees, contractors and other representatives), or (b) any gross negligence or willful misconduct of the CRA. The foregoing indemnification obligations of Simkins shall survive the termination of this Agreement.

4.5 **Insurance.** Simkins shall, prior to entering the CRA Property and performing any Inspections, provide to the CRA evidence of insurance by Simkins and its contractor(s), agent(s) or representative(s), as applicable, in a form reasonably acceptable to the CRA, insuring against any liability by any one or more of Simkins, its agents, employees, contractors or other representatives arising from, out of or in connection with or otherwise relating to the entry by any one or more of Simkins, its agents, employees, contractors or other representatives in or upon the CRA Property for the purpose of the Inspections. Simkins shall provide the CRA with a certificate of insurance from Simkins and its contractor(s), agent(s) or representative(s), as applicable, evidencing such insurance coverage, naming the CRA as an additional insured thereon and which insurance coverage shall be kept in force until the termination of this Agreement.

4.6 **Acceptance of Property.** If for any reason whatsoever Simkins, in its sole discretion, determines during the Due Diligence Period that it does not wish to proceed with the transaction contemplated by this Agreement, Simkins shall have the absolute right to terminate this Agreement by giving written notice of such termination to the CRA prior to the expiration of the Due Diligence Period. Upon the CRA's receipt of such notice prior to the end of the Due Diligence Period, this Agreement shall be deemed terminated and of no further force and effect and the parties shall be released and relieved from any liability or obligations hereunder, except for those obligations which expressly survive the termination of this Agreement. If Simkins does not terminate this Agreement prior to the expiration of the Due Diligence Period, then it shall be presumed conclusively that Simkins has had adequate opportunity to review and inspect all portions of the CRA Property, including, without limitation, the environmental condition of the CRA Property, and Simkins has determined that the condition of all portions of the CRA Property are satisfactory to Simkins and Simkins has accepted every portion of the CRA Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition.

4.7 **No Lien.** Simkins shall not create or permit to be created any mechanic's liens upon the CRA Property, or any part thereof, as a result of the Inspections. If any lien shall at any time be filed against the CRA Property, or any part thereof in connection with the Inspections, Simkins shall cause same to be discharged or transferred to bond in accordance with applicable laws within thirty (30) days after Simkins first becomes aware that such lien has been recorded against the CRA Property. This provision shall survive the termination of this Agreement.

4.8 **CRA Deliveries.** Prior to the date of this Agreement, the CRA has provided to Simkins copies of all surveys, reports, data, information and environmental studies which the CRA has been able to locate with respect to the CRA Property, copies of the CRA Leases, and the CRA Service Contracts (collectively the "CRA Deliveries"). Any reliance upon the CRA Deliveries is at the sole risk of Simkins and except as provided in Section 10 of this Agreement the CRA makes no representations or warranties, express or implied, with respect to the accuracy or completeness of the CRA Deliveries, and any reliance upon same is at the sole risk of Simkins.

4.9 **Disclaimer of Representations by CRA.** Simkins hereby expressly acknowledges and agrees that, except as specifically provided in this Agreement:

4.9.1 The CRA makes and has made no warranty or representation whatsoever as to the condition or suitability of the CRA Property.

4.9.2 The CRA makes and has made no warranty, express or implied, with regard to the accuracy or completeness of any information furnished to Simkins, and the CRA shall not be bound by any statement of any broker, employee, agent or other representative of the CRA.

4.9.3 The CRA has made no representations, warranties or promises to Simkins not explicitly set forth in this Agreement.

4.9.4 The CRA has made no representations or warranties, express or implied, with regard to the neighborhood, that the Redevelopment Area will be developed, or as to the precise type or quality of improvements that will be constructed within the Redevelopment Area or the timing thereof.

4.9.5 The CRA makes and has made no representation or warranty, express or implied, concerning any portion of the CRA Property, its condition or other things or matters directly or indirectly relating thereto or hereto, including, without limitation, no warranty as to merchantability or fitness for any particular purpose or relating to the absence of latent or other defects.

4.10 **Removal of Slum and Blight.** Simkins specifically acknowledges that the transaction contemplated by this Agreement and the time frame for performance by Simkins under this Agreement is not contingent upon the redevelopment of the Redevelopment Area, the removal of slum or blight from the Redevelopment Area, the reduction of crime in the Redevelopment Area or the status of any other projects in the Redevelopment Area.

4.11 **Copies of Reports.** In the event that this Agreement is terminated Simkins shall provide the CRA with copies of any third-party reports prepared for Simkins regarding solely the physical condition of the CRA Property within ten (10) days of the termination of this Agreement. Any reliance by the CRA upon any other third-party reports prepared for Simkins and delivered to the CRA pursuant to this Section 4.11 is at the sole risk of the CRA. This provision shall survive termination of this Agreement.

4.12 **“AS IS”** Simkins does hereby acknowledge, represent, warrant and agree, to and with CRA, that, (i) Simkins is acquiring the CRA Property in an “AS IS, WHERE IS, AND WITH ALL FAULTS” condition with respect to any facts, circumstances, conditions and defects of all kinds; (ii) CRA has no obligation to repair or correct any such facts, circumstances, conditions or defects or compensate Simkins for same; (iii) Simkins is and will be relying strictly and solely upon the advice and counsel of its own agents and representatives and such physical inspections, examinations and tests of the CRA Property as Simkins deems necessary or appropriate under the circumstances; (iv) Simkins has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigations as the Simkins deems necessary, desirable or appropriate with respect to the CRA Property; (v) that except as set forth in Section 10 of this Agreement, the CRA is not making and has not made any warranty or representation, express or implied, with respect to the physical condition and other conditions of the CRA Property and the neighborhood as an inducement to Simkins to enter into this Agreement, or for any other purpose; and (vi) by reason of all of the foregoing, from and after the Closing Date, as hereinafter defined, Simkins shall assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the physical and other conditions of the CRA Property, regardless of whether the same is capable of being observed or ascertained.

4.13 **Implied Warranties.** THE CRA HAS NOT, DOES NOT AND WILL NOT, WITH RESPECT TO THE CRA PROPERTY, MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION OR MERCHANTABILITY, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR OPERATING POTENTIAL OF THE CRA PROPERTY.



4.14 **Release.** Simkins hereby releases the CRA from any liability, claims, damages, penalties, costs, fees, charges, losses, causes of action, demands, expenses of any kind or nature or any other claim it has or may have against the CRA resulting from the presence, removal or other remediation of “Hazardous Materials” (as hereinafter defined) on or under the CRA Property or which has migrated from adjacent lands to the CRA Property. The term “Hazardous Materials” shall mean asbestos, any petroleum fuel and any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state where the Property is located or the United States Government, including, but not limited to, any material or substance defined as a “hazardous waste,” “extremely hazardous waste,” “restricted hazardous waste,” “hazardous substance,” “hazardous material” or “toxic pollutant” under state law and/or under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.

4.15 The provisions of this Section 4 shall survive the termination of this Agreement and shall survive the closing and the delivery of the CRA Deed, as hereinafter defined.

## 5. **Due Diligence Period: Inspections by CRA.**

5.1 **Inspections.** The CRA shall have until the end of the Due Diligence Period to perform, at the CRA’s sole cost and expense, such investigations inspections and evaluations of the Simkins Property as the CRA, in the CRA’s sole and absolute discretion deems appropriate, including, without limitation, soil tests, zoning investigations, development capacity confirmation of utility availability and environmental assessments (collectively the “**CRA Inspections**”) to determine whether the Simkins Property is acceptable to the CRA, in its sole discretion. Prior to performing any on-site CRA Inspections, the CRA shall provide at least one (1) business day’s prior written notice to Simkins (which may be delivered by email) at mrsimkins@simkinsindustries.com (or such other Simkins representatives as designated by Simkins), which written notice shall provide reasonable detail regarding the type and scope of CRA Inspection(s) to be performed and the scheduled date and time for such CRA Inspection(s) and provide Simkins the opportunity to have a representative from Simkins present at any such CRA Inspection(s).

5.2 **Restoration.** Following any such CRA Inspections, the CRA shall promptly restore the Simkins Property to the condition existing immediately prior to such CRA Inspections. The CRA Inspections shall be conducted in accordance with all applicable laws and by insured professionals, and the CRA shall cause its inspectors to obtain, at the CRA’s sole cost and expense, any and all licenses and permits required to conduct the CRA Inspections, as applicable.

5.3 **Disclosure.** The CRA agrees that in the event the need arises to notify, under applicable laws, any federal, state or local public agencies of any conditions at the Simkins Property as a result of the CRA Inspections performed by the CRA, its agents, employees, contractors and/or representatives, the CRA shall provide Simkins with copies of any pertinent reports, written material or other evidence of the condition requiring such disclosure, if any. Any required disclosures shall be made directly by Simkins, and not the CRA, to any such public agencies, unless the CRA is required to make such disclosures by applicable law, and Simkins fails to timely make such disclosures.

5.4 **Insurance.** The CRA shall, prior to entering Simkins Property and performing any CRA Inspections, provide to Simkins evidence of insurance by the CRA and its contractor(s), agent(s) or representative(s), as applicable, in a form reasonably acceptable to Simkins, insuring against any liability by any one or more of the CRA, its agents, employees, contractors or other representatives

arising from, out of or in connection with or otherwise relating to the entry by any one or more of the CRA, its agents, employees, contractors or other representatives in or upon the Simkins Property for the purpose of the CRA Inspections. The CRA shall provide Simkins with a certificate of insurance from the CRA and its contractor(s), agent(s) or representative(s), as applicable, evidencing such insurance coverage, naming Simkins as an additional insured thereon and which insurance coverage shall be kept in force until the termination of this Agreement.

5.5 **Acceptance of Property**. If for any reason whatsoever the CRA, in its sole discretion, determines during the Due Diligence Period that it does not wish to proceed with the transaction contemplated by this Agreement, the CRA shall have the absolute right to terminate this Agreement by giving written notice of such termination to Simkins prior to the expiration of the Due Diligence Period. Upon Simkins receipt of such notice prior to the end of the Due Diligence Period, this Agreement shall be deemed terminated and of no further force and effect and the parties shall be released and relieved from any liability or obligations hereunder, except for those obligations which expressly survive the termination of this Agreement. If the CRA does not terminate this Agreement prior to the expiration of the Due Diligence Period, then it shall be presumed conclusively that the CRA has had adequate opportunity to review and inspect all portions of the Simkins Property, including, without limitation, the environmental condition of the Simkins Property, and the CRA has determined that the condition of all portions of the Simkins Property are satisfactory to the CRA and the CRA has accepted every portion of the Simkins Property in its “AS IS, WHERE IS, WITH ALL FAULTS” condition.

5.6 **No Lien**. The CRA shall not create or permit to be created any mechanic’s liens upon the Simkins Property, or any part thereof, as a result of the CRA Inspections. If any lien shall at any time be filed against the Simkins Property, or any part thereof in connection with the CRA Inspections, the CRA shall cause same to be discharged or transferred to bond in accordance with applicable laws within thirty (30) days after the CRA first becomes aware that such lien has been recorded against the Simkins Property. This provision shall survive the termination of this Agreement.

5.7 **Simkins Deliveries**. Prior to the date of this Agreement, Simkins has provided to the CRA copies of all surveys, reports, data, information and environmental studies which Simkins has been able to locate with respect to the Simkins Property, copies of the Simkins Leases, and the Simkins Service Contracts (collectively the “Simkins Deliveries”). Any reliance upon the Simkins Deliveries is at the sole risk of the CRA and except as proved in Section 8 of this Agreement Simkins makes no representations or warranties, express or implied, with respect to the accuracy or completeness of the Simkins Deliveries, and any reliance upon same is at the sole risk of the CRA.

5.8 **Disclaimer of Representations by Simkins**. The CRA hereby expressly acknowledges and agrees that, except as specifically provided in this Agreement:

5.8.1 Simkins makes and has made no warranty or representation whatsoever as to the condition or suitability of the Simkins Property.

5.8.2 Simkins makes and has made no warranty, express or implied, with regard to the accuracy or completeness of any information furnished to the CRA, and Simkins shall not be bound by any statement of any broker, employee, agent or other representative of Simkins.

5.8.3 Simkins has made no representations, warranties or promises to the CRA not explicitly set forth in this Agreement.

5.8.4 Simkins makes and has made no representation or warranty, express or implied, concerning any portion of the Simkins Property, its condition or other things or matters directly or indirectly relating thereto or hereto, including, without limitation, no warranty as to merchantability or fitness for any particular purpose or relating to the absence of latent or other defects.

5.9 **Copies of Reports.** In the event that this Agreement is terminated the CRA shall provide Simkins with copies of any third party reports prepared for the CRA regarding solely the physical condition of the Simkins Property within ten (10) days of the termination of this Agreement. Any reliance by Simkins upon any other third party reports prepared for the CRA and delivered to Simkins pursuant to this Section 5.10 is at the sole risk of Simkins. This provision shall survive termination of this Agreement.

5.10 **“AS IS”** The CRA does hereby acknowledge, represent, warrant and agree, to and with Simkins, that, (i) the CRA is acquiring the Simkins Property in an “AS IS, WHERE IS, AND WITH ALL FAULTS” condition with respect to any facts, circumstances, conditions and defects of all kinds; (ii) Simkins has no obligation to repair or correct any such facts, circumstances, conditions or defects or compensate the CRA for same; (iii) the CRA is and will be relying strictly and solely upon the advice and counsel of its own agents and representatives and such physical inspections, examinations and tests of Simkins Property as the CRA deems necessary or appropriate under the circumstances; (iv) the CRA has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigations as the CRA deems necessary, desirable or appropriate with respect to the Simkins Property; (v) Except as set forth in Section 8 of this Agreement, Simkins is not making and has not made any warranty or representation, express or implied, with respect to the physical condition and other conditions of the Simkins Property and the neighborhood as an inducement to the CRA to enter into this Agreement, or for any other purpose; and (vi) by reason of all of the foregoing, from and after the Closing Date, as hereinafter defined, the CRA shall assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the physical and other conditions of the Simkins Property, regardless of whether the same is capable of being observed or ascertained.

5.11 **Implied Warranties.** SIMKINS HAS NOT, DOES NOT AND WILL NOT, WITH RESPECT TO THE SIMKINS PROPERTY, MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION OR MERCHANTABILITY, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR OPERATING POTENTIAL OF THE SIMKINS PROPERTY.

5.12 **Release.** The CRA hereby releases Simkins from any liability, claims, damages, penalties, costs, fees, charges, losses, causes of action, demands, expenses of any kind or nature or any other claim it has or may have against Simkins resulting from the presence, removal or other remediation of Hazardous Materials on or under Simkins Property or which has migrated from adjacent lands to the Simkins Property or from the Simkins Property to adjacent lands.

5.13 The provisions of this Section 5 shall survive the termination of this Agreement and shall survive the closing and the delivery of the Simkins Deed, as hereinafter defined.

## 6. **Title and Survey regarding CRA Property.**

6.1 Simkins shall obtain a title insurance commitment (the “Simkins Commitment”) and a survey (the “Simkins Survey”) of the CRA Property, at Simkins’ sole cost and expense. The Simkins Commitment and the Simkins Survey shall show the CRA to be vested in good and marketable fee



simple title to the CRA Land and CRA Improvements, subject only to the following (the “CRA Permitted Exceptions”):

- 6.1.1 Ad valorem real estate taxes and assessments for the year of closing and subsequent years.
- 6.1.2 All applicable laws, ordinances and governmental regulations, including, but not limited to, all applicable building, zoning, land use, environmental ordinances and regulations.
- 6.1.3 Any matters arising by, through, or under Simkins.
- 6.1.4 Those matters listed on Exhibit “E” attached hereto and made a part hereof.

6.2 Simkins shall promptly provide the CRA with a copy of the Simkins Commitment and the Simkins Survey upon the Simkins’ receipt of same. The Simkins Survey shall be certified to Simkins and the CRA. If the Simkins Commitment and Simkins Survey reveal any particular condition of title other than the Permitted Exceptions, Simkins shall, no later than the expiration of the Due Diligence Period, notify the CRA in writing of the defect(s). If Simkins fails to give the CRA written notice of the defect(s) prior to the end of the Due Diligence Period, the defect(s) shown in the Simkins Commitment and the Simkins Survey shall be deemed to be waived as title objections and same shall be deemed to constitute CRA Permitted Exceptions for all purposes under this Agreement. If Simkins has given CRA written notice of defect(s) prior to the end of the Due Diligence Period other than the CRA Permitted Exceptions, the CRA shall elect within ten (10) days after receipt of written notice of the title defect(s) (the “CRA Response Period”) whether the CRA will elect to attempt to cure the title defect(s). If the CRA does not elect to cure the title defect(s), or fails to provide notice prior to the expiration of the CRA Response Period, Simkins shall have the option, at its sole discretion and to be exercised within ten (10) days after Simkins receives written notice from the CRA that the CRA has elected not to cure the title defect(s) or within ten (10) days after the expiration of CRA Response Period, whichever is earlier, of either (i) waiving the defect(s), in which event the defect(s) shall be deemed to constitute a CRA Permitted Exception under this Agreement, (ii) terminating this Agreement with respect to those portions of the CRA Property subject to the defect(s); or (iii) terminating this Agreement by written notice to the CRA in which event the parties shall be released from all obligations under this Agreement except for those obligations which expressly survive termination. If the CRA elects to attempt to cure the title defect(s), the CRA shall have sixty

(60) days from receipt of the written notice of defect(s) to use commercially reasonable efforts to cure same (the “CRA Cure Period”). If the CRA elects to cure the title defect(s), the CRA shall discharge any lien(s), judgment(s) or other matters affecting title to the CRA Property in a liquidated amount. The CRA shall not be required to commence litigation to resolve any matters. In the event the CRA attempts to cure the title defects and the CRA is not able to cure the defect(s) prior to the end of the Cure Period, Simkins shall have the option, in its sole discretion and to be exercised within ten (10) days after the end of the CRA Cure Period, of either (i) waiving the defect(s), in which event the defect(s) shall be deemed to constitute a CRA Permitted Exception under this Agreement; provided, however, that if such uncured title defect(s) is the result of the failure of the CRA to discharge any lien(s), judgment(s), or other matters affecting title to the Property in a liquidated amount, then Simkins shall have the right, at the closing, to satisfy same out of the Exchange Purchase Price; (ii) terminating this Agreement with respect to any of the CRA Property which is subject to the defect(s); or (iii) terminating this Agreement by written notice to the CRA in which event the parties shall be released from all obligations under this Agreement except for those obligations which expressly survive termination.

6.3 In the event of any new title defect(s) arising from and after the effective date of the Simkins Commitment and prior to the Closing Date which are not CRA Permitted Exceptions, the CRA shall use commercially reasonable efforts to cure such title defect(s) within thirty (30) days after being notified of such new defect by the Simkins and, in all events, at least five (5) business days prior to the Closing Date. The CRA shall discharge any lien(s), judgment(s) or other matters affecting title to the Property, which are not CRA Permitted Exceptions, that are in a liquidated amount. The CRA shall not be required to bring any lawsuit(s) to cure any title defect(s) or expend any funds to cure any title defect(s) not in a liquidated amount. In the event that the CRA is unable to cure the title defect(s) within thirty (30) days after being notified of such new defect by Simkins; then Simkins shall have the option on or prior to the Closing Date of: (i) waiving the title defect(s) and accepting title “as is” whereupon the title defect(s) will be deemed to constitute a CRA Permitted Exception under this Agreement; provided, however, that if such uncured title defect(s) are in a liquidated amount, then Simkins shall have the right, at the Closing, to satisfy same out of the Exchange Purchase Price; (ii) terminating this Agreement with respect to any of the CRA Property which is subject to the defect(s); or (iii) terminating this Agreement by written notice to the CRA in which event the parties shall be released from all obligations under this Agreement except for those obligations which expressly survive termination.

## 7. Title and Survey regarding Simkins Property.

7.1 The CRA shall obtain a title insurance commitment (the “CRA Commitment”) and a survey (the “CRA Survey”) of the Simkins Property, at the CRA’s sole cost and expense. The CRA Commitment and the CRA Survey shall show Simkins to be vested in good and marketable fee simple title to the Simkins Land and Simkins Improvements, subject only to the following (the “Simkins Permitted Exceptions”):

7.1.1 Ad valorem real estate taxes and assessments for the year of closing and subsequent years.

7.1.2 All applicable laws, ordinances and governmental regulations, including, but not limited to, all applicable building, zoning, land use, environmental ordinances and regulations.

7.1.3 Any matters arising by, through, or under the CRA.

7.1.4 Those matters listed on Exhibit “E” attached hereto and made a part hereof.

7.2 The CRA shall promptly provide Simkins with a copy of the CRA Commitment and the CRA Survey upon the CRA’ receipt of same. The CRA Survey shall be certified to the CRA and Simkins. If the CRA Commitment and CRA Survey reveal any particular condition of title other than the Simkins Permitted Exceptions, the CRA shall, no later than the expiration of the Due Diligence Period, notify Simkins in writing of the defect(s). If the CRA fails to give Simkins written notice of the defect(s) prior to the end of the Due Diligence Period, the defect(s) shown in the CRA Commitment and the CRA Survey shall be deemed to be waived as title objections and same shall be deemed to constitute Simkins Permitted Exceptions for all purposes under this Agreement. If the CRA has given Simkins written notice of defect(s) prior to the end of the Due Diligence Period other than Simkins Permitted Exceptions, Simkins shall elect within ten (10) days after receipt of written notice of the title defect(s) (the “Simkins Response Period”) whether Simkins will elect to attempt to cure the title defect(s). If Simkins does not elect to cure the title defect(s), or fails to provide notice prior to the expiration of Simkins Response Period, the CRA shall have the option, at its sole discretion and to be exercised within ten (10) days after the CRA receives written notice from Simkins that Simkins has elected not to cure the title defect(s) or within ten (10) days after the expiration of Simkins Response

Period, whichever is earlier, of either (i) waiving the defect(s), in which event the defect(s) shall be deemed to constitute a Simkins Permitted Exception under this Agreement; or (ii) terminating this Agreement with respect to those portions of the Simkins Property subject to the defect(s); or (iii) terminating this Agreement by written notice to Simkins in which event the parties shall be released from all obligations under this Agreement except for those obligations which expressly survive termination. If Simkins elects to attempt to cure the title defect(s), Simkins shall have sixty (60) days from receipt of the written notice of defect(s) to use commercially reasonable efforts to cure same (the “Simkins Cure Period”). If Simkins elects to cure the title defect(s), Simkins shall discharge any lien(s), judgment(s) or other matters affecting title to the Simkins Property in a liquidated amount. Simkins shall not be required to commence litigation to resolve any matters. In the event Simkins attempts to cure the title defects and Simkins is not able to cure the defect(s) prior to the end of the Simkins Cure Period, the CRA shall have the option, in its sole discretion and to be exercised within ten (10) days after the end of the Simkins Cure Period, of either (i) waiving the defect(s), in which event the defect(s) shall be deemed to constitute a Simkins Permitted Exception under this Agreement; or (ii) terminating this Agreement with respect to any of the Simkins Property which is subject to the defect(s); or (iii) terminating this Agreement by written notice to Simkins in which event the parties shall be released from all obligations under this Agreement except for those obligations which expressly survive termination.

7.3 In the event of any new title defect(s) arising from and after the effective date of the CRA Commitment and prior to the Closing Date which are not Simkins Permitted Exceptions, Simkins shall use commercially reasonable efforts to cure such title defect(s) within thirty (30) days after being notified of such new defect by the CRA and, in all events, at least five (5) business days prior to the Closing Date. Simkins shall discharge any lien(s), judgment(s) or other matters affecting title to the Simkins Property, which are not Simkins Permitted Exceptions, that are in a liquidated amount. Simkins shall not be required to bring any lawsuit(s) to cure any title defect(s) or expend any funds to cure any title defect(s) not in a liquidated amount. In the event that Simkins is unable to cure the title defect(s) within thirty (30) days after being notified of such new defect by Simkins; then the CRA shall have the option on or prior to the Closing Date of: (i) waiving the title defect(s) and accepting title “as is” whereupon the title defect(s) will be deemed to constitute a Simkins Permitted Exception under this Agreement; or (ii) terminating this Agreement with respect to any of the Simkins Property which is subject to the defect(s); or (iii) terminating this Agreement by written notice to the Simkins in which event the parties shall be released from all obligations under this Agreement except for those obligations which expressly survive termination.

8. **Representations and Warranties of Simkins.** Simkins represents and warrants to the CRA that the following statements are true, correct and complete, as of the date hereof:

8.1 Holdings is duly formed, validly existing and in good standing under the laws of its state of Florida, and it has all requisite limited liability company right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

8.2 Lion is duly formed, validly existing and in good standing under the laws of its state of Florida, and it has all requisite limited liability company right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

8.3 The Simkins Property is free and clean of all leases, tenancies, or other occupancy Agreements, except as listed on **Exhibit “G”** attached hereto and made a part hereof (the “Simkins Leases”). True and correct copies of all of the Simkins Leases have been delivered to the CRA as part of the Simkins Deliveries.

8.4 Simkins has not received any written notice of any lawsuit, condemnation or eminent domain proceedings with respect to the Simkins Property.

8.5 Simkins is not a “foreign person” within the meaning of the Internal Revenue Code.

8.6 The execution, delivery and performance of this Agreement by Simkins has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable in accordance with its terms which has not been obtained.

8.7 Holdings has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Holding’s creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Holdings’ assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Holdings’ assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

8.8 Lion has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Lion’s creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Lions’ assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Lions’ assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

8.9 There are no service contracts that affect the Simkins Property which will survive Closing.

8.10 Simkins is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specifically Designated National and Blocked person, or for or on behalf of any person, group, entity or nation designated as a person who commits, threatens to commit, or supports terrorism under Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other legal requirements addressing or in any way relating to terrorist acts and acts of war (collectively, “Anti-Terrorism Laws”); and it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. None of Simkins Property or interests is subject to being “blocked” under any Anti-Terrorism Laws, and neither Simkins nor any person or entity holding any direct or indirect interest in Simkins is in violation of any Anti-Terrorism Laws.

8.11 Any management agreements and/or leasing agreements with respect to the Simkins Property shall be terminated by Simkins on or before Closing.

9. **Covenants of Simkins.** From and after the date hereof, Simkins shall:

9.1 continue to manage and operate the Simkins Property in accordance with its current business practices and keep the Simkins Property in its current condition and repair, ordinary wear and tear, condemnation and damage by fire or other casualty excepted.

9.2 not directly or indirectly sell, mortgage, pledge, hypothecate or otherwise transfer or dispose of all or any part of the Simkins Property.

9.3 not impose or allow to be imposed any new lien, encumbrance or other matter affecting title to the Simkins Property or grant or allow to be granted any right in, on or to the Simkins Property without the prior written consent of the Executive Director.

9.4 not enter into any new lease or terminate, renew, extend, modify or amend any existing Simkins Lease without the prior written consent of the Executive Director.

9.5 not enter into any new Simkins Service Contract or renew or amend any existing Simkins Service Contract without the prior written consent of the Executive Director. To the extent the CRA delivers written notice prior to the expiration of the Due Diligence Period requiring Simkins to terminate any of the Simkins Service Contracts, Simkins shall, at its sole cost and expense, terminate such Simkins Service Contracts prior to or at Closing.

10. **Representation and Warranties of CRA.** The CRA represents and warrants to Simkins that the following statements are true, correct and complete, as of the date hereof.

10.1 The CRA is duly formed validly existing under the laws of its state of Florida, and it has all requisite power and authority to enter into this Agreement and to consummate the transaction contemplated hereby.

10.2 The CRA Property is free and clean of all leases, tenancies, or other occupancy Agreements, except as listed on **Exhibit “H”** attached hereto and made a part hereof (the “**CRA Leases”). True and correct copies of all of the CRA Leases have been delivered to the Simkins as part of the CRA Deliveries.**

10.3 The CRA has not received any written notice of any lawsuit, condemnation or eminent domain proceedings with respect to the CRA Property.

10.4 The CRA is not a “foreign person” within the meaning of the Internal Revenue Code.

10.5 The execution, delivery and performance of this Agreement by the CRA has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable in accordance with its terms which has not been obtained.

10.6 The CRA has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by the CRA’s creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of the CRA assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of the CRA assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

10.7 There are no service contracts that affect the CRA Property which will survive Closing other than those service contracts described in **Exhibit “I”** attached hereto and made a part hereof (the “**CRA Service Contracts”). All of the CRA Service Contracts, if any, have performed all of their obligations thereunder in all material respects, and are not in default thereunder in any material respect and all of the CRA Contracts can be terminated on thirty (30) days written notice without premium or penalty. True and correct copies of all of the CRA Service Contracts have been delivered to Simkins as part of the CRA Deliveries.**



10.8 The CRA is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specifically Designated National and Blocked person, or for or on behalf of any person, group, entity or nation designated as a person who commits, threatens to commit, or supports terrorism under Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other legal requirements addressing or in any way relating to terrorist acts and acts of war (collectively, “Anti-Terrorism Laws”); and it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. None of the CRA Property or interests is subject to being “blocked” under any Anti-Terrorism Laws, and neither the CRA nor any person or entity holding any direct or indirect interest in the CRA is in violation of any Anti-Terrorism Laws.

10.9 Any management agreements and/or leasing agreements with respect to the CRA Property shall be terminated by the CRA on or before Closing.

11. **Covenants of the CRA.** From and after the date hereof, the CRA shall:

11.1 continue to manage and operate the CRA Property in accordance with its current business practices and keep the CRA Property in its current condition and repair, ordinary wear and tear, condemnation and damage by fire or other casualty excepted.

11.2 not directly or indirectly sell, mortgage, pledge, hypothecate or otherwise transfer or dispose of all or any part of the CRA Property.

11.3 not impose or allow to be imposed any new lien, encumbrance or other matter affecting title to the CRA Property or grant or allow to be granted any right in, on or to the CRA Property without the prior written consent of Simkins.

11.4 not enter into any new lease or terminate, renew, extend, modify or amend any existing CRA Lease without the prior written consent of Simkins.

11.5 not enter into any new CRA Service Contract or renew or amend any existing CRA Service Contract without the prior written consent of Simkins. To the extent Simkins delivers notice prior to the expiration of the Due Diligence Period requiring the CRA to terminate any of the CRA Service Contracts, the CRA shall, at its sole cost and expense, terminate such CRA Service Contracts prior to or at Closing.

12. **REDEVELOPMENT PLAN AND MASTER PLAN.** Overtown Associates hereby agrees to develop the CRA Property, described in Exhibits “B”, and the adjoining property owned by Overtown Associates and Simkins, as depicted in Exhibit “U” attached hereto (collectively, the Simkins Project”), substantially in accordance with the Redevelopment Plan and Master Plan. Additionally, Overtown Associates hereby agrees to allow the use of the CRA Property and the adjoining property owned by Simkins, for the use of the Annual Overtown Music & Arts Festival, at no cost, up until the time Overtown Associates obtains a building permit for the Simkins Project.

13. **MINORITY AND WOMEN’S PARTICIPATION AND EQUAL EMPLOYMENT OPPORTUNITY AND COMMUNITY BENEFITS AND PARTICIPATION REQUIREMENTS.**

13.1 Minority and Women Participation and Equal Opportunity. In connection with the Simkins Project, Simkins agrees that it will and that Simkins will require its general contractor(s) with respect to each building comprising a part of the Simkins Project to:

13.1.1 Take definitive action in recruitment and advertising to attract and retain minority and

female contractors and subcontractors;

13.1.2 Provide a reasonable opportunity in the recruitment, advertising and hiring of professionals, contractors and subcontractors residing within the Redevelopment Area and within Miami-Dade County;

13.1.3 Take reasonable definitive action in retaining employees regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veterans and disability status;

13.1.4 Maintain equitable principles in the recruitment, advertising, hiring, upgrading, transfer, layoff, termination, compensation and all other terms, conditions and privileges of employment;

13.1.5 Monitor and review all personnel practices to guarantee that equal opportunities are being provided to all employees regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veterans and disability status;

13.1.6 Post in conspicuous places, availability to employees and applicants for employment, notices in a form to be provided to the Executive Director, setting forth the non-discrimination clauses of this Section 13;

13.1.7 In all solicitations and advertisements for employment placed by or on behalf of Simkins, state that all applicants will receive consideration for employment without regard to race, creed, color or national origin.

13.2 Participation Requirements During Construction. Simkins agrees to comply with the following subcontractor participation requirements and laborer participation requirements (the “Participation Requirements”) with respect to each building developed as part of the Simkins Project:

13.2.1 Subcontractor Participation. Simkins shall require its general contractor to hire not less than twenty percent (20%) of the subcontractors for the construction of each building comprising a portion of the Simkins Project utilizing companies that have their principal place of business within Miami-Dade County, Florida, giving first priority to subcontractors who principal place of business is in the Redevelopment Area, second priority to subcontractors whose principal place of business is in Overtown, third priority to subcontractors whose principal place of business is within District 5 of the City of Miami, fourth priority to subcontractors whose principal place of business is in the City of Miami and last priority to subcontractors whose principal place of business is in Miami-Dade County, Florida. For purpose of calculating the twenty percent (20%) subcontractor participation, the twenty percent (20%) participation shall be calculated based upon the numerator being the dollar value of all subcontracts given to subcontractors whose principal place of business is in Miami-Dade County, Florida and the denominator being the total dollar value of all subcontracts entered into by the general contractor over the entire course of such building (“Subcontractor Participation Requirement”).

13.2.2 Laborer Participation. Simkins shall require its general contractor and all subcontractors to employ forty percent (40%) of the labor for the construction of each building comprising a portion of the Simkins Project (“Laborer Participation Requirement”) from workers residing in Miami-Dade County, Florida giving first priority to workers residing in the Redevelopment Area, second priority to workers residing in Overtown, third priority to workers residing in District 5 of the City of Miami, fourth priority to workers residing in the City of Miami with last priority to workers residing in Miami-Dade County, Florida.

13.2.3 Disputes. In the event of any disputes between the Executive Director and Simkins as to whether any subcontractor has its principal place of business in Miami-Dade County, Florida or whether any laborer resides in Miami-Dade County, Florida and whether Simkins complied with the priority requirements, Simkins and the Executive Director shall proceed in good faith to resolve the dispute. In

the event the dispute is not resolved within ten (10) days either party may submit the dispute to the CRA Board for resolution which resolution shall be binding on the parties.

13.2.4 Construction Reporting Requirements. Simkins shall be required to submit to the Executive Director (i) on a quarterly basis commencing thirty (30) days after the end of the first quarter after the commencement of construction of each building comprising a portion of the Simkins Project until thirty days following completion of such building, detailed reports of performance against the Subcontractor Participation Requirement during the prior quarter and (ii) on a monthly basis commencing thirty (30) days after the commencement of construction of each building comprising a portion of the Simkins Project until thirty days following completion, detailed reports of performance against the Laborer Participation Requirement during the prior month (“Construction Participation Reports”). The Construction Participation Reports shall contain such information as the Executive Director may reasonably require to enable the Executive Director to determine whether Simkins is in compliance with the Subcontractor Participation Requirement and the Laborer Participation Requirement with respect to building a portion of the Simkins Project. The Construction Participation Reports shall be in the form of Exhibit “V” attached hereto.

#### 14. COMMUNITY BENEFITS.

##### 14.1 Job Fairs & Employment Advertisements.

14.1.1 Construction Job Opportunities. Simkins shall broadly disseminate information regarding job opportunities for local area residents and businesses within the Redevelopment Area to allow them to participate in construction of each building comprising a portion of the Simkins Project, including, without limitation, hosting at least two (2) job fairs within the Redevelopment Area prior to the commencement of each building comprising a portion of the Simkins Project.

14.1.2 Permanent Job Opportunities. Simkins shall broadly disseminate information regarding job opportunities for local residents and businesses within the Redevelopment Area post-construction, including newly generated trade and service related jobs upon completion of each building comprising a portion of the Simkins Project, including, without limitation, hosting at least one (2) job fair within the Redevelopment Area upon completion of each building comprising a portion of the Simkins Project.

##### 14.1.3 Employment Advertisement & Notice. Simkins shall:

(i) Electronically post job opportunities in established job outreach websites and organizations, including, without limitation, CareerSource South Florida, and similar programs in order to attract as many eligible applicants for such jobs as possible;

(ii) Place a full-page weekly advertisement in the Miami Times newspaper to inform residents of available job opportunities and any upcoming job fairs not less than three (3) weeks prior to said job fair. This shall be in addition to any advertisements done through other job outreach websites, organizations, and efforts referenced hereinabove; and

(iii) Place weekly radio commercials on WMBM and either Hot 105 or 99JAMZ to inform residents of available job opportunities and upcoming job fairs not less than three (3) days prior to said job fair.

14.1.4 Vendor & Local Business Opportunity Fairs. Simkins, in conjunction with local community partners and with the CRA, shall convene not less than two vendor and local business opportunity fairs in the year immediately preceding completion of the first phase of the Simkins Project, with the first of such fairs occurring not less than three (3) months prior to completion of the first phase of the Simkins



Project, for the purpose of sharing with local vendors and entrepreneurs information regarding: (i) opportunities to directly contract with Simkins to provide direct services or product to the Simkins Project once operational; and (ii) opportunities for local entrepreneurs to provide services to patrons of the Simkins Project, either on-site through a Simkins referral program or off-site within the Redevelopment Area.

14.1.5 Vendor and Local Business Opportunities. With regard to future local business opportunities and vendor opportunities at the Simkins Project, Simkins agrees to the following:

#### **14.1.5 OPEN – AS TO WHAT IF ANYTHING WILL BE REQUIRED**

14.1.6 Partnerships with Local Community Organizations. Simkins shall work with the CRA and local community organizations to: (i) inventory opportunities for local vendors to support the Simkins Project's operations; (ii) identify local vendors with capacity to service such Simkins Project opportunities; (iii) support and market training programs designed to increase the capacity of local vendors interested in servicing the Simkins Project opportunities; and (iv) identify, market, or create, as necessary, programs to provide assistance to local minority vendors interested in servicing the Simkins Project opportunities.

### **15. SIMKINS CONDITIONS PRECEDENT TO CLOSING**

15.1 Unless waived by Simkins in writing, the obligation of Simkins to close is conditional upon satisfaction of the following conditions by the Closing Date:

15.1.1 All representations and warranties of the CRA shall remain true and correct in all material respects, as of Closing.

15.1.2 The CRA shall have performed (or tendered performance of) all covenants, obligations, terms and provisions of this Agreement in all material respects to be performed by the CRA.

15.1.3 The Simkins title company shall be irrevocably committed to issue to Simkins upon Closing the owner's title policy insuring Simkins as the owner of the CRA Property, subject only to the CRA Permitted Exceptions.

15.2 In the event any of the foregoing conditions precedent to Closing set forth in Section 15.1 are not satisfied by the Closing Date, then in such event Simkins shall have the option of (i) waiving the condition and closing in accordance with the other terms and provisions of this Agreement, or (ii) canceling this Agreement in which event this Agreement shall terminate and the parties shall be released from any further obligations under this Agreement except for the obligations which expressly survive termination of this Agreement.

### **16. CRA CONDITIONS PRECEDENT TO CLOSING**

16.1 Unless waived by the CRA in writing, the obligation of the CRA to close is conditional upon satisfaction of the following conditions by the Closing Date:

16.1.1 All representations and warranties of Simkins shall remain true and correct in all material respects, as of Closing.

16.1.2 Simkins shall have performed (or tendered performance of) all covenants, obligations, terms and provisions of this Agreement in all material respects to be performed by Simkins.

16.1.3 The CRA's title company shall be irrevocably committed to issue to the CRA upon Closing an owner's title policy insuring the CRA as the owner of the Simkins Property, subject only to the Simkins Permitted Exceptions.

16.2 In the event any of the foregoing conditions precedent to Closing set forth in Section 16.1 are not satisfied by the Closing Date, then in such event CRA shall have the option of (i) waiving the condition and closing in accordance with the other terms and provisions of this Agreement, or (ii) canceling this Agreement in which event this Agreement shall terminate and the parties shall be released from any further obligations under this Agreement except for the obligations which expressly survive termination of this Agreement.

## 17. **Closing**

17.1 The closing (the "**Closing**") shall be at 10:00 A.M. thirty (30) days after the end of the Due Diligence Period or December 19, 2019 (the "**Closing Date**"), time being of the essence, at the offices of Holland & Knight LLP, 701 Brickell Avenue, Suite 3300, Miami, Florida 33131 or at such other place as the parties may mutually determine.

17.2 Simkins, at Simkins' expense, shall deliver to the CRA at Closing:

17.2.1 A special warranty deed conveying the Simkins Land and Simkins Improvements, in recordable form, subject only to the Simkins Permitted Exceptions and such other exceptions waived by the CRA in the form of **Exhibit "J"** attached hereto.

17.2.2 A mechanic's lien, possession and gap affidavit and undertaking as required by the CRA's title company.

17.2.3 An assignment of general intangibles conveying all of Simkins' right, title and interest in the Simkins Intangible Property, and the Simkins Intellectual Property in the form of **Exhibit "K"** attached hereto.

17.2.4 A bill of sale sufficient to convey all right, title and interest of Simkins in the Simkins Personal Property without warranty as to condition, merchantability or fitness for use in the form of **Exhibit "L"** attached hereto.

17.2.5 An assignment of all of Simkins' right, title and interest in the Simkins Leases, in the form of **Exhibit "M"** attached hereto (the "Simkins Assignment of Leases").

17.2.6 A certificate of non-foreign status, pursuant to Section 1455 of the Internal Revenue Code in the form of **Exhibit "N"** attached hereto.

17.2.7 The CRA Assignment of Contracts, as hereinafter defined.

17.2.8 The CRA Assignment of Leases, as hereinafter defined.

17.2.9 A certificate of Simkins restating all of the representations and warranties contained in Section 8 of this Agreement and certifying same are true and correct in all material

respects.

17.2.10 The original Simkins Service Contracts, to the extent in Simkins' possession or control, or copies of same.

17.2.11 The original Simkins Leases, to the extent in Simkins' possession or control, or copies of same.

17.2.12 Updated rent roll regarding the Simkins Property, certified as being true and correct, by Simkins.

17.2.13 The letter addressed to the tenants under the Simkins Leases advising them of the assignment of the Simkins Leases to the CRA.

17.2.14 The letter addressed to each service provider under the Simkins Service Contracts advising them of the assignment of the Simkins Service Contracts to the CRA.

17.2.15 A Closing Statement.

17.2.16 Evidence of authority to enter in and consummate the transactions contemplated by this Agreement.

17.2.17 The Exchange Purchase Price due from Simkins by wire transfer of federal funds, subject to adjustments and prorations.

17.2.18 Execute and deliver such other documents as may be reasonably required by the CRA's title company.

17.3 The CRA, at the CRA's expense, shall deliver to Simkins at Closing:

17.3.1 A special warranty deed conveying the CRA Land and CRA Improvements, in recordable form, subject only to the CRA Permitted Exceptions and such other exceptions waived by Simkins in the form of **Exhibit "O"** attached hereto.

17.3.2 A mechanic's lien, possession and gap affidavit and undertaking as required by the Simkins' title company.

17.3.3 An assignment of general intangibles conveying all of CRA's right, title and interest in the CRA Intangible Property and CRA Intellectual Property in the form of **Exhibit "P"** attached hereto.

17.3.4 A bill of sale sufficient to convey all right, title and interest of the CRA in the CRA Personal Property without warranty as to condition, merchantability or fitness for use in the form of **Exhibit "Q"** attached hereto.

17.3.5 An assignment of all of the CRA's right, title and interest in the CRA Service Contracts (excluding any employment contracts, management contracts and brokerage contracts) in the form of **Exhibit "R"** attached hereto (the "CRA Assignment of Contracts").

17.3.6 An assignment of all of the CRA's right, title and interest in the CRA Leases, in the form of **Exhibit "S"** attached hereto (the "CRA Assignment of Leases").

17.3.7 A certificate of non-foreign status, pursuant to Section 1455 of the Internal Revenue Code in the form of **Exhibit “T”** attached hereto.

17.3.8 A certificate of the CRA restating all of the representations and warranties contained in Section 10 of this Agreement and certifying same are true and correct in all material respects.

17.3.9 The original CRA Service Contracts, to the extent in the CRA’s possession or control, or copies of same.

17.3.10 The original CRA Leases, to the extent in the CRA’s possession or control, or copies of same.

17.3.11 Updated rent roll regarding the CRA Property, certified as being true and correct, by the CRA.

17.3.12 The letter addressed to the tenants under the CRA Leases advising them of the assignment of the CRA Leases to Simkins.

17.3.13 The letter addressed to each service provider under the CRA Services Contracts advising them of the assignment of the CRA Service Contracts to Simkins.

17.3.14 The Simkins Assignment of Contracts.

17.3.15 The Simkins Assignment of Leases.

17.3.16 A Closing Statement.

17.3.17 Evidence of authority to enter into and consummate the transactions contemplated by this Agreement.

17.3.18 Execute and deliver such other documents as may be reasonably required by the Simkins’ title company.

18. **Closing Costs.** The respective Parties shall bear the following costs:

18.1 Simkins shall be responsible for: (i) the cost of obtaining the Simkins Title Commitment and the Simkins Survey, (ii) the premium for the title policy insuring Simkins’ title to the CRA Property at Closing, (iii) all costs and expenses associated with any financing obtained by Simkins in connection with the acquisition of the CRA Property, (iv) the cost of Inspections ordered or performed on behalf of Simkins, (v) costs of curing any title defects relating to the Simkins Property to which CRA objected, (vi) payment of its own legal fees and (vii) the costs of the documentary stamp taxes and surtax relating to the transfer of the Simkins Property to CRA.

18.2 CRA shall be responsible for: (i) the cost of obtaining the CRA Title Commitment and the CRA Survey, (ii) the premium for the title policy insuring CRA’s title to the Simkins Property at Closing, (iii) the cost of CRA Inspections ordered or performed on behalf of CRA, (iv) costs of curing any title defects relating to the CRA Property to which Simkins objected, (v) payment of its own legal fees, and (vi) the costs of the documentary stamp taxes and surtax relating to the transfer of the CRA Property to Simkins.

19. **Prorations and Adjustments.**

19.1 Adjustments. In the Event Simkins elects to terminate this Agreement with respect to any of the CRA Property as provided in this Agreement the Exchange Purchase Price shall be adjusted based upon the value of such parcel as set forth on **Exhibit “C”**. In the event the CRA Elects to terminate this Agreement with respect to any of the Simkins Property as provided in this Agreement the Exchange Purchase Price shall be adjusted based upon the value of such parcel as set forth on **Exhibit “D”**.

19.2 Taxes. All real estate taxes, personal property taxes, general assessments and special assessments affecting each of the Properties shall be prorated at closing between the Parties as of 11:59 p.m. on the day immediately preceding the Closing Date; provided, that: (1) in the event the taxes for the year of closing (i.e., 2019) are unknown, the tax proration will be based upon the taxes for the prior year (i.e., 2018) and, upon the written request of either party hereto, the taxes for the year of Closing shall be reprorated between the Parties when the tax bill for the year of closing (i.e., 2019) is issued and the actual amount of taxes is known (provided, however, that if such a request is not made within sixty (60) days after the tax bill for the year of closing is issued, no reproration of taxes shall be made and the tax proration made at closing shall be final and conclusive); (2) certified confirmed, and/or ratified special assessment liens due and payable as of the Closing Date shall be paid by the Party conveying at closing the property subject to such liens (or the other Party shall receive a credit therefor at closing); (3) prospective special assessment liens which are not certified, confirmed and/or ratified as of the Closing Date shall be the responsibility of the Party acquiring title to the property affected thereby to the extent the same are certified, confirmed and/or ratified after the Closing Date; and (4) if any special assessment liens are due in installments, the Party conveying at Closing the property subject thereto shall be required to pay any installment due before the Closing Date and the Party acquiring title shall be responsible for all such installments due on or after the Closing Date.

19.3 Service Contracts. If there are any Simkins Service Contracts or CRA Service Contracts that are not required to be terminated in accordance with this Agreement, then any amounts paid in advance prior to the Closing Date by the Party conveying the property subject to such Simkins Service Contracts or CRA Service Contracts, and any amounts to be paid in arrears after the Closing by the Party acquiring title to such property, shall be prorated at Closing between the Parties as of 11:59 p.m. on the day immediately preceding the Closing Date.

19.4 Security Deposits. The CRA shall receive a credit for all security deposits of the existing tenants under the Simkins Leases. Simkins shall receive a credit for all security deposits of the existing tenants under the CRA Leases.

19.5 Rents. All current and prepaid rents under the Simkins Leases shall be prorated and adjusted as of 11:59 P.M. on the date immediately preceding the Closing Date. All current and prepaid rents under the CRA Leases shall be prorated and adjusted as of 11:59 P.M. as of the date immediately preceding the Closing Date. All rents due and not paid shall not be prorated as of Closing but if thereafter collected shall be similarly prorated.

19.6 Other Prorations. All licenses and permit fees, costs and revenues and other proratable items shall be prorated as of 11:59 P.M. of the day preceding the Closing Date. Simkins shall be entitled to the return of all utility deposits and other deposits with respect to the Simkins Property. The CRA shall be entitled to return all of the utility deposits and other deposits with respect to the CRA Property. Telephone, electric, gas, water charges and sewer charges shall not be adjusted. The parties shall make arrangements for final bills to be obtained from the applicable utility companies involved as of the Closing Date and Simkins shall be responsible for all such bills with respect to the Simkins Property and

the CRA responsible for such bills with respect to the CRA Properties. Simkins and the CRA shall coordinate their actions under this paragraph so that services provided to tenants are not disrupted and if necessary prorate any required items so that service is not disrupted.

19.7 **Insurance.** There shall be no proration of any insurance maintained by either Party as of the Closing Date, it being acknowledged and agreed by the Parties that each Party shall terminate any such insurance policies as of the Closing Date.

19.8 **Other Prorations.** The Parties shall cooperate in good faith to make the prorations and adjustments contemplated by this Section 21 and to prorate all other items customarily prorated in connection with the purchase and sale of properties similar to the Properties in Miami-Dade County, Florida.

19.9 **Reprorations.** If accurate prorations cannot be made as of the Closing Date because current figures or bills are not obtainable, the parties shall prorate such revenue or expenses in good faith on the best available information, subject to adjustment upon receipt of the final figures or bills or other evidence of the applicable revenue or expense; provided that, except as otherwise expressly provided herein, if any such prorations are not fully agreed upon and paid within thirty (30) days after the Closing Date, then the proration figures used at closing shall be final and conclusive. The provisions of this Section 19 shall survive the closing.

19.10 **Prorations Final.** Except as otherwise expressly provided herein, all prorations and/or adjustments made or estimated at closing shall be final and conclusive.

20. **Default.** An event of default shall be deemed to have occurred by either Party to this Agreement if such Party fails to observe or perform any covenant, condition or agreement of this Agreement, or breaches a representation contained herein, and such failure or breach continues for a period of five (5) business days after written notice specifying such default and requesting that it be remedied is sent to the defaulting party by the non-defaulting party; provided, however, that there shall be no cure period afforded to any Party hereto for failing to Close on the Closing Date. If an event of default shall have occurred and shall continue, the non-defaulting Party shall be entitled either (i) terminate this Agreement or (ii) pursue the remedy of specific performance.

21. **Brokers.** The Parties each represent and warrant to the other that there are no real estate brokers, or salesmen or finder involved to this transaction.

The provisions of this Paragraph shall survive the Closing and any cancellation or earlier termination of this Agreement.

22. **Assignability.** Notwithstanding anything to the contrary herein: (i) Simkins shall not assign this Agreement without the prior written consent of CRA other than to an entity affiliated with Simkins (including, without limitation, any entity in which Simkins directly or indirectly holds an ownership interest); and (ii) CRA shall not assign this Agreement. Subject to the foregoing sentence, this Agreement shall be binding upon the parties hereto and their respective successors and assigns.

23. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via email, or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope, and addressed as follows:



If to Simkins at: c/o Lion Folklife Village LLC  
301 West 41st Street, Suite 406  
Miami Beach, Florida 33140  
Attention: Karen Llera & Michael Simkins  
Email: kllera@simkinsindustries.com;  
mrsimkins@simkinsindustries.com

with a copy to: Berger Singerman LLP  
1450 Brickell Avenue, 14th Floor  
Miami, Florida 33131  
Attention: Javier E. Fernández, Esq  
Email: jfernandez@bergersingerman.com

If to CRA: Cornelius Shiver, Executive Director  
Southeast Overtown/Park West Community Redevelopment  
Agency  
819 NW 2nd Ave., 3rd Floor  
Miami, Florida 33136  
Email: cshiver@miamigov.com

with a copy to: Holland & Knight LLP  
701 Brickell Avenue Suite 3700  
Miami, Florida 33131  
Attention: William R. Bloom  
Email: william.bloom@hklaw.com

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via email shall be deemed given upon transmission and notices sent via certified mail in accordance with the foregoing shall be deemed given on the date received or delivery refused.

24. **Risk of Loss.** As to both Properties, if, prior to Closing, either of the Properties (a) has a material portion thereof (i.e., greater than 10% of the total area) taken by eminent domain or (b) suffers damage by casualty such that the cost to repair the damage exceeds \$100,000 (a “Major Loss”), then the party that is acquiring the Property subject to the Major Loss at Closing shall have the right to elect to either: (i) consummate the transactions contemplated by this Agreement notwithstanding such Major Loss, in which event such Party shall be entitled to (and the conveying Party shall assign to such acquiring Party all of the conveying Party’s interest in, of and to) all applicable insurance (including giving the acquiring Party a credit against at Closing for any insurance deductible) and/or condemnation proceeds, payments, awards and settlements payable in connection with such Major Loss; (ii) terminate this Agreement with respect to the affected properties; or (iii) terminate this Agreement, whereupon this Agreement shall be terminated, and both parties hereto shall thereafter be released from all further obligations under this Agreement except those obligations which expressly survive the termination of this Agreement. If, prior to Closing, either of the Properties (a) has a less than a material portion (i.e., less than 10% of the total area) taken by eminent domain or (y) suffers damage by casualty such that the cost to repair the damage does not exceed \$100,000 (a “Minor Loss”), then there shall be no right to terminate this Agreement but the party that is acquiring the Property subject to the Minor Loss at Closing shall be entitled to (and the conveying Party shall assign to such acquiring Party all of the conveying Party’s interest in, of and to) all applicable insurance (including giving the acquiring Party a credit against at Closing for any insurance deductible) and/or condemnation proceeds, payments, awards and settlements payable in connection with such Minor Loss.

25. **Miscellaneous.**

25.1 This Agreement shall be construed and governed in accordance with laws of the State of Florida and in the event of any litigation hereunder, the venue for any such litigation, shall be in Miami-Dade County. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

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

25.3 In construing this Agreement, the singular shall be deemed to plural, the plural shall be deemed to include the singular and the use of any gender and all captions and paragraph headings shall be discarded.

25.4 All of the Exhibits to this Agreement shall be incorporated into and made a part of this Agreement, as provided for herein.

25.5 This Agreement and those agreements contemplated herein to be entered into in the future, shall constitute the entire agreement between the Parties as to the Simkins Property and the CRA Property, and supersede any other agreement or understanding of the parties with respect to the matters herein contained. This Agreement may not be changed, altered or modified except in writing signed by the Party against whom enforcement of such a change would be sought. This Agreement shall be binding upon the Parties hereto and their respective legal representative, successors and assigns.

25.6 Time is of the essence for all provisions of this Agreement. All time periods will be computed in calendar days (a "calendar day" is every day including Saturday, Sunday and national legal holidays) unless otherwise specified herein. However, if any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All times periods for performance will end at 6:00 PM, Miami, FL time, of the appropriate day, unless otherwise specified.

25.7 This Agreement and any subsequent amendments hereto may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which shall be deemed to be one and the same instrument. Facsimile or PDF/electronic transmission signatures shall be deemed original signatures. Neither this Agreement nor any memorandum thereof shall be recorded in the public records except in connection with litigation.

25.8 Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.

25.9 1031 Exchange. Each of the parties hereto acknowledge that the exchange of the Simkins Property by Simkins may be part of a 1031 exchange. The Parties agree to cooperate with each other



and agree to execute all documents reasonably necessary to complete the 1031 exchange provided such documents impose no financial obligations on the CRA. Nothing herein shall be construed as the 1031 exchange being a condition precedent or prerequisite to the Closing and any such exchange shall not delay the Closing. The CRA shall not be responsible for any cost incurred due to Simkins' 1031 exchange, nor shall the CRA be liable should the 1031 exchange not take place.

25.10 Radon Disclosure. "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 health department."

25.11 The Parties each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the transactions described herein provided that compliance with the provision of this paragraph shall not increase the liability of the complying party.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date.

**SIMKINS:**

**216 NW 9TH STREET HOLDINGS, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LION 12TH & 3RD, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**155 NW 10TH STREET, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LION 1034, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Overtown Associates, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**CRA:**

**THE SOUTHEAST OVERTOWN / PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY**, a  
public agency and body corporate created pursuant to  
Section 163.356, Florida Statutes

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved for legal sufficiency by:

By: Holland & Knight LLP  
Special Counsel

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "A-1"****LEGAL DESCRIPTION OF HOLDINGS LAND**Parcel 1

Lot 3, Block 35 of NORTH, CITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

a/k/a 216 NW 9th Street, Miami, FL 33136 Folio No.: 01-0103-050-1040

**EXHIBIT "A-2"****LEGAL DESCRIPTION OF LION LAND**Parcel 1

Lot 5, Block 10, of SOST'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book B, Page 27, of the Public Records of Miami-Dade County, Florida.

a/k/a 234 NW 12th Street, Miami, FL 33136 Folio No.: 01-3136-037-1510

Parcel 2

Lot 6, Block 10, of SOST'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book B, Page 27, of the Public Records of Miami-Dade County, Florida.

a/k/a 242 NW 12th Street, Miami, FL 33136 Folio No.: 01-3136-037-0520

**EXHIBIT "A-3"****LEGAL DESCRIPTION OF 10TH STREET**

Parcel 1

Lots 43 and 46 and East ½ of Lot alley lying West and adjacent closed by ordinance 13492 of P.W. White Resubdivision of Block 16, according to the Plat thereof as recorded in Plat Book B at Page 34 of the Public Records of Miami-Dade County, Florida

a/k/a 155 NW 10TH Street Miami Florida 33156 Folio No.: 01-0101-060-1200



**EXHIBIT "A-4"****LEGAL DESCRIPTION OF 1034 LAND**

Parcel 1

South 50 feet of the North 100 feet of Lots 1 & 2 Block 14 of North City of Miami, as recorded in Plat Book B at Page 41, of the Public Records of Miami-Dade County, Florida

a/k/a 1034 NW 3RD Ave, Miami, FL 33136 Folio No.: 01-0101-040-1030

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "B"****LEGAL DESCRIPTION OF CRA LAND**Parcel 1

The East 55.03 feet of Lots 2, 7 and 10, Block 26, PW WHITES RESUB OF BLOCK 26 NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

a/k/a 226 NW 10th Street, Miami, FL 33136 Folio No.: 01-0102-060-1020

Parcel 2

Lot 17, Block 26, PW WHITES RESUB OF BLOCK 26 NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

a/k/a 930 NW 2nd Avenue, Miami, FL 33136 Folio No.: 01-0102-060-1100

Parcel 3

Lot 16, Block 26, PW WHITES RESUB OF BLOCK 26 NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

a/k/a 934 NW 2nd Avenue, Miami, FL 33136 Folio No.: 01-0102-060-1090

Parcel 4

Lots 15, 18 and 23, Block 26, PW WHITES RESUB OF BLOCK 26 NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

a/k/a 925 NW 2nd Court, Miami, FL 33136 Folio No.: 01-0102-060-1080

Parcel 5

Lot 26, Block 26, PW WHITES RESUB OF BLOCK 26 NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

a/k/a 921 NW 2nd Court, Miami, FL 33136 Folio No.: 01-0102-060-1170

Parcel 6

Lots 34 and 39, Block 26, PW WHITES RESUB OF BLOCK 26 NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

a/k/a 909 NW 2nd Court, Miami, FL 33136 Folio No.: 01-0102-060-1220

Parcel 7

Lots 43 and 46, and E ½ of alley lying west and adjacent and closed per Ordinance 13492, Block 26, PW WHITES RESUB OF BLOCK 26 NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

a/k/a 249 NW 9th Street, Miami, FL 33136 Folio No.: 01-0102-060-1250

Parcel 8

Lots 35 and 38, and E ½ of alley lying west and adjacent and closed per Ordinance 13492, Block 26, PW WHITES RESUB OF BLOCK 26 NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

a/k/a 910 NW 2nd Court, Miami, FL 33136 Folio No.: 01-0102-060-1230

Parcel 9

Lots 27 and 30, and E ½ of alley lying west and adjacent and closed per Ordinance 13492, Block 26, PW WHITES RESUB OF BLOCK 26 NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

a/k/a 916 NW 2nd Court, Miami, FL 33136 Folio No.: 01-0102-060-1180

Parcel 10

Lots 3 and 6, and E ½ of alley lying west and adjacent and closed per Ordinance 13492, Block 26, PW WHITES RESUB OF BLOCK 26 NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

a/k/a 250 NW 10th Street, Miami, FL 33136 Folio No.: 01-0102-060-1030

Parcel 11

Lots 4 and 5, and W ½ of alley lying west and adjacent and closed per Ordinance 13492, Block 26, PW WHITES RESUB OF BLOCK 26 NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

a/k/a 262 NW 10th Street, Miami, FL 33136 Folio No.: 01-0102-060-1040

Parcel 12

Lots 28, 29 and 36, and W ½ of alley lying west and adjacent and closed per Ordinance 13492, Block 26, PW WHITES RESUB OF BLOCK 26 NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

a/k/a 915 NW 3rd Avenue, Miami, FL 33136 Folio No.: 01-0102-060-1190

Parcel 13

Lots 44 and 45, and W ½ of alley lying west and adjacent and closed per Ordinance 13492, Block 26, PW WHITES RESUB OF BLOCK 26 NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

a/k/a 901 NW 3rd Avenue, Miami, FL 33136 Folio No.: 01-0102-060-1270

Parcel 14

Lot 10, Block 35, MIAMI NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 41, Public Records of Miami-Dade County, Florida.

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "C"**  
**CRA PROPERTY VALUE**

Parcel 1	226 N.W. 10 <sup>th</sup> Street	\$256,000.00
Parcel 2	930 N.W. 2 <sup>nd</sup> Street	\$256,000.00
Parcel 3	934 N.W. 2 <sup>nd</sup> Avenue	\$256,000.00
Parcel 4	925 N.W. 2 <sup>nd</sup> Court	\$512,000.00
Parcel 5	921 N.W. 2 <sup>nd</sup> Court	\$171,000.00
Parcel 6	909 N.W. 2 <sup>nd</sup> Court	\$341,000.00
Parcel 7	249 N.W. 9 <sup>th</sup> Street	\$365,000.00
Parcel 8	910 N.W. 2 <sup>nd</sup> Court	\$357,000.00
Parcel 9	916 N.W. 2 <sup>nd</sup> Court	\$357,000.00
Parcel 10	250 N.W. 10 <sup>th</sup> Street	\$535,000.00
Parcel 11	262 N.W. 10 <sup>th</sup> Street	\$535,000.00
Parcel 12	915 N.W. 3 <sup>rd</sup> Avenue	\$535,000.00
Parcel 13	901 N.W. 3 <sup>rd</sup> Avenue	\$357,000.00
Parcel 14	276 NW 9th Street	\$357,000.00

**EXHIBIT "D"**  
**SIMKINS PROPERTY VALUE**

216 N.W. 12 <sup>th</sup> Street	\$698,000.00
234 N.W. 12 <sup>th</sup> Street	\$488,000.00
242 N.W. 12 <sup>th</sup> Street	\$488,000.00
155 N.W. 10 <sup>th</sup> Street	\$925,000.00

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the



**EXHIBIT "E"**  
**CRA PERMITTED EXCEPTIONS**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "F"**  
**SIMKINS PERMITTED EXCEPTIONS**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "G"**  
**SIMKINS LEASES**

PROPERTY ADDRESS: 155 NW 10<sup>th</sup> Street, Miami, FL 33136

LANDLORD: 155 NW 10<sup>TH</sup> Street LLC

<u>Unit #</u>	<u>BD/BA</u>	<u>Status</u>	<u>Rent</u>	<u>Deposit</u>	<u>Lease Date</u>
155-1	2/1	Leased	\$1,350	\$1,900	9/30/20
155-2	1/1	Leased	\$1,100	\$1,100	2/28/20
155-3	2/1	Vacant			
155-4	2/1	Leased	\$1,350	\$1,350	3/31/20
155-5	1/1	Leased	\$1,100	\$950	7/31/20
155-6	2/1	Leased	\$1,350	\$1,350	11/30/20
155-7	2/1	Leased	\$1,400	\$2,800	5/31/20
155-8	1/1	Leased	\$1,050	\$1,600	2/28/20
155-9	2/1	Leased	\$1,375	\$1,950	1/31/18

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "H"**

**CRA LEASES**

NONE

**EXHIBIT "I"**  
**CRA SERVICE CONTRACTS**

NONE

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "J"**  
**SIMKINS DEED**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the



**EXHIBIT "K"**  
**SIMKINS ASSIGNMENT OF INTANGIBLES**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "L"**  
**SIMKINS BILL OF SALE**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "M"**  
**SIMKINS ASSIGNMENT OF LEASES**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "N"**  
**SIMKINS NON-FOREIGN**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

FIRPTA AFFIDAVIT

STATE OF FLORIDA )
) ss.
COUNTY OF \_\_\_\_\_ )

BEFORE ME, personally appeared Michael Simkins (the "Affiant") who by me being first duly sworn, on oath, deposes and states:

1. That the Affiant, is the Manager of 216 NW 9th Street Holdings LLC, 155 NW 10th Street, LLC, Lion 1034, LLC and Lion 12th & 3rd, LLC, all Florida limited liability companies ("Transferor") the owner of the following described property, located in Miami-Dade County, Florida, to-wit:

Lot 3, Block 35 of NORTH, CITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

AND

Lots 5 & 6, Block 10, of SOST'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book B, Page 27, of the Public Records of Miami-Dade County, Florida.

AND

South 50 feet of the North 100 feet of Lots 1 & 2 Block 14 of North City of Miami, as recorded in Plat Book B at Page 41, of the Public Records of Miami-Dade County, Florida.

2. The Affiant has knowledge of the affairs of the Transferor.

3. That in accordance with Section 1445 of the Internal Revenue Code, which provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person or entity to inform the Southeast Overtown/Park West Community Redevelopment Agency (the "Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by the Transferor, the undersigned certify that:

- a. Transferor is not a foreigner as defined by the Internal Revenue Code.
b. Transferor's Tax Identification Number is \_\_\_\_\_.
c. The Transferor's mailing address is: 819 N.W. 2nd Avenue, Third Floor, Miami, FL 33136.
d. The Transferor is not a disregarded entity.
e. This Paragraph 3 is executed and delivered for the purposes of complying with the requirements of Internal Revenue Code Section 1445.

f. The undersigned understand that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

4. That this Affidavit is made to induce Transferee to purchase the subject property.

5. That this Affidavit is made and given by the Affiant with full knowledge of applicable laws of the State of Florida regarding sworn statements, affidavits, and the penalties and liabilities resulting from false statements and misrepresentations therein.

216 NW 9th Street Holdins, LLC  
155 NW 10th Street Holdings, LLC  
Lion 1034, LLC  
Lion 12th & 3rd, LLC

By:  
Michael Simkins, Manager

STATE OF FLORIDA )

) ss.

COUNTY OF Miami-Dade )

SWORN TO AND SUBSCRIBED BEFORE ME, this\_day of December, 2019, by Michael Simkins, as Manager of the 216 NW 9th Street Holdings LLC, 155 NW 10th Street, LLC, Lion 1034 LLC, and Lion 12th & 3rd Ave, LLC, on behalf of the companies.

o

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the



**EXHIBIT "O"**  
**CRA DEED**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "P"**  
**CRA ASSIGNMENT OF INTANGIBLES**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "O"**  
**CRA BILL OF SALE**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "R"**  
**CRA ASSIGNMENT OF CONTRACTS**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "S"**  
**CRA ASSIGNMENT OF LEASES**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

**EXHIBIT "T"**  
**CRA NON-FOREIGN**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

FIRPTA AFFIDAVIT

STATE OF FLORIDA )
) ss.
COUNTY OF \_\_\_\_\_ )

BEFORE ME, personally appeared Cornelius Shiver (the "Affiant") who by me being first duly sworn, on oath, deposes and states:

6. That the Affiant, is the Executive Director of the Southeast Overtown/Park West Community Redevelopment Agency, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes ("Transferor") the owner of the following described property, located in Miami-Dade County, Florida, to-wit:

Lot 25, 32 and the North 15.62 feet of Lot 33, Block 26 of P.W. White's Resubdivision of Blocks No. 16-26 and 36 North of the City of Miami, as recorded in Plat Book B, Page 34, of the Public Records of Miami-Dade County, Florida.

7. The Affiant has knowledge of the affairs of the Transferor.

8. That in accordance with Section 1445 of the Internal Revenue Code, which provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person or entity to inform Overtown Associates, LLC (the "Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by the Transferor, the undersigned certify that:

- a. Transferor is not a foreigner as defined by the Internal Revenue Code.
b. Transferor's Tax Identification Number is \_\_\_\_\_.
c. The Transferor's mailing address is: 819 N.W. 2nd Avenue, Third Floor, Miami,
d. The Transferor is not a disregarded entity.
e. This Paragraph 3 is executed and delivered for the purposes of complying with the requirements of Internal Revenue Code Section 1445.
f. The undersigned understand that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

FL 33136.

9. That this Affidavit is made to induce Transferee to purchase the subject property.

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

10. That this Affidavit is made and given by the Affiant with full knowledge of applicable laws of the State of Florida regarding sworn statements, affidavits, and the penalties and liabilities resulting from false statements and misrepresentations therein.

SOUTHEAST OVERTOWN / PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY

By:

Cornelius Shiver, Executive Director

STATE OF FLORIDA )

) ss.

COUNTY OF Miami-Dade )

SWORN TO AND SUBSCRIBED BEFORE ME, this\_ day of December, 2019, by Cornelius Shiver, as Executive Director of the Southeast Overtown / Park West Community Redevelopment Agency, on behalf of the Agency.

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the



**EXHIBIT "U"**  
**SIMKINS PROJECT**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the



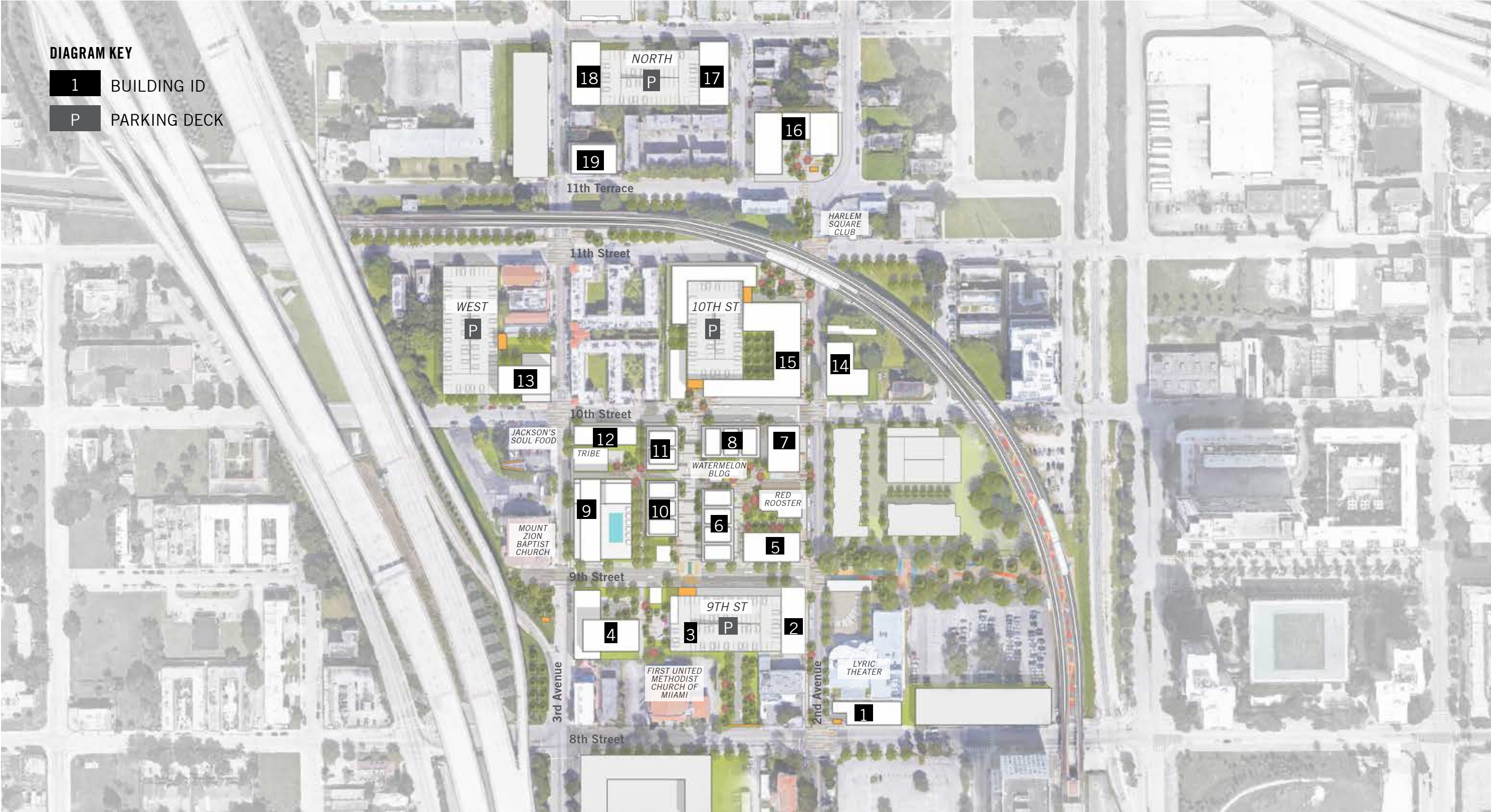
# OVERTOWN AERIAL



Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the



# DEVELOPMENT METRICS



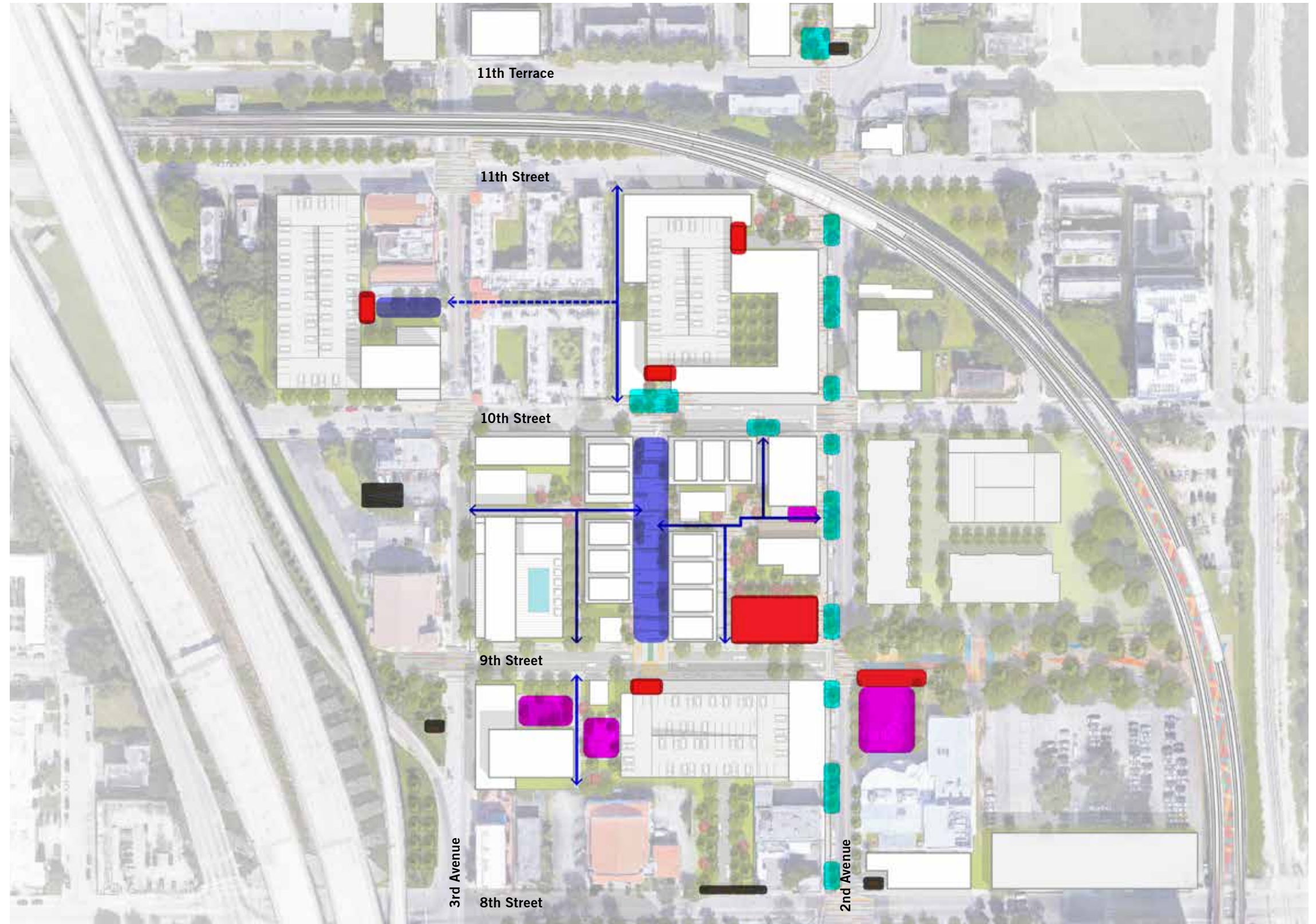
Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the



# OVERTOWN VISION

## DIAGRAM KEY

- ART & PERFORMANCE
- ALLEYS & COURTS
- LANDSCAPE PARKLETS
- SPECIAL STRUCTURES
- THRESHOLDS & MARKERS



0' 200'



# DESIGN FRAMEWORK DIAGRAM



# DISTRICT RESILIENCE

## DIAGRAM KEY

- ADAPTIVE RE-USE PROJECTS
- REVITALIZED CULTURAL ELEMENTS
- PHOTOVOLTAIC POTENTIAL
- GREEN ROOFS
- GREEN SPACES + PARKLETS



**EXHIBIT "X"**  
**CONSTRUCTION PARTICIPATION REPORTS**

Attachment: File # 6948- Back up (6948 : Resolution authorizing of the Real Property Exchange Agreement by the execution and between the

SEOPW Board of Commissioners Meeting  
December 16, 2019

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
INTER-OFFICE MEMORANDUM**

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To: Board Chair Keon Hardemon      Date: December 10, 2019    File: 6950  
and Members of the CRA Board

Subject: Resolution authorizing additional  
funding to Town Park Plaza South,  
Inc., in the amount of \$1,602,65

From: Cornelius Shiver  
Executive Director

Enclosures: File # 6950- Back up

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**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) authorizes additional funding to Town Park Plaza South, Inc. (“TPPS”), in an amount not to exceed \$1,602,658.00, to underwrite costs associated with the completion of the rehabilitation of 116 affordable housing units at Town Park Plaza South located at 1798 N.W. 7<sup>th</sup> Avenue, Miami, Florida 33136 (Folio #: 01-3136-066-0001) (“Project”).

On June 29, 2015, the Board of Commissioners, by Resolution No. CRA-R-15-0025, authorized a grant, in an amount not to exceed \$10,000,000.00 for the Project. On July 25, 2016, the Board of Commissioners, by Resolution No. CRA-R-16-0037, authorized additional funding in an amount not to exceed \$3,500,000.00 for a total of \$13,500,000.

The Project is 70% complete, however, additional funding is needed to finalize the Project primarily due to increased relocation costs as a result of limited housing availability and increased rental expenses. Also, this additional funding request represents less than 15% of the total budget for the Project. In most cases, the CRA allocates a 15% contingency, but in this instance, the CRA did not allocate a 15% contingency due to budgetary constraints. This additional funding request is within that 15% contingency range.

Therefore, TPPS seeks additional funding in the amount of \$1,602,658.00, for a total overall grant amount of \$15,102,658.00, which will be sufficient to complete the remaining 30% of the Project, without further funding requests of the CRA. Completion of the Project ultimately increases the affordable housing stock in the Redevelopment Area.

**JUSTIFICATION:**

Florida Statutes, Section 163.335(6) of the Community Redevelopment Act found and declared that there exists “... a severe shortage of housing affordable to residents of low or moderate income, including the elderly... [and] such condition[s] affect the health, safety and welfare of the residents ... and retards their growth and economic and social development ....”



Section 2, Goal 3, on page 11 of the 2009 Southeast Overtown/Park West Community Redevelopment Plan ("Plan") lists the "creati[on of] infill housing, diversity in housing types, and retaining affordable housing," as a stated redevelopment goal.

Section 2, Principle 2, on page 14 of the Plan also provides that "the neighborhood has to retain access to affordable housing even as the neighborhood becomes more desirable to households with greater means" as a stated redevelopment principle.

Section 2, Principle 3, on page 14 of the Plan further provides that "there must be variety in housing options" as a stated redevelopment principle.

**FUNDING:**

\$1,602,658.00 allocated from two funding sources as follows: (1) \$478,255.60 allocated from the SEOPW CRA Bond Series 2014, and (2) \$1,124,402.40 allocated from the SEOPW CRA Tax Increment Fund, entitled "Other Grants and Aids" Account No. 10050.920101.883000.0000.00000.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:**            **December 16, 2019**

**CRA Section:**

**Brief description of CRA Agenda Item:**

Resolution authorizing additional funding to Town Park Plaza South, Inc in an amount not to exceed \$1,602,658.00, for the completion of the affordable housing rehabilitation project at Town Park Plaza South.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: 10050.920101.883000.0000.00000    Amount:\$1,602,658.00		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments: Additional funding derives from SEOPW CRA Bond Series 2014 (\$478,255.60) and SEOPW CRA 2019 Tax Increment Revenues (\$1,124,402.40).

Approved by:



Cornelius Shiver, Executive Director 12/10/2019

Approval:



Miguel A Valentin, Finance Officer 12/10/2019



# Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 6950**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING ADDITIONAL FUNDING TO TOWN PARK PLAZA SOUTH, INC. IN AN AMOUNT NOT TO EXCEED \$1,602,658.00 FOR THE COMPLETION OF THE AFFORDABLE HOUSING REHABILITATION PROJECT AT TOWN PARK PLAZA SOUTH; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; ALLOCATING FUNDS FROM THE SEOPW CRA BOND SERIES 2014 AND THE SEOPW CRA, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Section 163.335(6), Florida Statutes, found and declared that there exists "... a severe shortage of housing affordable to residents of low or moderate income, including the elderly... [and] such condition[s] affect the health, safety and welfare of the residents ... and retards their growth and economic and social development ...."; and

WHEREAS, Section 2, Goal 3, on page 11 of the Plan lists "creating infill housing, diversity in housing types, and retaining affordable housing" as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 2, on page 14 of the Plan also provides that "the neighborhood has to retain access to affordable housing even as the neighborhood becomes more desirable to households with greater means" as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 3, on page 14 of the Plan further provides that "there must be variety in housing options" as a stated redevelopment principle; and

WHEREAS, Town Park Plaza South, Inc. ("TPPS") requests additional funding in an amount not to exceed \$1,602,658.00, to underwrite costs associated with the completion of the rehabilitation of 116 affordable housing units at Town Park Plaza South, located at 1798 N.W. 7<sup>th</sup> Avenue, Miami, Florida 33136 (Folio #: 01-3136-066-0001) ("Project"); and

WHEREAS, on June 29, 2015, pursuant to Resolution No. CRA-R-15-0025, the Board of Commissioners authorized a grant in the amount of \$10,000,000.00 for the Project; and

WHEREAS, on July 25, 2016, the Board of Commissioners, by Resolution No. CRA-R-16-0037, authorized additional funding in an amount not to exceed \$3,500,00.00 for a total of \$13,500,000.00; and

WHEREAS, the Project is 70% complete, however, additional funding is needed to finalize the Project primarily due to increased relocation costs as a result of limited housing availability and increased rental expenses. Also, this additional funding request represents less than 15% of the total budget for the Project. In most cases, the SEOPW CRA allocates a 15% contingency, but in this instance, the SEOPW CRA did not allocate a 15% contingency due to budgetary constraints. This additional funding request is within that 15% contingency range; and

WHEREAS, TPPS seeks additional funding in the amount of \$1,602,658.00, for a total overall grant amount of \$15,102,658.00, which will be sufficient to complete the remaining 30% of the Project, without further funding requests of the SEOPW CRA. Completion of the Project ultimately increases the affordable housing stock in the Redevelopment Area; and

WHEREAS, the Board of Commissioners wishes to authorize additional funding to TPPS, in an amount not to exceed \$1,602,658.00, to underwrite costs associated with the completion of the Project; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the aforementioned redevelopment goals and objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes additional funding to Town Park Plaza South, Inc. in an amount not to exceed \$1,602,658.00, to underwrite costs associated with the completion of the affordable housing rehabilitation project at Town Park Plaza South, located at 1798 N.W. 7<sup>th</sup> Avenue, Miami, Florida 33136.

Section 3. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 4. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 5. Funds to be allocated from two funding sources as follows: (1) \$478,255.60 allocated from the SEOPW CRA Bond Series 2014, and (2) \$1,124,402.40 allocated from the SEOPW CRA Tax Increment Fund, entitled "Other Grants and Aids" Account No. 10050.920101.883000.0000.00000.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Cornelius Shiver, Executive Director 12/10/2019



Dec. 9, 2019

Mr. Brian Zeltsman  
Director of Architecture  
Southeast Overtown / Park West  
Community Redevelopment Agency  
819 NW 2<sup>nd</sup> Ave  
Miami, Florida 33136

RE: Town Park Plaza South  
Notice of Delay

Mr. Zeltsman,

As you are aware, to date HACC has experienced a total of 660 days delay. 403 days are concurrent, resulting in 257 days which directly impact the critical path of completion for this project. In order to expedite the completion, HACC has combined the remaining two phases (4 and 5) into one Final phase. Below is a list detailing the delays incurred to date.

These delays affect not only our construction schedule but also our relocation allowance. Our relocation costs have increased due to these delays. The amount of time spent moving residents and occupying the temporary housing has exceeded the schedule time allowances for these activities.

As identified below the delays were beyond the control of the contractor. Causes include but are not limited to, the City of Miami, the lack of cooperation with the residents', (reluctance to move out for the repairs and occupy temporary housing), Weather (Hurricanes) and the additional change order work requested by the owner, has impacted the cost of this allowance.

The construction change orders presented to you represent change in the scope of work by the request of the City of Miami Building Department, or the owner (TPPS). The cost increase of the construction related change orders fell within the budgeted contingency set forth by the CRA. The costs for tenant relocation has exceeded the allowance for the project.

Regards,  
H.A. Contracting Corp.

Henry Angelo IV  
Project Executive

Attachment: File # 6950- Back up (6950 : Resolution authorizing additional funding to Town Park Plaza South, Inc., in the amount of \$1,602,65)





**Hurricane Irma Delay**

September 8, 2017 all construction site required to shut down due to Hurricane Irma

September 10, 2017 Hurricane Irma make landfall

September 13, 2017 Hurricane Irma Clear of Florida

Hurricane Irma caused widespread power outages (75% of the State) construction work was put on hold until all conditions where safe.

November 6, 2017 construction work starts again

**Total Approximate Delays Days ----- 61 Days**

**Structural Plans and Permit Delay**

July 10, 2019 – H.A. Contracting discovers that buildings 6,7,8,9,10 have very deteriorated wood rafters and that all rafters are not correctly anchored to the existing tie beam. This requires a replacement and new Structural drawings to be created.

August 24, 2017 – HA Contracting completes new structural plans and prepares for submission to the City of Miami

November 2017 revision approved.

**Total Delay Days----- 119 Days**

**Structural Wood Repair Work**

The additional structural repair work is causing approximately an additional 10 Days per Building for completion of work and inspections.

Total 16 Buildings total days 160 Additional Days

**Total Delay Days ----- 160 Days**

Attachment: File # 6950- Back up (6950 : Resolution authorizing additional funding to Town Park Plaza South, Inc., in the amount of \$1,602,65)





### **New Site Lighting Requirement by the City of Miami**

At the completion of the first 5 Buildings, the City Required the Owner to provide new site lighting for the entire project. This was not indicated or required in the permitted drawings. As a consequence, the City refused to issue Temporary Certificates of Occupancy for the completed units which would allow the tenants to move back into their homes.

May 10<sup>th</sup> – Electrical Inspectors Fails TCO Finals for Building 6 and 9. Electrical inspector wants all new exterior lights.

May 20, 2018 Site Lighting Design Commences

July 25, 2019 – Site Lighting Design Completed

November 14, 2018 - Site Lighting Permit Issued

**Total Delay Days ----- 188 Days**

### **City of Miami Permit and TCO Delay**

H.A. Contracting was notified March 15, 2019 that the City of Miami had put our permit on hold. This was due to Temporary Certificate of Occupancy Fee of \$82,500.00.

This City of Miami would not allow inspection to take place until this was cleared up. After numerous meeting with the city the permit hold was release June 13, 2019.

**Total Delay Days----- 90 Days**

Attachment: File # 6950- Back up (6950 : Resolution authorizing additional funding to Town Park Plaza South, Inc., in the amount of \$1,602,65)



### Town Park Resident Delays

On average H.A. Contracting experience approximately 2 Weeks of delays per move due to resident's reluctance to move out or to move back into there new units. This causes a domino effect and holds HACC from proceeding with construction on units that are empty. HACC can not proceed with construction until an entire building is emptied. If one resident refuse to move this will hold up construction for an entire building

Currently we have had 3 phases and have experience approximately 6 weeks of delays/42 days.

**Total Delay Days----- 42 Days**

Attachment: File # 6950- Back up (6950 : Resolution authorizing additional funding to Town Park Plaza South, Inc., in the amount of \$1,602,65)



**H.A. Contracting Corp.**  
providing quality construction services

**Town Park Plaza South**  
**Change Order Log Summary**

11/12/2019

Amendment I GMP	\$	3,348,954.15
Amendment II GMP	\$	9,718,749.80
OWNER CONTINGENCY		
<b>TOTAL ORIGINAL CONTRACT SUM</b>	<b>\$</b>	<b>13,067,703.95</b>

**H.A. Original Contract**                      **Amendment II GMP**      **\$**      **9,718,749.80**

Change Order 1	TAX SAVINGS	\$	(75,000.00)
	Contract Sum to Date	\$	9,643,749.80
Change Order 2	Site Lighting Design	\$	20,531.25
	Sum of Previous Change Orders	\$	(75,000.00)
	Contract Sum to Date	\$	9,664,281.05
Change Order 3	Site Work	\$	82,357.14
	Sum of Previous Change Orders	\$	(54,468.75)
	Contract Sum to Date	\$	9,746,638.19
Change Order 4	Site Lighting	\$	177,738.00
	Sum of Previous Change Orders	\$	27,888.39
	Contract Sum to Date	\$	9,924,376.19
Change Order 5	Site Work Credit	\$	(82,537.14)
	Sum of Previous Change Orders	\$	205,626.39
	Contract Sum to Date	\$	9,841,839.05
Change Order 6	Site Drainage Credit	\$	(90,000.00)
	Sum of Previous Change Orders	\$	123,089.25
	Contract Sum to Date	\$	9,751,839.05
Change Order 7	Site Paving Credit	\$	(90,000.00)
	Sum of Previous Change Orders	\$	33,089.25

Attachment: File # 6950- Back up (6950 : Resolution authorizing additional funding to Town Park Plaza South, Inc., in the amount of \$1,602,65)



	Contract Sum to Date	\$	9,661,839.05
Change Order 8	Wheel Chair Revision	\$	50,557.79
	Sum of Previous Change Orders	\$	(56,910.75)
	Contract Sum to Date	\$	9,712,396.84
Change Order 9	Building 4 Site Electrical Upgrades	\$	37,691.00
	Sum of Previous Change Orders	\$	(6,352.96)
	Contract Sum to Date	\$	9,750,087.84
Change Order 10	Site Lighting Concrete Upgrade	\$	100,000.00
	Sum of Previous Change Orders	\$	31,338.04
	Contract Sum to Date	\$	9,850,087.84
Change Order 11	Wood Repair Allowance Increase	\$	150,000.00
	Sum of Previous Change Orders	\$	131,338.04
	Contract Sum to Date	\$	10,000,087.84
Change Order 12	Relocation Allowance Increase	\$	1,703,616.00
	Sum of Previous Change Orders	\$	281,338.04
	Contract Sum to Date	\$	11,703,703.84
Change Order 13	Acceleration Schedule Increase- Allowance	\$	50,000.00
	Sum of Previous Change Orders	\$	1,984,954.04
	Contract Sum to Date	\$	11,753,703.84
	<b>REVISED AMENDMENT II GMP</b>	\$	<b>11,753,703.84</b>
	<b>AMENDMENT I GMP</b>	\$	<b>3,348,954.15</b>
	<b>REVISED TOTAL CONTRACT SI</b>	\$	<b>15,102,657.99</b>
	<b>AMOUNT PAID THRU PAY APP 50</b>	\$	<b>10,153,958.68</b>
	<b>PROJECTED BALANCE</b>	\$	<b>4,948,699.31</b>

Attachment: File # 6950- Back up (6950 : Resolution authorizing additional funding to Town Park Plaza South, Inc., in the amount of \$1,602,65)

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
INTER-OFFICE MEMORANDUM**

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To: Board Chair Keon Hardemon      Date: December 10, 2019    File: 6951  
and Members of the CRA Board

Subject: Resolution authorizing the issuance of  
a grant to Urban Philanthropies, Inc.,  
in an amount not to ex

From: Cornelius Shiver  
Executive Director

Enclosures: File # 6951- Back up

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**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") authorizes a grant to Urban Philanthropies, Inc., in an amount not to exceed \$154,000.00, to underwrite costs associated with renovations to The Urban.

The Urban, located at 1000 NW 2<sup>nd</sup> Avenue, Miami, FL 33136, is a food and entertainment venue that promotes economic development in the community and assists in the highlighting of Overtown's Cultural and Entertainment District. The Urban currently employs over five (5) Overtown residents, and the requested funding would allow it to employ five (5) additional personnel.

Grant funds for this project will be used for electrical, water, and plumbing improvements, furniture and fixtures, and an AstroTurf ground covering. Also, funding will allow for the construction of various interior structures that will be utilized by small businesses to offer food and other goods.

Notably, during the Super Bowl week in February 2020, The Urban will host the Tom Joyner farewell tribute. This tribute will bring in nationally acclaimed artists along with Tom Joyner himself. This event will be unique because it is the only event of its kind nationally and will highlight not only The Urban but Black Archives, Ward Rooming House, the Overtown Performing Arts Center, A Space Called Tribe, and Red Rooster Overtown. This program will undoubtedly receive national attention during Super Bowl week and will be a significant platform for the Redevelopment Area as a whole.

It is the recommendation of the SEOPW CRA that the Board of Commissioners authorize the issuance of a grant to Urban Philanthropies, Inc., in an amount not to exceed \$154,000.00, to underwrite the costs associated with the renovations to The Urban.

**JUSTIFICATION:**

Pursuant to Section 163.340(9), Florida Statutes, community redevelopment means "undertakings, activities, or projects of a ... community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight...."

Section 2, Goals 4 and 6, on page 11 of the 2009 Southeast Overtown/Park West Community Redevelopment Agency Plan (“Plan”) lists the “creati[on of] jobs within the community” and “[i]mproving quality of life for residents” as stated redevelopment goals.

Section 2, Principle 4, on page 14 of the Plan provides that “employment opportunities be made available to existing residents ...” as a stated redevelopment principle.

Further, Section 2, Principle 6, on page 15 of the Plan provides that to “address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses[,] ... [it is necessary to] support and enhance existing businesses and ... attract new businesses that provide needed services and economic opportunities ....”

Section 2, Goal 5, on page 11 of the Plan lists the “[p]romotion and marketing of the community” and “[e]xpanding the tax base” as stated redevelopment goals.

Section 2, Principles 6 and 14, on pages 15-16 of the Plan list the promotion of “local cultural events, institutions, and businesses,” and “restor[ing] a sense of community and unify[ing] the area culturally,” as stated redevelopment principles.

**FUNDING:**

The funding for this project is subject to the availability of SEOPW CRA funds.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:**            **December 16, 2019**

**CRA Section:**

**Brief description of CRA Agenda Item:**

Authorizing the issuance of a grant to Urban Philanthropies, Inc. in an amount not to exceed \$154,000.00 to underwrite costs associated with renovations to The Urban, a food and entertainment venue located at 1000 NW 2<sup>nd</sup> Avenue, Miami, FL 33136.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: 10050.920101.883000.0000.00000    Amount: \$ 154,000.00		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:	\$	
Balance in the line item:	\$	
Amount needed in the line item:	\$	
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:

Approved by:



Cornelius Shiver, Executive Director 12/10/2019

Approval:



Miguel A Valentin, Finance Officer 12/10/2019





# Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 6951**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING A GRANT TO URBAN PHILANTHROPIES, INC., IN AN AMOUNT NOT TO EXCEED \$154,000.00, TO UNDERWRITE COSTS ASSOCIATED WITH RENOVATIONS TO THE URBAN, A FOOD AND ENTERTAINMENT VENUE LOCATED AT 1000 NW 2ND AVENUE, MIAMI, FLORIDA 33136; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; FUNDING SUBJECT TO THE AVAILABILITY OF SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY FUNDS.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out Community Redevelopment activities and projects within its redevelopment area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan (“Plan”); and

WHEREAS, under Florida Statutes, Section 163.340(9) of the Community Redevelopment Act, “community redevelopment means projects of a ... community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slum and blight”; and

WHEREAS, Section 2, Goals 4 and 6, on page 11 of the 2009 Southeast Overtown/Park West Community Redevelopment Agency Plan (“Plan”) lists the “creati[on of] jobs within the community” and “improving the quality of life for residents” as stated redevelopment goals; and

WHEREAS, Section 2, Principle 4, on page 14 of the Plan provides that “employment opportunities be made available to existing residents...” as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 6, on page 15 of the Plan provides that to “address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses[,] ... [it is necessary to] support and enhance existing businesses and ... attract new businesses that provide needed services and economic opportunities ...”; and

WHEREAS, Section 2, Goal 5, on page 11 of the Plan lists the “[p]romotion and marketing of the community” and “[e]xpanding the tax base” as stated redevelopment goals; and

WHEREAS, Section 2, Principles 6 and 14, on pages 15-16 of the Plan list the promotion of “local cultural events, institutions, and businesses,” and “restor[ing] a sense of community and unify[ing] the area culturally,” as stated redevelopment principles; and

WHEREAS, The Urban, located at 1000 NW 2<sup>nd</sup> Avenue, Miami, FL 33136, is a food and entertainment venue that promotes economic development in the community and assists in the highlighting of Overtown’s Cultural and Entertainment District. The Urban currently employs over five (5) Overtown residents, and the requested funding would allow it to employ five (5) additional personnel; and

WHEREAS, grant funding for this project will be used for electrical, water, and plumbing improvements, furniture and fixtures, and an AstroTurf ground covering. Also, funding will allow for the construction of various interior structures that will be utilized by small businesses to offer food and other goods; and

WHEREAS, during the Super Bowl week in February 2020, The Urban will host the Tom Joyner farewell tribute. This tribute will bring in nationally acclaimed artists along with Tom Joyner himself. This event will be unique because it is the only event of its kind nationally and will highlight not only The Urban but Black Archives, Ward Rooming House, the Overtown Performing Arts Center, A Space Called Tribe, and Red Rooster Overtown. This program will undoubtedly receive national attention during Super Bowl week and will be a significant platform for the Redevelopment Area as a whole; and

WHEREAS, the Board of Commissioners wishes to authorize the issuance of a grant to Urban Philanthropies, Inc., in an amount not to exceed \$154,000.00, to underwrite the costs associated with renovations to The Urban; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes the issuance of a grant to Urban Philanthropies, Inc., in an amount not to exceed \$154,000.00, to underwrite the costs associated with renovations to The Urban, located at 1000 NW 2<sup>nd</sup> Avenue, Miami, FL 33136.

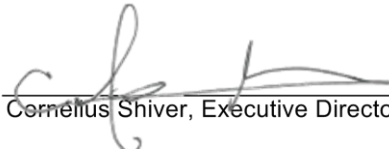
Section 3. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 4. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 5. The funding for this project is subject to the availability of the Southeast Overtown/Park West Community Redevelopment Agency funds.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Cornelius Shiver, Executive Director 12/10/2019



Neal Shiver  
 Executive Director  
 Southeast Overtown/ Park West CRA  
 819 NW 2<sup>nd</sup> Ave  
 3<sup>rd</sup> Floor  
 Miami, Florida 33136

Re: Interim Funding for the Urban Project

Mr. Shiver:

Per our conversation, I am submitting an interim request for \$154,000 of grant funding for The Urban project. As previously noted, Urban Philanthropies has invested over \$800,000 in this project and continues to invest limited amounts to facilitate events at the site. These events promote economic development and help highlight Overtown's entertainment district. Such was the case with last week's 2KPoolparty event when over 3500 patrons came to Overtown. Unlike some events held on South Beach last weekend, this Overtown event was safe and orderly, and it was reported that all had a grand time. Moreover, we noticed that every vendor associated with this event was Black embellishing our mission of promoting Black entrepreneurship.

The request is as follows:

Urban Philanthropies Inc. Request for the Urban Entertainment Village				
Electrical and Fees			\$	36,000.00
Water Plumbing and fees (plus connection fees)			\$	16,000.00
Furniture and Fixtures			\$	15,000.00
Hanger Structure Main Pavillion			\$	11,000.00
Construction, Crane, and anchoring Fees			\$	15,000.00
Sound System			\$	15,000.00
Raw containers (16) and storage (Sound Curtain)			\$	37,000.00
Astro turf ground covering (partial)			\$	9,000.00
			\$	154,000.00



1. Electrical and Fees- Fees for installing electric to side 'A' on our site plan. To include 480 three phase power with transformer box, permits and FPL. This partial installation will allow us to have power to bar, kitchen and dining areas and other areas on side "A."
2. Water Plumbing and fees: This is for plumbing to the kitchen and bar and assumes hook up to existing services.
3. Furniture and Fixtures: To include bar and patio lighting that will allow us to open our bar for happy hour and other small events.
4. Hanger Structure Main Pavilion: This structure will connect and enclose our bar with the kitchen and dining boxes proposed for "Goodbread Alley" a new concept of Lil Greenhouse Grill to be housed at The Urban.
5. Construction Hanger and anchoring fees are general contracting fees for above.
6. Sound System- For streaming music and microphone for patio/pavilion area.
7. Raw container sound curtain- We proposed to buy 16 raw and unfinished shipping containers as a sound barrier to apartments on either side of the event area or Side "B."

We deem this to be necessary in order to accommodate events after 10:30 pm on Side B. In addition, these raw containers will serve as storage for the site and an art project for local school children. The may also be used for some 'pop-up' market type events where appropriate.

8. This will purchase about 2,500 square feet of Astro turf at approximately 3.50 per sq. ft. with padding. This will cover 1,480 square feet of ground between the bar and the Kitchen, dining bar with the remaining covering the outside eating area proposed by Goodbread Alley.



We are currently employing or causing to be employed 2 maintenance persons with 3 additional part time workers, and several security personnel from Overtown. This would allow us to employ another 5 bar tenders along with the personnel that Goodbread Alley plans to hire.

I'd like to take this opportunity to thank you for your consideration. I believe that The Urban holds significant promise of becoming one of Overtown's premier venues in the Entertainment District.

Sincerely,

Philip Bacon  
President  
Urban Philanthropies, Inc.



## Attachments

1. Electrical Plans
2. Water and Plumbing Plans
3. Presentation Boards
4. Construction Hanger Main Pavilion Plans
5. Container Noise Screen

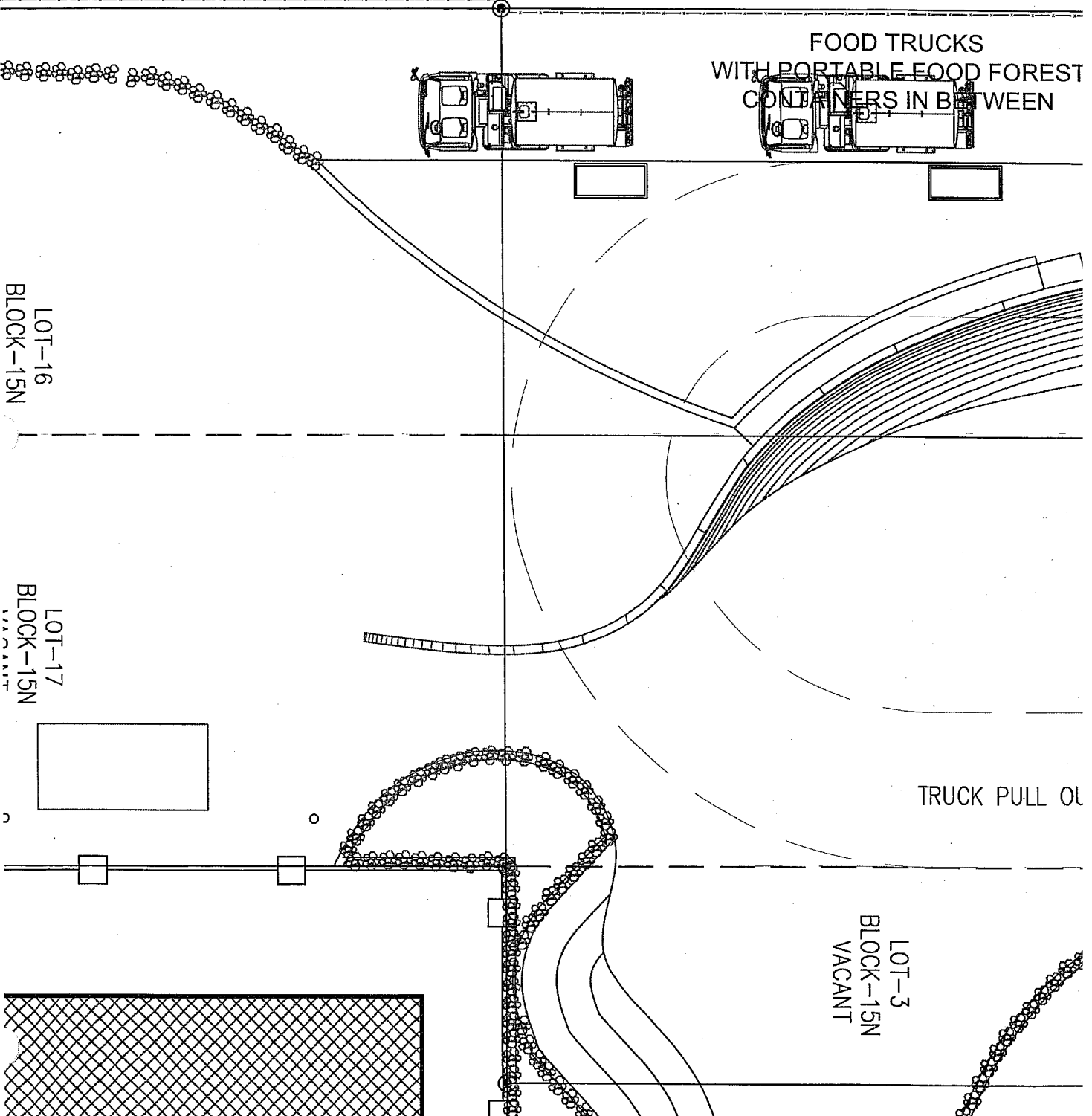




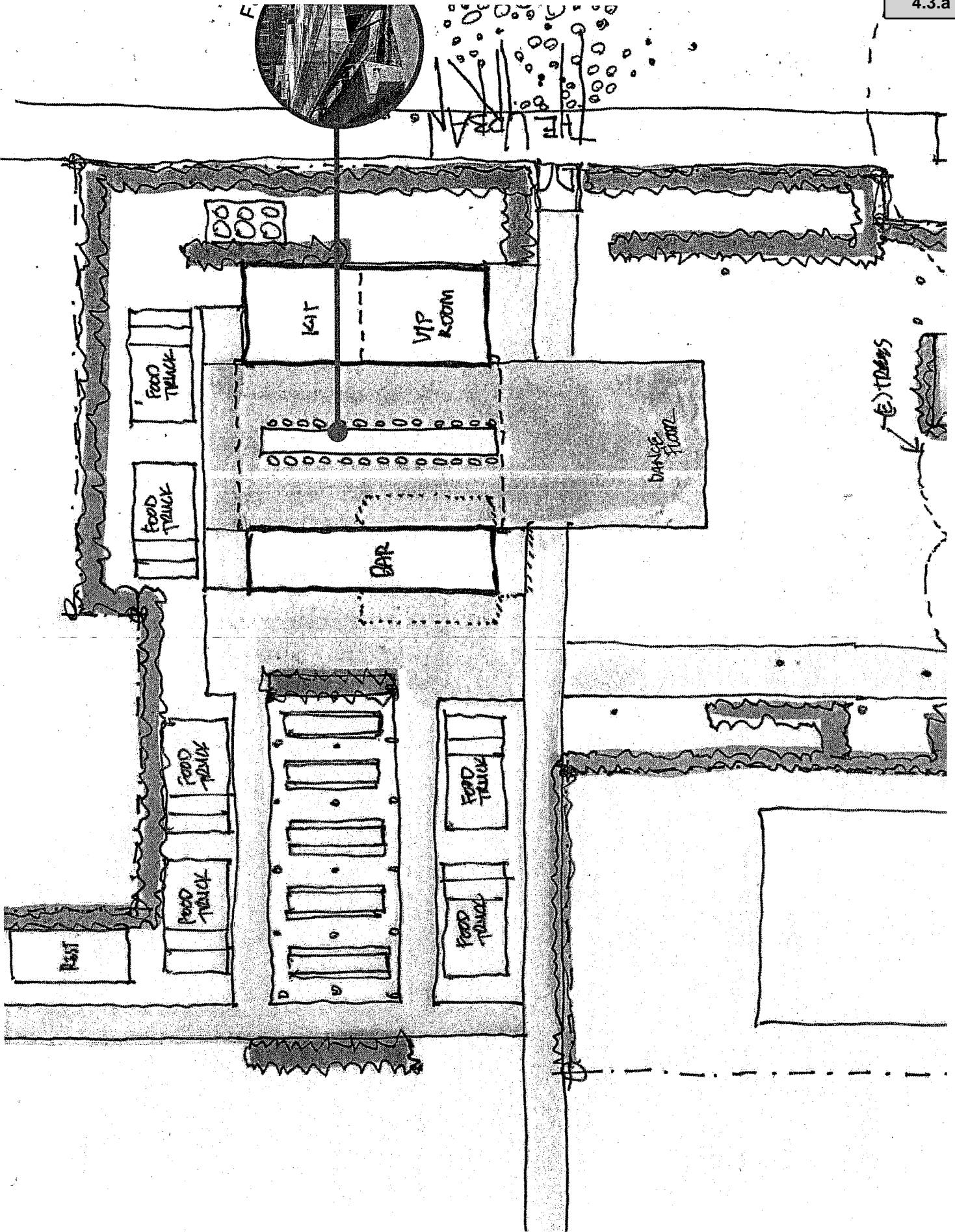
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WS4.10	SPEC.
WS2.17	CROSS
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<b>WS</b>	
<b>2.16</b>	
SHEET 2 OF 4	

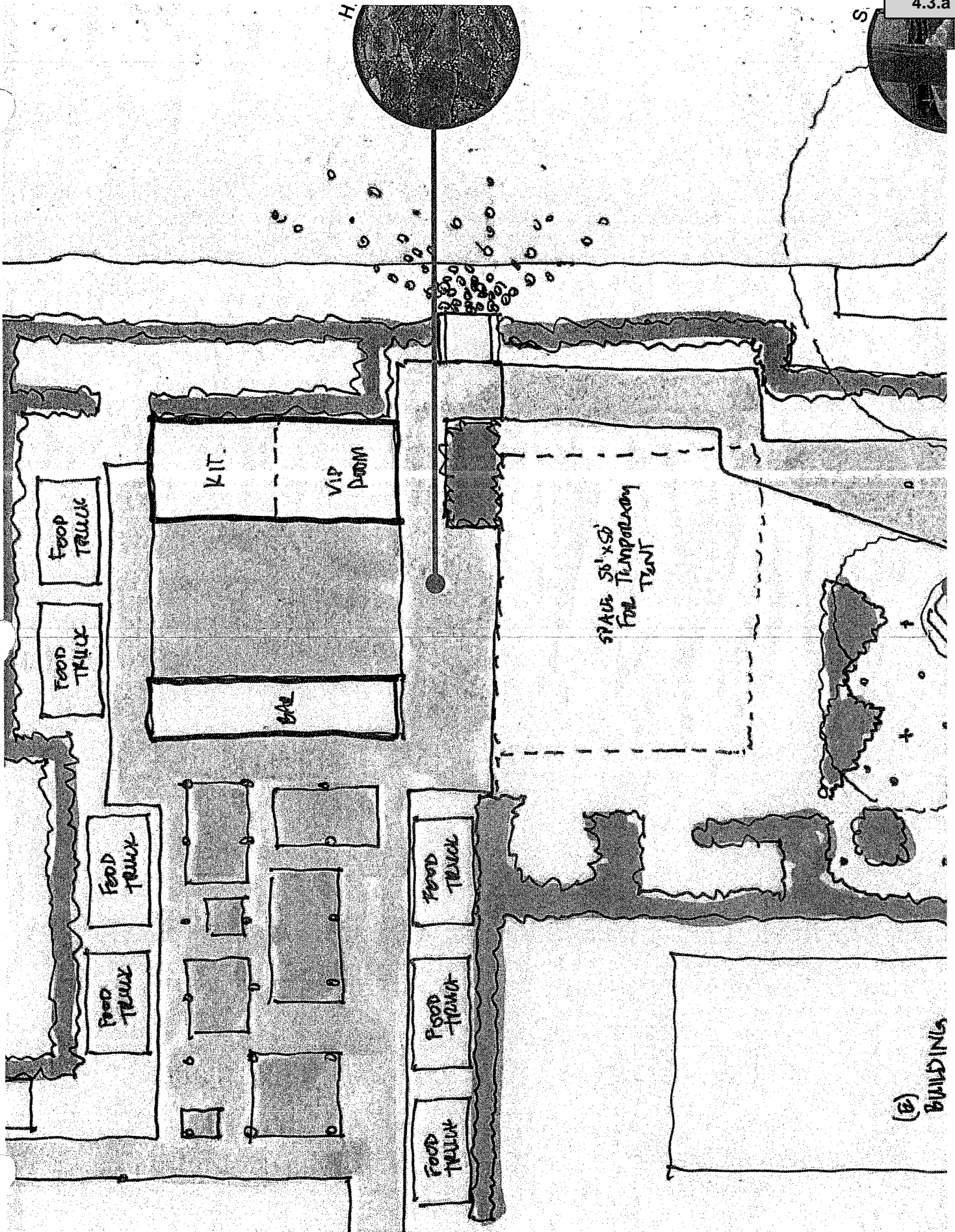


Attachment: File # 6951- Back up (6951 : Resolution authorizing the issuance of a grant to Urban Philanthropies, Inc., in an amount not to ex



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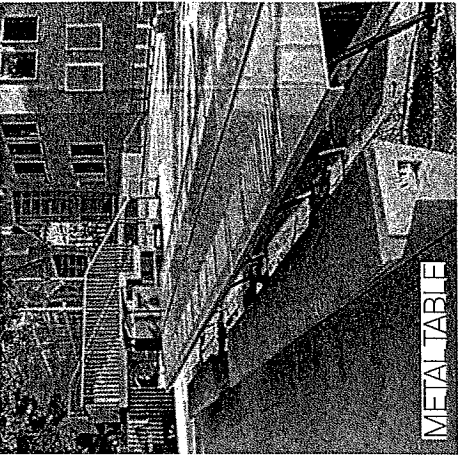
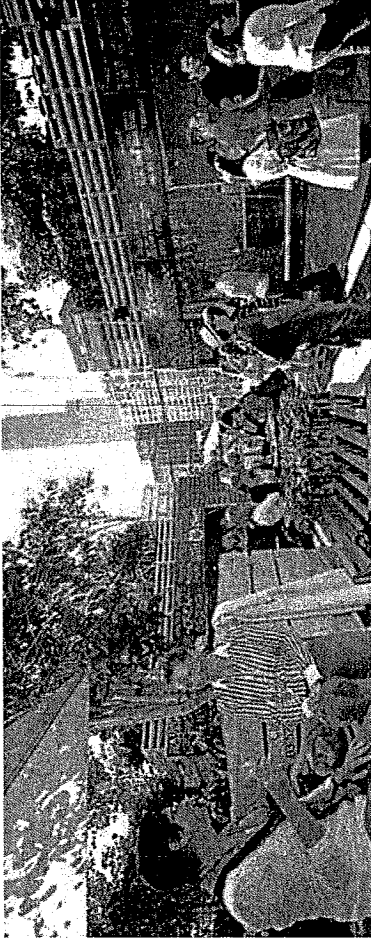
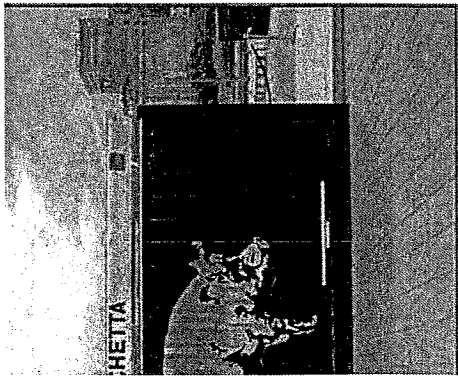
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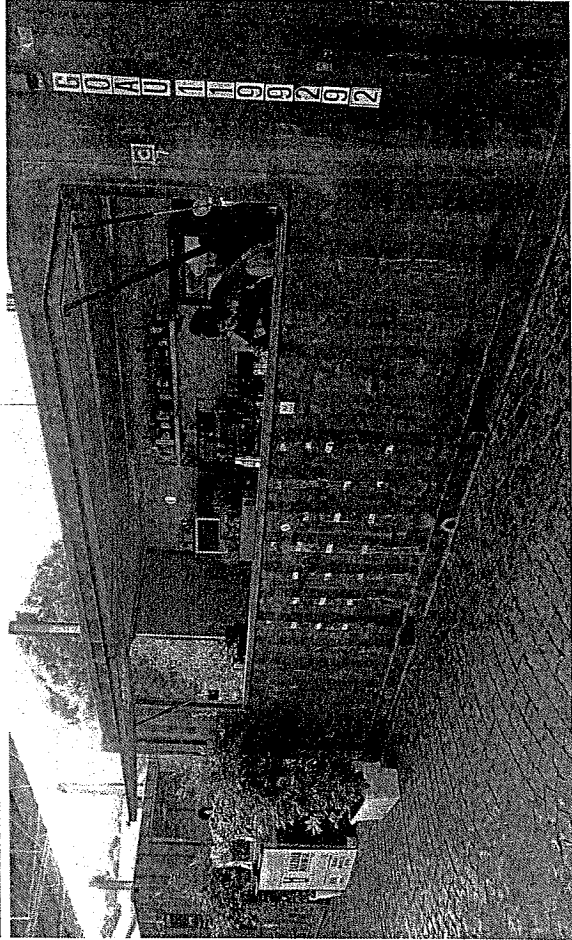
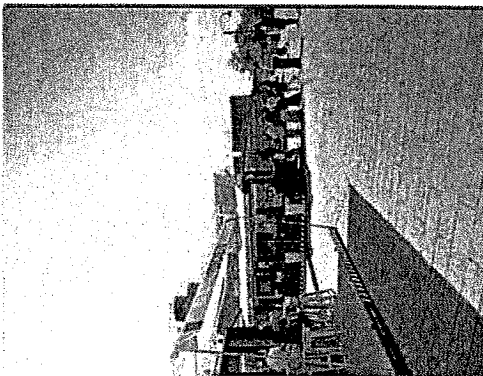
# USE RECYCLED CONCRETE

RS

FURNITURE



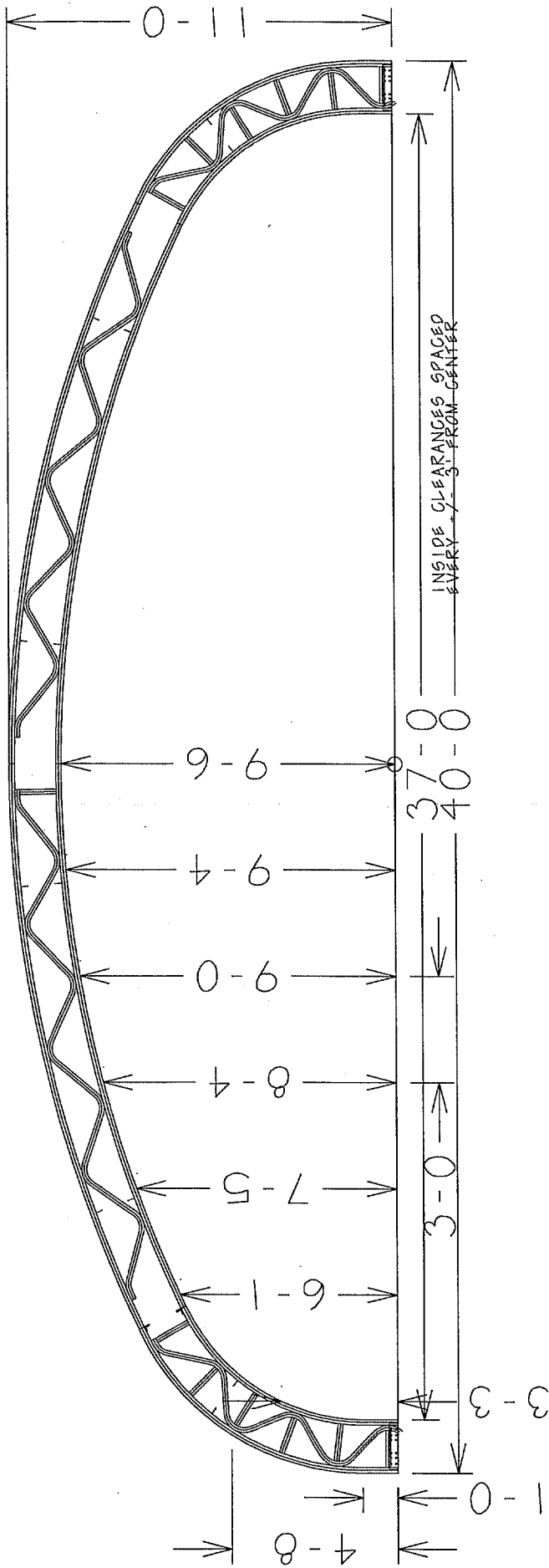
METAL TABLE



LOG TABLE WITH STUMP CHAIRS

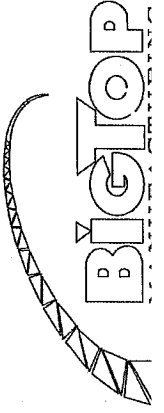
CLIANF CONSULTING INC

Attachment: File # 6951- Back up (6951 : Resolution authorizing the issuance of a grant to Urban Philanthropies, Inc., in an amount not to ex)



DRAWN BY: GEORGE PRIDGEON  
 DATE: 10-12-10  
 ELEV: URBAN PHILANTHROPIES  
 REQUESTED BY: URBAN PHILANTHROPIES  
 ENGINEER:

URBAN PHILANTHROPIES  
 40X39-6X11

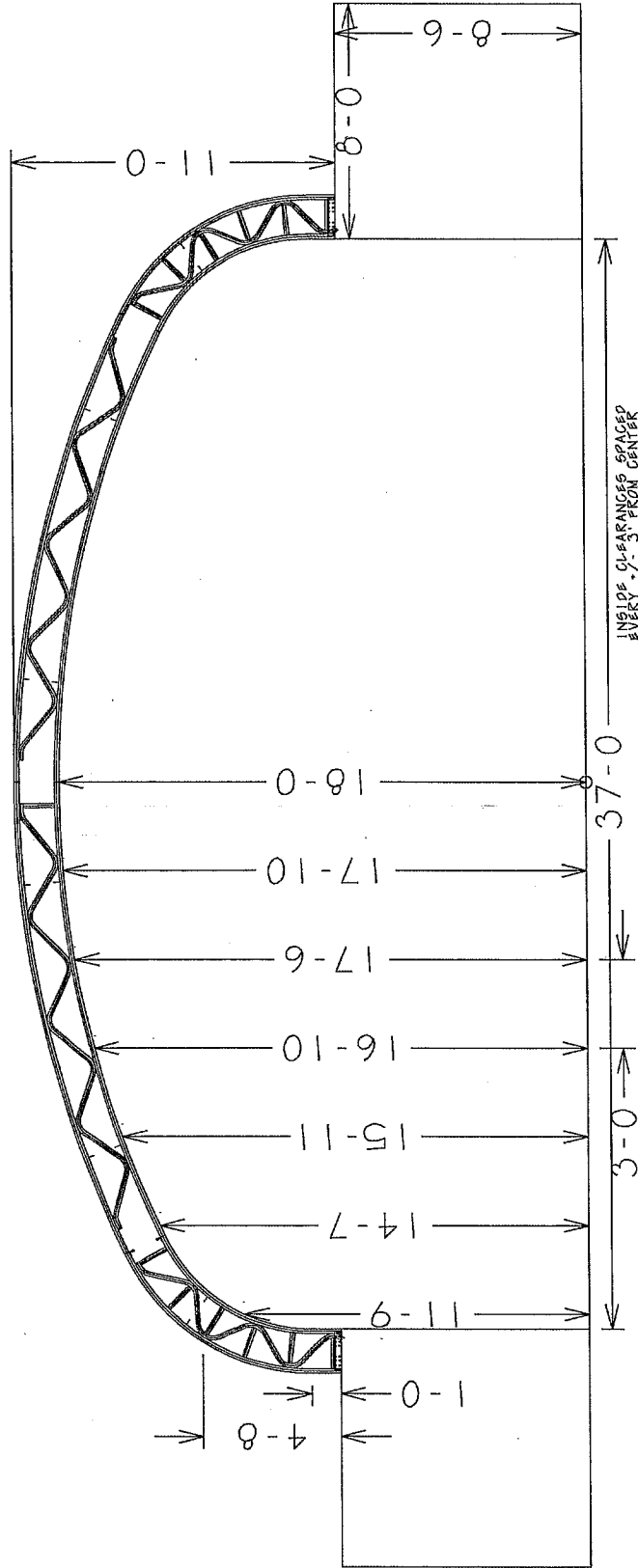


3255 N. US 19  
 PERRY, FLORIDA 32347  
 PHONE 1-800-277-8677  
 FAX (850)584-7713  
 E-MAIL: [redacted]

4.3.a

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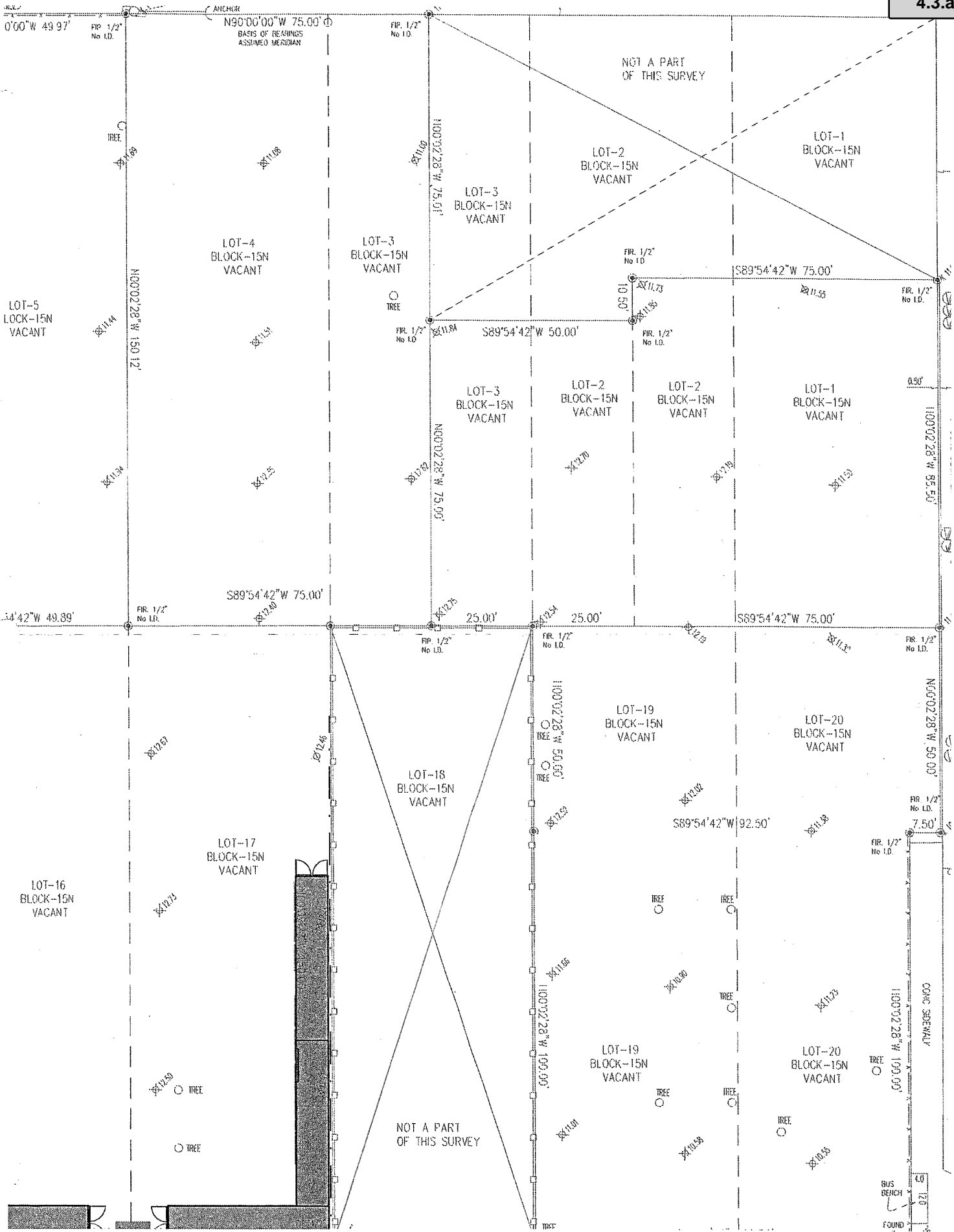
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**BIGTOP**  
 MANUFACTURING

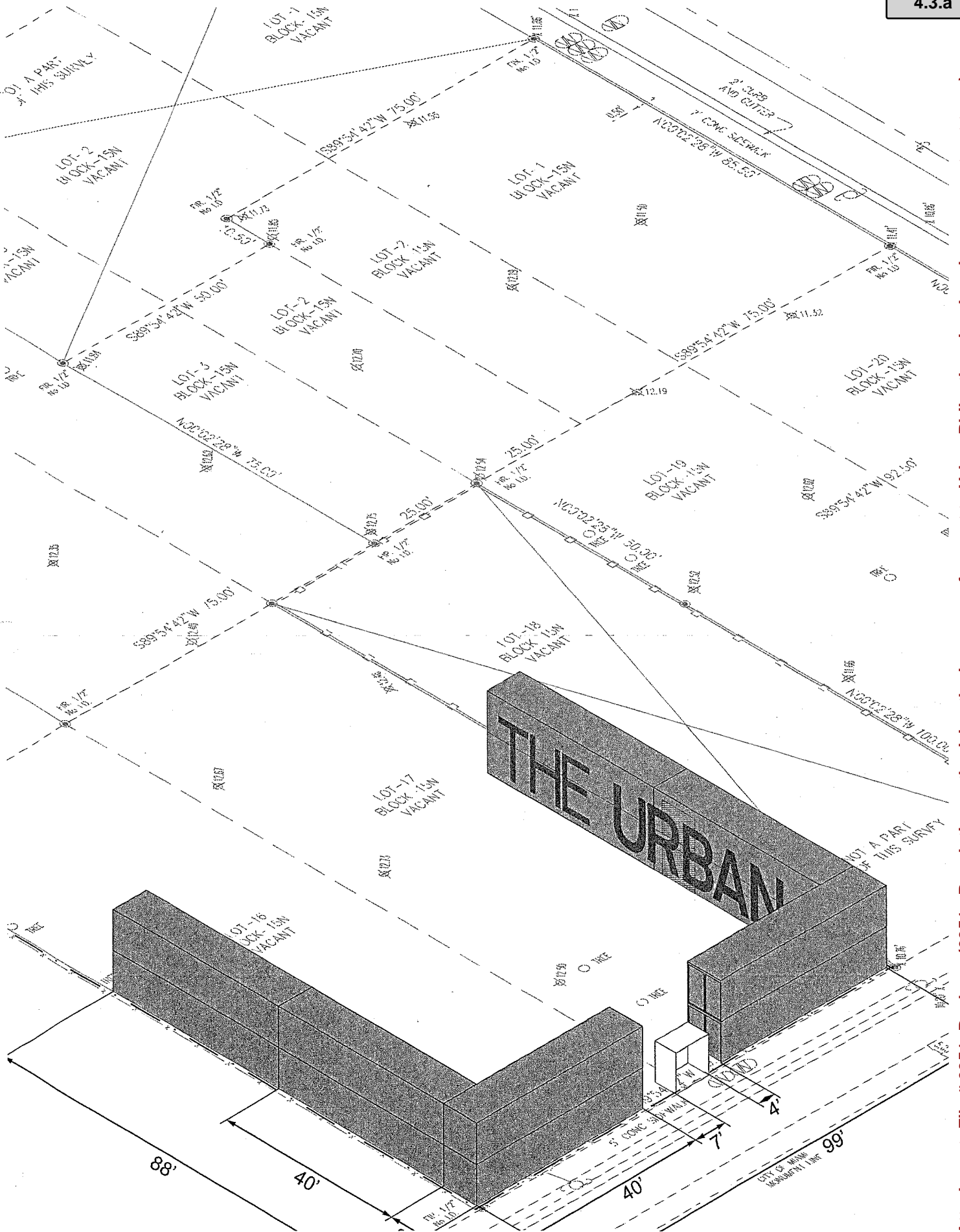
3255 N. US 19  
 PERRY, FLORIDA 32347  
 PHONE 1-800-277-8677  
 FAX (850)584-7713  
 E-MAIL: sales@bigtopshelters.com

\*ALL INFORMATION IS PROPERTY OF BIG TOP MANUFACTURING

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# INTRODUCING THE TOM JOYNER SUPER THANK YOU TRIBUTE CELEBRATION

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Attachment: File # 6951- Back up (6951 : Resolution authorizing the issuance of a grant to

# THE CELEBRATION

After 25 years of partying with a purpose while uplifting our communities and providing a platform that has spring boarded careers, informed our people and educated our children on the importance of HBCU's, The Fly Jock Tom Joyner is calling it quits and settling down in Miami for the next phase of his amazing life.

Lets keep the party with a purpose going during Super Bowl Week 2020 with a Super Tribute to the man, the myth, the legend that is,

**The Hardest Working Man in RADIO.**

