

CBRE VALUATION & ADVISORY SERVICES

APPRAISAL REPORT

MUNICIPAL PARKING LOTS P25, P26 & P27

- 1) 1688 LENOX AVENUE
- 2) 1080 LINCOLN LANE NORTH
- 3) 1664 MERIDIAN AVENUE

MIAMI BEACH, FLORIDA 33139

CBRE FILE NO. CB22US033142-2

CLIENT: CITY OF MIAMI BEACH, FLORIDA

CBRE

Date of Report: July 19, 2022

Ms. Alina T. Hudak, City Manager
CITY OF MIAMI BEACH, FLORIDA
1700 Convention Center Drive
Miami Beach, Florida 33139

RE: Appraisal of: Municipal Parking Lots P25, P26 & P27
1688 Lenox Avenue, 1080 Lincoln Lane North & 1664 Meridian Avenue
Miami Beach, Miami-Dade County, Florida
CBRE, Inc. File No. CB22US033142-2

Dear Ms. Hudak:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject comprises three (3), non-contiguous municipal parking lots located one-block north of the Lincoln Road pedestrian mall in the South Beach submarket in Miami Beach, Florida, and identified as follows:

- 1) Municipal Parking Lot P25 located at 1688 Lenox Avenue is 0.86-acre.
- 2) Municipal Parking Lot P26 located at 1080 Lincoln Lane North is 1.10-acre.
- 3) Municipal Parking Lot P27 located at 1664 Meridian Avenue is 1.36-acre.

As of the effective date of this appraisal, all of the subject properties are zoned GU, Government Use but has all of the location elements & market potential to be redeveloped to a higher & better use, subject to a citywide voter referendum, a comprehensive land use modification and rezoning. In order to achieve the highest & best use, the City of Miami Beach is considering the rezoning of the sites to CD-2, Commercial, Medium Intensity and CD-3, Commercial, High Intensity. Therefore, at the client's specific request, we have estimated the market value As If rezoned to CD-2, Commercial, Medium Intensity and CD-3, Commercial, high Intensity for each of the subject properties.

The proposed development for each subject property is summarized as follows:

- 1) Municipal Parking Lot P25 is proposed for a 7-story, mixed-use retail/office building with 192,007-SF of gross building area, of which 70,125-SF will be net rentable area supported by a 193-space parking garage.

- 2) Municipal Parking Lot P26 is proposed for a 8-story, mixed-use retail/office building with 248,382-SF of gross building area, of which 124,548-SF will be net rentable area supported by a 325-space parking garage.
- 3) Municipal Parking Lot P27 is proposed for a 6-story, mixed-use retail/office & residential building with 288,000-SF of gross building area, of which 162,000-SF will be net rentable area supported by a 289-space parking garage.

Based on the analysis contained in the following report, the market value, fair market rent and net present value of the proposed ground rent for the subject properties As If rezoned to CD-2, Commercial, Medium Intensity and CD-3, Commercial, High Intensity, which is a hypothetical condition as of the effective date of this report, is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Municipal Parking Lot P25 As If Rezoned CD-2 & CD-3	Fee Simple Estate	July 11, 2022	\$26,000,000
Municipal Parking Lot P26 As If Rezoned CD-3	Fee Simple Estate	July 11, 2022	\$33,600,000
Municipal Parking Lot P27 As If Rezoned CD-3	Fee Simple Estate	July 11, 2022	\$39,000,000
Fair Market Ground Rent of Lot P25 As If Rezoned CD-2 & CD-3	Fee Simple Estate	July 11, 2022	\$1,500,000
Fair Market Ground Rent of Lot P26 As If Rezoned CD-3	Fee Simple Estate	July 11, 2022	\$1,900,000
Fair Market Ground Rent of Lot P27 As If Rezoned CD-3	Fee Simple Estate	July 11, 2022	\$2,200,000
NPV of Ground Rent for Lot P25 & P26 As If Rezoned CD-2 & CD-3	Leased Fee Interest	July 11, 2022	\$68,300,000
NPV of Ground Rent for Lot P27 As If Rezoned CD-3	Leased Fee Interest	July 11, 2022	\$49,000,000
Compiled by CBRE			

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

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It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



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Cert Gen RZ1074

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Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Florida.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, Stuart Lieberman, MAI and Kristin Repp, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.
10. Stuart Lieberman, MAI has and Kristin Repp, MAI has not made a personal inspection of the property that is the subject of this report.
11. No one provided significant real property appraisal assistance to the persons signing this report.
12. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
13. Stuart Lieberman, MAI and Kristin Repp, MAI have provided appraisal services, regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.



Stuart Lieberman, MAI
Cert Gen RZ1074



Kristin Repp, MAI
Cert Gen RZ2454

Subject Photographs



Aerial View



Photo 1 – Municipal Lot P25



Photo 2 – Municipal Lot P25



Photo 3 – P25 Interior View



Photo 4 – Lenox Avenue Looking South



Photo 5 – Municipal Lot P26



Photo 6 – Municipal Lot P26



Photo 7 – Michigan Avenue Looking North



Photo 8 – Michigan Avenue Looking South



Photo 9 – Municipal Lot P27



Photo 10 – Municipal Lot P27



Photo 11 – Meridian Avenue Looking South



Photo 12 – Jefferson Avenue Looking South

Executive Summary

Property Name	Municipal Parking Lots P25, P26 & P27	
Location	1688 Lenox Avenue 1080 Lincoln Lane North 1664 Meridian Avenue Miami Beach, Miami-Dade County, FL 33139 City of Miami Beach, Florida	
Client		
Highest and Best Use	Mixed-use retail, hotel, office & multi-family apartments	
As If Vacant	Interim use off-street parking with mixed-use redevelopment opportunities	
As Improved		
Property Rights Appraised	Fee Simple Estate	
Date of Inspection	April 12, 2022	
Estimated Exposure Time	3 - 9 Months	
Estimated Marketing Time	3 - 9 Months	
Land Area - P25	0.86 AC	37,454 SF
Land Area - P26	1.10 AC	48,000 SF
Land Area - P27	1.36 AC	59,273 SF
Existing Zoning - P25, P26 & P27	GU, Government Use District	
Proposed Zoning - P25	CD-2, Commercial, Medium Intensity District and CD-3, Commercial, High Intensity District	
Proposed Zoning - P26 & P27	CD-3, Commercial, High Intensity District	
Improvements - Proposed		
Property Type	Land	(Mixed-Use)
<u>Building Areas - P25:</u>		
Number of Stories	7	
Gross Building Area - Retail, Office & Parking	192,007 SF	
Net Rentable Area - Retail & Office	70,125 SF	
Number of Parking Spaces	193 Spaces	
<u>Building Areas - P26:</u>		
Number of Stories	8	
Gross Building Area - Retail, Office & Parking	248,382 SF	
Net Rentable Area - Retail & Office	124,548 SF	
Number of Parking Spaces	325 Spaces	
<u>Building Areas - P27:</u>		
Number of Stories	6	
Gross Building Area - Retail, Office, Residential & Parking	288,000 SF	
Net Rentable Area - Retail, Office & Residential	162,000 SF	
Number of Parking Spaces	289 Spaces	
Year Built	Proposed	
Buyer Profile	Developer	

VALUATION		Total	Per SF
Market Value As If P25 Is Rezoned On	July 11, 2022		
Cost Approach		Not Applicable	---
Sales Comparison Approach		\$26,000,000	\$694.18
Income Approach - Market Rent		\$1,500,000	\$40.05
Market Value As If P26 Is Rezoned On	July 11, 2022		
Cost Approach		Not Applicable	---
Sales Comparison Approach		\$33,600,000	\$700.00
Income Approach - Market Rent		\$1,900,000	\$39.58
Market Value As If P27 Is Rezoned On	July 11, 2022		
Cost Approach		Not Applicable	---
Sales Comparison Approach		\$39,000,000	\$657.97
Income Approach - Market Rent		\$2,200,000	\$37.12

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
Municipal Parking Lot P25 As If Rezoned CD-2 & CD-3	Fee Simple Estate	July 11, 2022	\$26,000,000
Municipal Parking Lot P26 As If Rezoned CD-3	Fee Simple Estate	July 11, 2022	\$33,600,000
Municipal Parking Lot P27 As If Rezoned CD-3	Fee Simple Estate	July 11, 2022	\$39,000,000
Fair Market Ground Rent of Lot P25 As If Rezoned CD-2 & CD-3	Fee Simple Estate	July 11, 2022	\$1,500,000
Fair Market Ground Rent of Lot P26 As If Rezoned CD-3	Fee Simple Estate	July 11, 2022	\$1,900,000
Fair Market Ground Rent of Lot P27 As If Rezoned CD-3	Fee Simple Estate	July 11, 2022	\$2,200,000
NPV of Ground Rent for Lot P25 & P26 As If Rezoned CD-2 & CD-3	Leased Fee Interest	July 11, 2022	\$68,300,000
NPV of Ground Rent for Lot P27 As If Rezoned CD-3	Leased Fee Interest	July 11, 2022	\$49,000,000

Compiled by CBRE

STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

Strengths/ Opportunities

- The subject properties are located within one-block of the Lincoln Road pedestrian mall.
- The subject submarket is a built-out, barrier island & resort community.
- Potential to rezone all of the subject sites to high density, mixed-uses with in-demand live-work lifestyle environments.
- The South Florida and Miami Beach real estate market is very active as high net worth individuals, celebrities, domestic & foreign investors, hedge fund advisors, local, regional & national developers and “star” architects seek out mixed-use development opportunities for boutique hotels, retail, restaurant, entertainment & office projects.
- Historically low interest rates and unprecedented government stimulus in the wake of the Covid-19 pandemic.
- The State of Florida and Miami-Dade County are considered to be one of the most open & active business communities in the wake of the pandemic.

Weaknesses/ Threats

- Highly paid remote work is spreading faster than some experts anticipated, with about 24% of all professional job postings advertising remote work, thereby reducing work-from-work office demand at a macro level.
- The Covid-19 pandemic and re-occurring coronavirus variants continue to impact international travel and buyer/investor opportunities.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”¹

- Our value conclusions assume stable geotechnical subsurface conditions and no environmental hazards or concerns. If there are any unstable subsurface conditions and-or environmental deficiencies or concerns, our value conclusions could be impacted and we reserve the right to amend or revise this report accordingly.
- The use of these extraordinary assumptions may have affected the assignment results.

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis.”²

- As of the effective date of this appraisal, the subject is zoned GU, Government Use but has all of the location elements & market potential to be redeveloped to a higher & better use, subject to a citywide voter referendum, a comprehensive land use modification and rezoning. In order to achieve the highest & best use, the City of Miami Beach is considering the rezoning of the sites to CD-2, Commercial, Medium Intensity and CD-3, Commercial, High Intensity. Therefore, at the client’s specific request, we have estimated the subject’s market value As If rezoned to CD-2, Commercial, Medium Intensity and CD-3, Commercial, High Intensity, which is contrary to what is known by the appraiser to exist on the effective date of this appraisal.
- The use of these hypothetical conditions may have affected the assignment results.

OWNERSHIP AND PROPERTY HISTORY

Title to the subject property is vested to the City of Miami Beach, a municipal government. CBRE is unaware of any arm’s length ownership transfers of the property within three-to-five years of the date of appraisal. Further, the properties are not reportedly being offered for sale as of the current date. However, the City Commission has authorized negotiations with proposers for the development of mixed-use development on the subject properties. Those negotiations consist of two (2) projects including a ground lease and development agreement with one proposer for a project on Lots P25 & P26 together; and a second proposer for a ground lease and mixed-use development agreement for a project on Lot P27, subject to a citywide voter referendum, a comprehensive land use modification and rezoning.

¹ The Appraisal Foundation, *USPAP, 2020-2021 (Effective January 1, 2020 through December 31, 2022)*

² The Appraisal Foundation, *USPAP, 2020-2021 (Effective January 1, 2020 through December 31, 2022)*

EXPOSURE/MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, we have analyzed the following:

- exposure periods for comparable sales used in this appraisal;
- exposure/marketing time information from the PwC Real Estate Investor Survey; and
- the opinions of market participants.

The following table presents the information derived from these sources.

EXPOSURE/MARKETING TIME DATA			
Investment Type	Exposure/Mktg. (Months)		
	Range		Average
Comparable Land Sales Data	5.0	- 18.0	5.5
<i>PwC Suburban Office</i>			
National Data	1.0	- 15.0	7.0
Local Market Professionals	3.0	- 9.0	6.0
CBRE Exposure Time Estimate	3 - 9 Months		
CBRE Marketing Period Estimate	3 - 9 Months		
Various Sources Compiled by CBRE			

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Scope of Work

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied.

INTENDED USE OF REPORT

This appraisal is to be used by the client for internal decision making and to negotiate a long-term ground lease and development agreement for the subject site and no other use is permitted.

CLIENT

The client is City of Miami Beach, Florida, municipal government.

INTENDED USER OF REPORT

This appraisal is to be used by City of Miami Beach, Florida, a municipal government. No other user(s) may rely on our report unless as specifically indicated in this report.

Intended users are those who an appraiser intends will use the appraisal or review report. In other words, appraisers acknowledge at the outset of the assignment that they are developing their expert opinions for the use of the intended users they identify. Although the client provides information about the parties who may be intended users, ultimately it is the appraiser who decides who they are. This is an important point to be clear about: The client does not tell the appraiser who the intended users will be. Rather, the client tells the appraiser who the client needs the report to be speaking to, and given that information, the appraiser identifies the intended user or users. It is important to identify intended users because an appraiser's primary responsibility regarding the use of the report's opinions and conclusions is to those users. Intended users are those parties to whom an appraiser is responsible for communicating the findings in a clear and understandable manner. They are the audience.³

RELIANCE LANGUAGE

Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for

³ Appraisal Institute, *The Appraisal of Real Estate*, 15th ed. (Chicago: Appraisal Institute, 2020), 40.

any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value and fair market rent of the subject properties As If rezoned to CD-2, Commercial, Medium Intensity and CD-3, Commercial, High Intensity uses. We have also estimated the net present value of the leased fee interest based on the proposed landlord & developer term sheets.

DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. ⁴

INTEREST APPRAISED

The value estimated represents Fee Simple Estate as defined below:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. ⁵

Leased Fee Interest - The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. ⁶

Leasehold Interest - The tenant's possessory interest created by a lease. ⁷

⁴ Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.

⁵ Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), 90.

⁶ Dictionary of Real Estate Appraisal, 128.

Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records
- legal description

Extent to Which the Property is Inspected

Stuart Lieberman, MAI inspected the interior and exterior of the subject, as well as its surrounding environs on the effective date of appraisal. This inspection was considered adequate and is the basis for our findings.

Type and Extent of the Data Researched

CBRE reviewed the following:

- applicable tax data
- zoning requirements
- flood zone status
- demographics
- comparable sale & listing data

Type and Extent of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value.

STATEMENT OF COMPETENCY

Stuart Lieberman, MAI and Kristin Repp, MAI both have has the appropriate knowledge, education and experience to complete this assignment competently.

⁷ *Dictionary of Real Estate Appraisal*, 128.

Data Resources Utilized in the Analysis

DATA SOURCES	
<i>Item:</i>	<i>Source(s):</i>
Site Data	
Size	Tax Folios, Legal Descriptions, Surveys & RFP for Mixed-Use Developments
Improved Data	
Building Area	"As of right" zoning, RFP for Mixed-Use Developments and developer concept proposals
No. Bldgs.	Developer concept proposals
Parking Spaces	Developer concept proposals
Year Built/Developed	TBD
Economic Data	
Deferred Maintenance:	Not applicable
Building Costs:	Not applicable
Income Data:	Landlord term sheets and developer proposed payment schedules
Expense Data:	Landlord term sheets and developer proposed payment schedules
Compiled by CBRE	

APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available. Depending on a specific appraisal assignment, any of the following four methods may be used to determine the market value of the fee simple interest of land:

- Sales Comparison Approach;
- Income Capitalization Procedures;
- Allocation; and
- Extraction.

The following summaries of each method are paraphrased from the text.

The first is the sales comparison approach. This is a process of analyzing sales of similar, recently sold parcels in order to derive an indication of the most probable sales price (or value) of the property being appraised. The reliability of this approach is dependent upon (a) the availability of comparable sales data, (b) the verification of the sales data regarding size, price, terms of sale, etc., (c) the degree of comparability or extent of adjustment necessary for differences between the subject and the comparables, and (d) the absence of nontypical conditions affecting the sales price. This is the primary and most reliable method used to value land (if adequate data exists).

The income capitalization procedures include three methods: land residual technique, ground rent capitalization, and Subdivision Development Analysis. A discussion of each of these three techniques is presented in the following paragraphs.

The land residual method may be used to estimate land value when sales data on similar parcels of vacant land are lacking. This technique is based on the principle of balance and the related concept of contribution, which are concerned with equilibrium among the agents of production--i.e. labor, capital, coordination, and land. The land

residual technique can be used to estimate land value when: 1) building value is known or can be accurately estimated, 2) stabilized, annual net operating income to the property is known or estimable, and 3) both building and land capitalization rates can be extracted from the market. Building value can be estimated for new or proposed buildings that represent the highest and best use of the property and have not yet incurred physical deterioration or functional obsolescence.

The subdivision development method is used to value land when subdivision and development represent the highest and best use of the appraised parcel. In this method, an appraiser determines the number and size of lots that can be created from the appraised land physically, legally, and economically. The value of the underlying land is then estimated through a discounted cash flow analysis with revenues based on the achievable sale price of the finished product and expenses based on all costs required to complete and sell the finished product.

The ground rent capitalization procedure is predicated upon the assumption that ground rents can be capitalized at an appropriate rate to indicate the market value of a site. Ground rent is paid for the right to use and occupy the land according to the terms of the ground lease; it corresponds to the value of the landowner's interest in the land. Market-derived capitalization rates are used to convert ground rent into market value. This procedure is useful when an analysis of comparable sales of leased land indicates a range of rents and reasonable support for capitalization rates can be obtained.

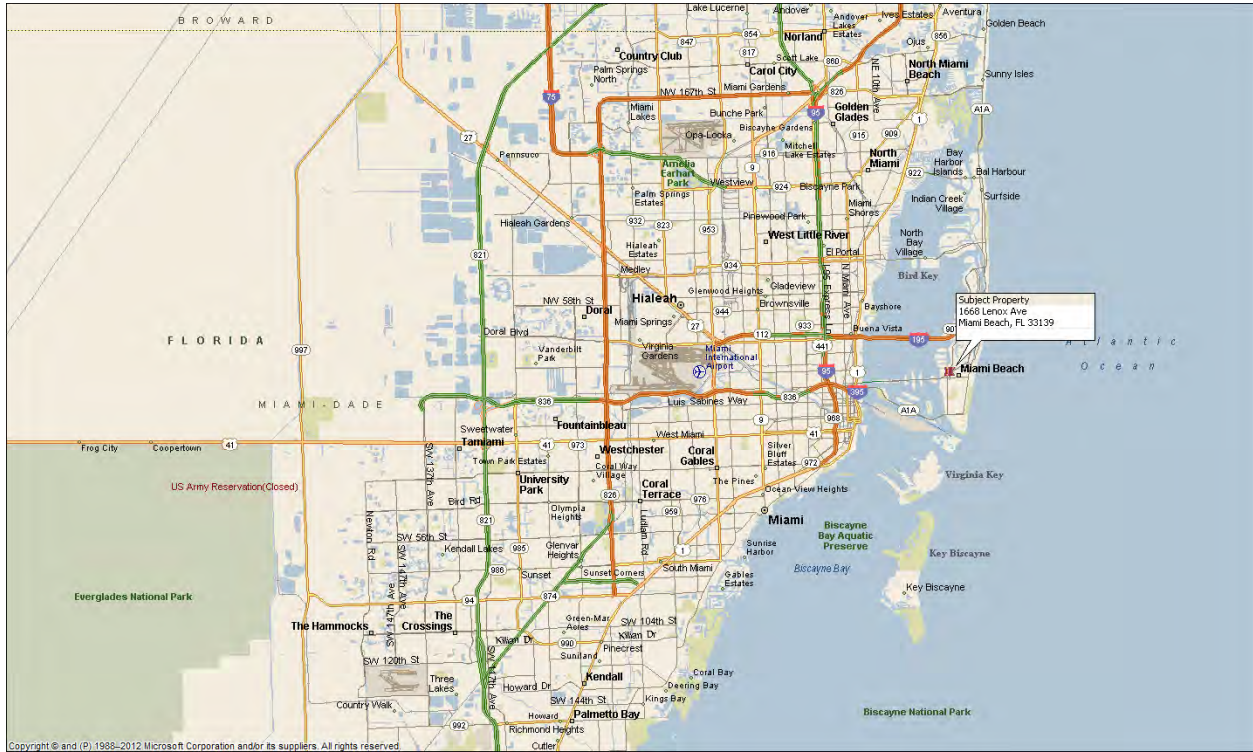
The allocation method is typically used when sales are so rare that the value cannot be estimated by direct comparison. This method is based on the principle of balance and the related concept of contribution, which affirm that there is a normal or typical ratio of land value to property value for specific categories of real estate in specific locations. This ratio is generally more reliable when the subject property includes relatively new improvements. The allocation method does not produce conclusive value indications, but it can be used to establish land value when the number of vacant land sales is inadequate.

The extraction method is a variant of the allocation method in which land value is extracted from the sale price of an improved property by deducting the contribution of the improvements, which is estimated from their depreciated costs. The remaining value represents the value of the land. Value indications derived in this way are generally unpersuasive because the assessment ratios may be unreliable and the extraction method does not reflect market considerations.

In valuing the subject, the sales comparison approach and income approach are applicable and have been used for valuing the fee simple estate and leased fee interest in the subject land. The sales comparison approach is the most appropriate methodology for valuing mixed-use zoned sites that are feasible for development. The income approach is used to develop a fair market annual rent and the net present value of the proposed ground rent for the subject properties.

The other methodologies are used primarily when comparable land sales data is non-existent. The exclusion of said approach(s) is not considered to compromise the credibility of the results rendered herein.

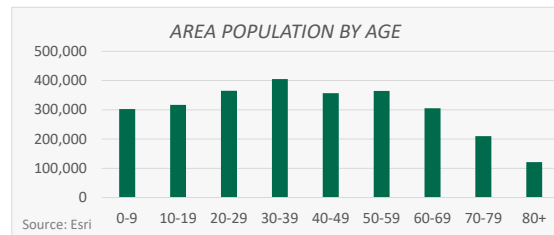
Area Analysis



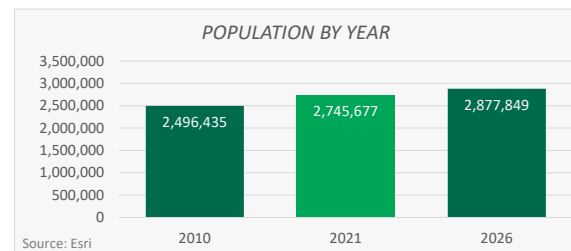
The subject is located in Miami-Dade County. Key information about the area is provided in the following tables.

POPULATION

The area has a population of 2,745,677 and a median age of 40, with the largest population group in the 30-39 age range and the smallest population in 80+ age range.



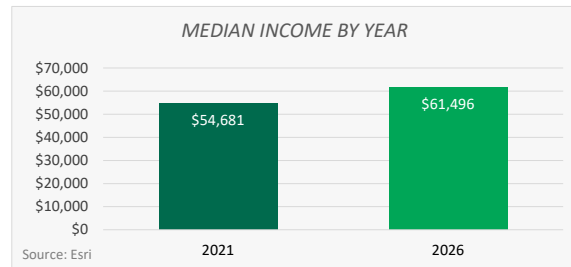
Population has increased by 249,242 since 2010, reflecting an annual increase of 0.9%. Population is projected to increase by an additional 132,172 by 2026, reflecting 0.9% annual population growth.



Source: ESRI, downloaded on Apr, 16 2022

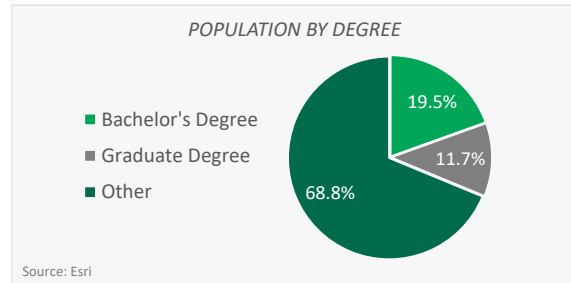
INCOME

The area features an average household income of \$81,309 and a median household income of \$54,681. Over the next five years, median household income is expected to increase by 12.5%, or \$1,363 per annum.

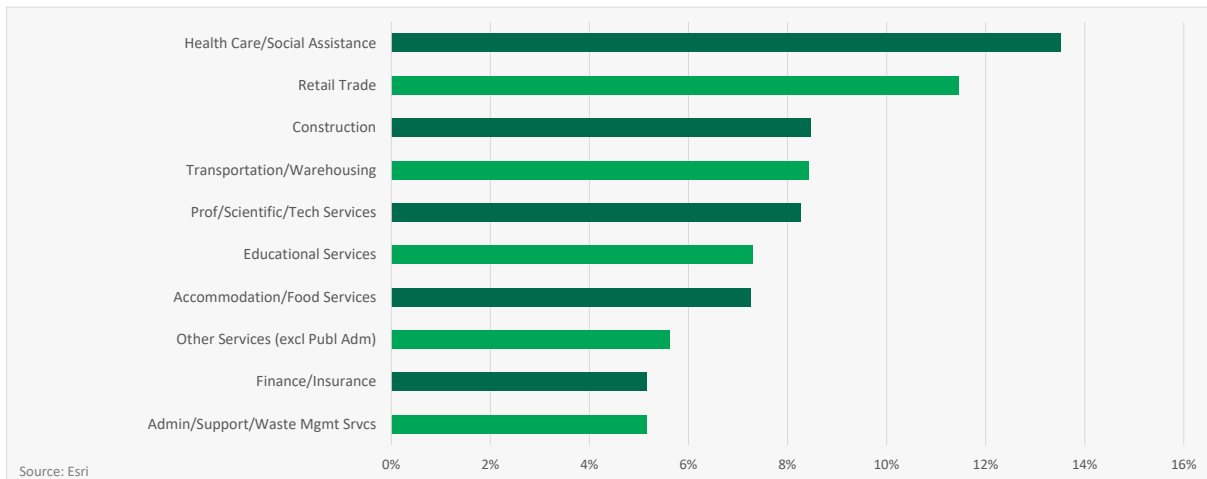


EDUCATION

A total of 31.2% of individuals over the age of 24 have a college degree, with 19.5% holding a bachelor's degree and 11.7% holding a graduate degree.



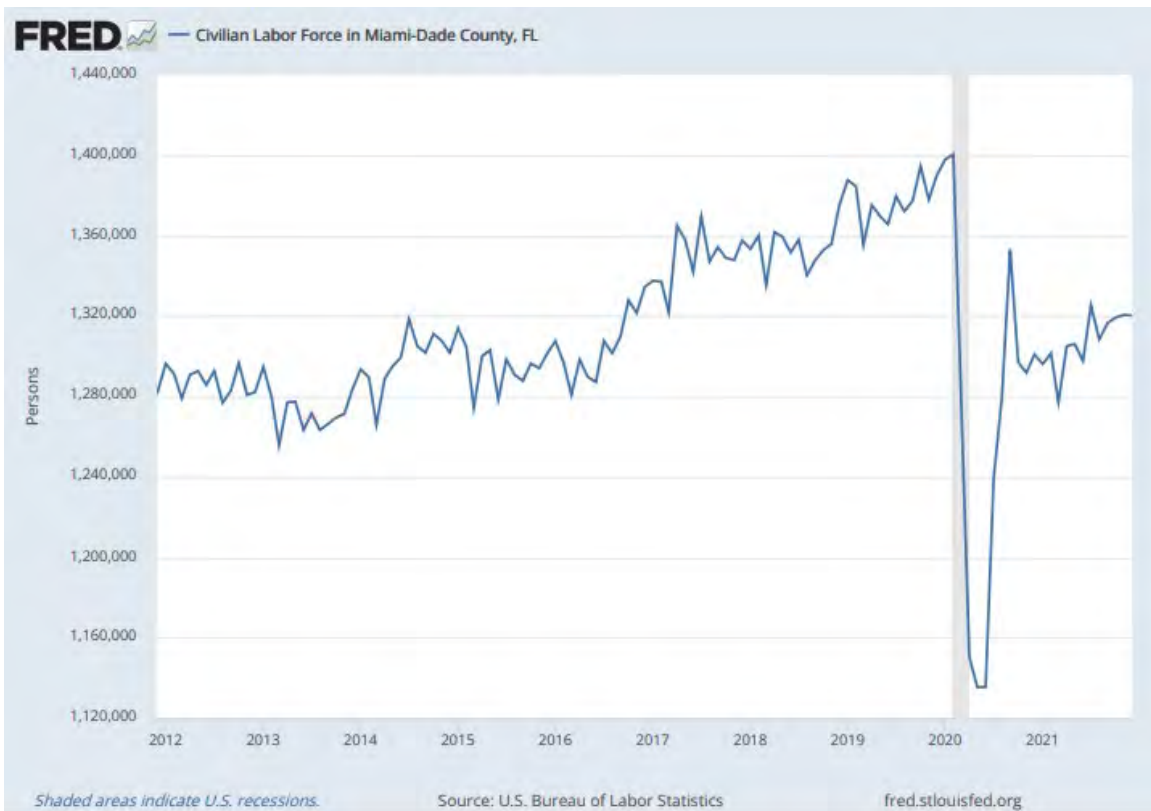
EMPLOYMENT



The area includes a total of 1,273,252 employees and has N/A unemployment rate. The top three industries within the area are Health Care/Social Assistance, Retail Trade and Construction, which represent a combined total of 33% of the workforce.

Source: ESRI, downloaded on Apr, 16 2022; BLS.gov dated Jan, 0 1900

MIAMI-DADE COUNTY LABOR MARKET

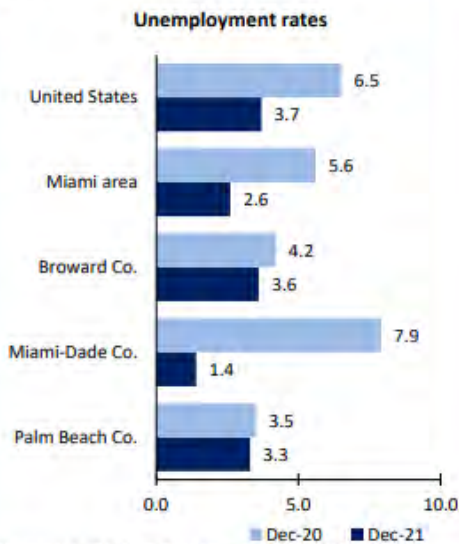


MIAMI AREA ECONOMIC SUMMARY

Updated February 02, 2022

This summary presents a sampling of economic information for the area; supplemental data are provided for regions and the nation. Subjects include **unemployment, employment, wages, prices, spending, and benefits**. All data are not seasonally adjusted and some may be subject to revision. Area definitions may differ by subject. For more area summaries and geographic definitions, see www.bls.gov/regions/economic-summaries.htm.

Unemployment rates for the nation and selected areas



Source: U.S. BLS, Local Area Unemployment Statistics.

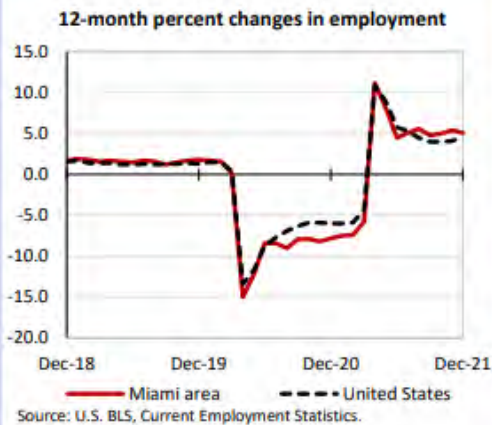
Average weekly wages for all industries by county

Miami area, second quarter 2021
(U.S. = \$1,241; Area = \$1,205)



Source: U.S. BLS, Quarterly Census of Employment and Wages.

Over-the-year changes in employment on nonfarm payrolls and employment by major industry sector

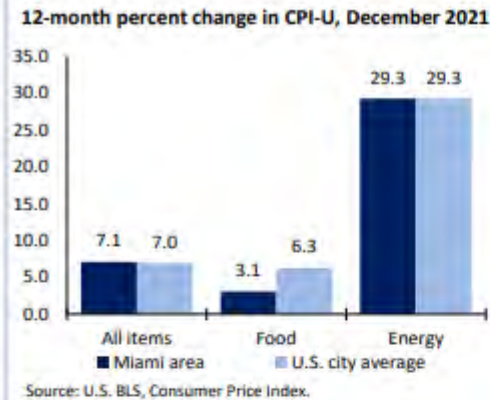


Source: U.S. BLS, Current Employment Statistics.

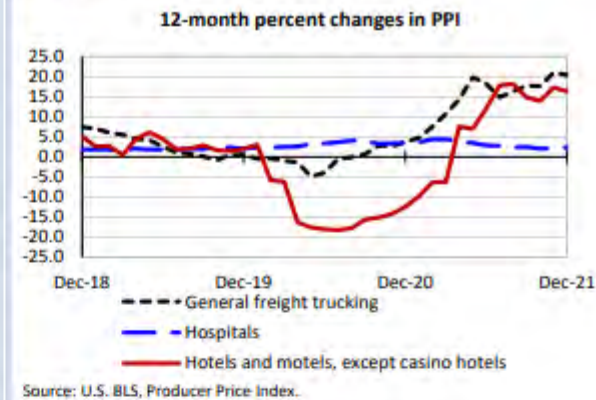
Miami area employment (number in thousands)	Dec. 2021	Change from Dec. 2020 to Dec. 2021	
		Number	Percent
Total nonfarm	2,703.3	132.4	5.1
Mining and logging	0.8	0.0	0.0
Construction	143.8	5.9	4.3
Manufacturing	91.0	1.7	1.9
Trade, transportation, and utilities	620.7	27.6	4.7
Information	47.8	1.5	3.2
Financial activities	193.8	2.5	1.3
Professional and business services	476.4	32.5	7.3
Education and health services	406.2	9.5	2.4
Leisure and hospitality	302.2	40.6	15.5
Other services	114.2	8.4	7.9
Government	306.4	2.2	0.7

Source: U.S. BLS, Current Employment Statistics.

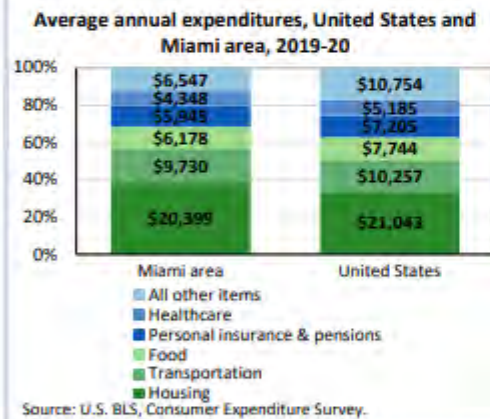
Over-the-year change in the prices paid by urban consumers for selected categories



Over-the-year changes in the selling prices received by producers for selected industries nationwide



Average annual spending and percent distribution for selected categories



Average hourly wages for selected occupations

Occupation	Miami area	United States
All occupations	\$25.47	\$27.07
Accountants and auditors	38.52	39.26
Registered nurses	34.76	38.47
Aircraft cargo handling supervisors	33.07	28.66
Construction laborers	16.41	20.67
Receptionists and information clerks	14.98	15.58
Maids and housekeeping cleaners	11.96	13.47

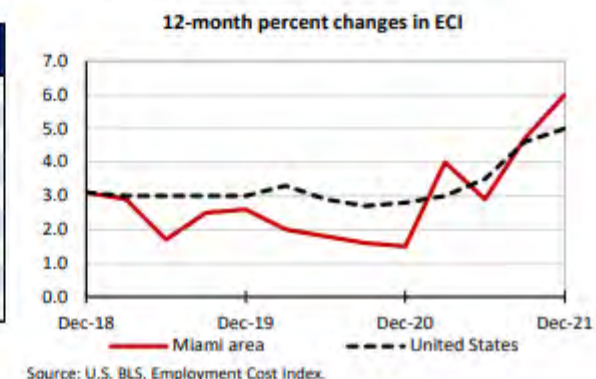
Source: U.S. BLS, Occupational Employment and Wage Statistics, May 2020.

Employer costs per hour worked for wages and selected employee benefits by geographic division

Private industry, September 2021	South Atlantic (1)	United States
Total compensation	\$34.59	\$37.24
Wages and salaries	25.12	26.36
Total benefits	9.47	10.88
Paid leave	2.54	2.74
Vacation	1.30	1.40
Supplemental pay	1.05	1.26
Insurance	2.25	2.80
Retirement and savings	1.07	1.28
Legally required benefits	2.56	2.80

(1) The states that compose the South Atlantic census division are: DE, DC, FL, GA, MD, NC, SC, VA, and WV.
Source: U.S. BLS, Employer Costs for Employee Compensation.

Over-the-year changes in wages and salaries



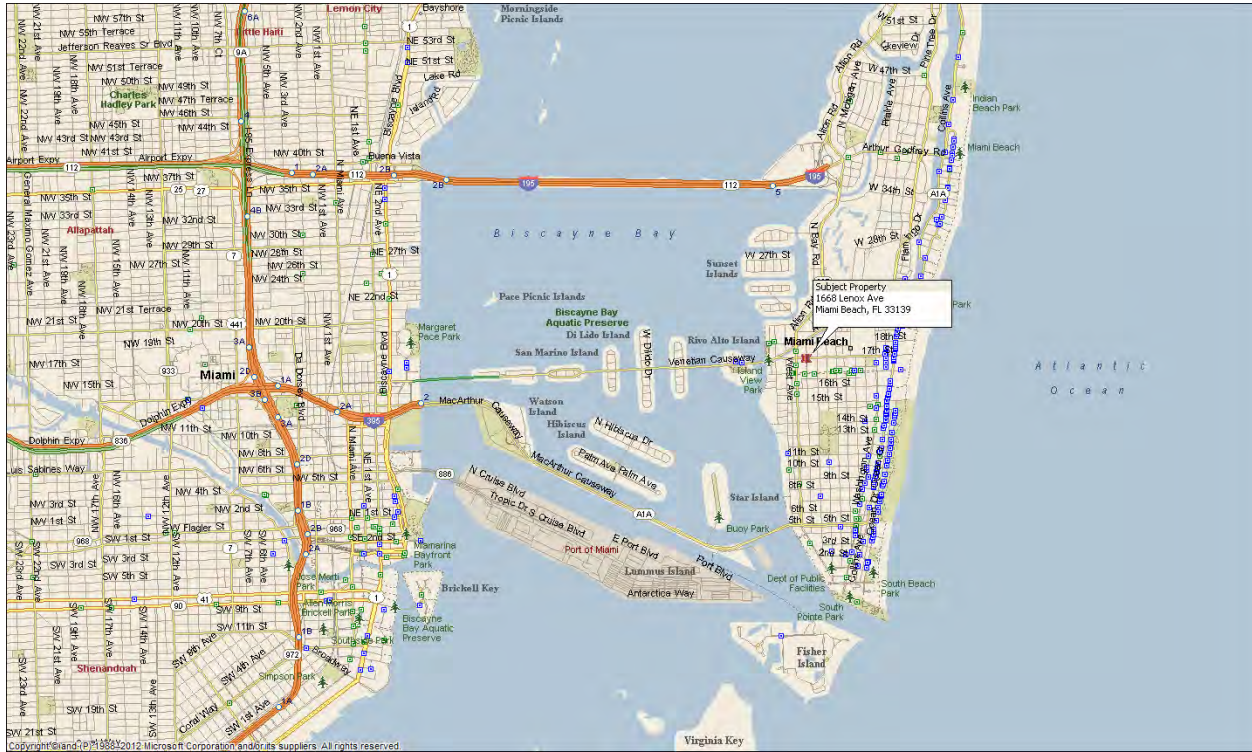
OPENING DAY

Growth in nonresidential construction jobs will also be robust because groundbreakings on major projects have become routine in MIA. Phase one of the MiamiCentral train station, which will eventually connect a new intercity train line with local transit options, debuted in May 2019. Not far from the station is the \$2 billion Miami Worldcenter that is transforming 27 acres of parking lots into a vast collection of residential, retail, office and hotel buildings. Over the next few years, the "tallest building in Florida" distinction will pass among multiple skyscrapers in downtown Miami. And county commissioners recently gave final approval to a \$4 billion mega-mall in northwest Miami-Dade County that will be America's largest shopping complex if it is completed as planned.

CONCLUSION

The economy in Miami-Dade County will continue to experience an increase in population, an increase in household income, and an increase in household values. In addition, MIA's international character and its high-skilled, bilingual workforce will help it exceed the U.S. in income growth over the long term.

Neighborhood Analysis



LOCATION

The subject properties are located one-block north of the world renowned Lincoln Road pedestrian mall, between Alton Road and Meridian Avenue in the South Beach submarket in the City of Miami Beach, Miami-Dade County, Florida 33139. The City of Miami Beach is a barrier island approximately one mile wide, ten miles long and extends in a north-south direction along the eastern seaboard parallel to mainland Miami-Dade County between Biscayne Bay and the Atlantic Ocean. The subject is located approximately 4-miles southeast of the Miami Central Business District (CBD).

BOUNDARIES

The subject property is located in the “South Beach” area of Miami Beach, which is bounded by Arthur Godfrey Road to the north, Biscayne Bay to the west, the Atlantic Ocean to the east and Government Cut to the south. The neighborhood boundaries may be generally described as follows:

- North:** Arthur Godfrey Road
- South:** Atlantic Ocean/Government Cut
- East:** Atlantic Ocean/beach
- West:** Biscayne Bay

LAND USE

Land uses within the subject neighborhood consist of a wide variety of commercial, residential & hotel developments. Lower density multi-family rental & condominium apartment uses are largely concentrated along Pennsylvania Avenue, Euclid Avenue and Meridian Avenue to the west. The neighborhood & community retail and office uses are typically clustered along the Alton Road, Washington Avenue, Collins Avenue and Dade Boulevard/Venetian Causeway corridors, as well as the pedestrian-only areas of Lincoln Road Mall. Hotels, condominiums, restaurants and retail are primarily concentrated along the Collins Avenue and Ocean Drive with additional retail uses, nightclubs, restaurants and smaller boutique hotels on Washington Avenue.

The subject location is one block south of the Lincoln Road pedestrian mall. The Lincoln Road pedestrian mall runs east-west from Collins Avenue to Alton Road between 16th and 17th Streets with storefronts on Lincoln Road and to a lesser extent along the side streets.



Since the capital improvement project in 1996, Lincoln Road has experienced substantial changes in tenant mix, including more restaurants and sidewalk cafes, and a shift to traditional retail shopping. At the west end of the mall, Regal Cinema opened an 18-screen stadium style movie theater in 1999. This development was strongly supported by the local municipality and has proved vital in attracting national retailers, such as Banana Republic, Pottery Barn, Williams–Sonoma, Bebe, Swatch, Victoria’s Secret’s, Ann Taylor Loft, Sunglass Hut, Anthropologie, Books &

Books, Chicos, Foot Locker, I. Strada, Morgan Miller, Payless ShoeSource, Quicksilver, White House/Black Market and Express to the pedestrian promenade. The addition of the Regal Cinemas solidified the Lincoln Road redevelopment and began to make it very attractive to the national retailers and high-end restaurateurs. While Lincoln Road is in and of itself a destination location, the cinemas also serve to attract year-round Miami-Dade residents to Lincoln Road. The Regal Cinemas is one of the most heavily patronized cinemas in South Florida.

Anchoring the east end of Lincoln Road Mall was the former New World Symphony which was housed within the subject property, also known as the Lincoln Theatre building. Established in 1987 under the artistic direction of Michael Tilson Thomas, the New World Symphony provides an instructional program to prepare graduates of distinguished music programs for leadership positions in orchestras and ensembles around the world. The New World Symphony recently relocated to 500 17th Street, just north of the subject's Lincoln Theatre location into a Frank Gehry designed concert hall and a 7,000 square foot projection wall on which concerts, video art and films are shown free-of-charge to audiences in Soundscape, a 2.5-acre public park, designed by Dutch architectural firm West 8.

Washington Avenue is four blocks to the east and after a long master planning process, development incentives and the establishment of a Business Improvement District (BID), the Washington Avenue corridor is starting to redevelop.

Under a BID, the property owners agree to a self-tax in order to provide funding for marketing, promotion and other initiatives to improve the area. The BID followed approval of the Washington Avenue Overlay in 2016 which increased allowable height to 75 feet for properties with more than 200 feet of frontage on Washington Avenue, reduced minimum hotel room sizes for new hotels and conversions, allowed for co-living or micro residential units, and eliminated parking requirements for hotels.

Since then, the Kimpton Anglers Hotel opened a new addition, a new Moxy Hotel has opened and the Good Time Hotel is soon to open. Approved and-or under construction projects include a new hotel at 1685 Washington Avenue and the Urbin Retreat.

On the following page is a concept presentation of development new projects along Washington Avenue.



Washington Avenue Project & Transaction Highlights:

- In September 2021 sale transaction of the 42-room Hotel Astor located at 956 Washington Avenue to the Victory Investments Group for \$12,750,000. The buyer is identified as Anil Monga, the CEO of Victory International USA, which manufactures and distributes name brand fragrances and cosmetics. The building features a swimming pool and 4,000 square feet +/- of restaurant space. It was built in 1936 on a 14,900-square-foot lot.
- Washington Park located at 1050 Washington Avenue is a 181-room hotel that sold in February 2021 for \$43,750,000. The buyer is Jean Simonian of WPH Properties and this was a lender REO from Ladder Capital.
- 601 Washington Avenue was recently completed and operating as The Goodtime Hotel with 266-rooms and a 30,000-SF restaurant called Strawberry Moon operated by Groot Hospitality. The eatery opens up to a rooftop pool and club area that hosts live music. The hotel also has around 46,000 rentable square feet of ground-floor retail space and 242 parking spaces, as presented in the following aerial photograph.



- Urbin, a co-living, co-work concept was approved by the City’s Historic Preservation Board for a proposed six-story co-living and hotel project at 1234 Washington Avenue. The new building will contain 49 co-living units, 56 hotel rooms, retail and restaurant space. An adjacent 1960s office building will be renovated and restored as co-workspace. It will also contain a wellness center for residents and hotel guests on the first floor, rounding out the brand's live, work, wellness theme.



Residential uses in the Flamingo Park neighborhood are primarily single family and low-rise multifamily in design and date back to the 1920’s and 1930’s with higher density resort hotels and residential condominium towers found along the Atlantic Ocean/beach and Biscayne Bay shorelines. The waterfront is where the large-scale, high-rise multifamily residential projects are located, including rental apartments, condominiums, and hotels.

The 1 & 2-story single family residential dwellings range in value from \$800,000 to \$2,000,000 +/- and are clustered around the 36.5-acre Flamingo Park. This community park has 17 tennis courts, a baseball stadium, handball and racquetball courts, a softball field, basketball court, football field, soccer field, running track, playground, walking trails and a bark park that are all surrounded by lush tropical landscaping. Flamingo Park also features a state-of-the-art aquatic center with two (2) pool areas, lockers, lounge chairs, shower facilities and water playground.

The submarket area also includes the South Pointe Elementary School, several blocks of low-to-mid-rise residential apartment, condominium, and hotel properties than Ocean Drive and the Atlantic Ocean front with beach front resort hotels to the east.

Other primary influences in close proximity to the subject also include the Miami Beach Convention Center which provides about one million square feet of exhibition space and meeting hall facilities and is rated as one of the top convention centers in the United States; the Jackie Gleason Theater of the Perfuming Arts at the intersection of Washington Avenue and 17th Street; Alton Road, a commercially oriented, north-south primary arterial street; and the aforementioned Lincoln Road Pedestrian Mall which provides retail shops, restaurants, cafés and a movie theater complex located at Lincoln Road and Alton Road, just southwest of the subject property.

To the east is Ocean Drive, which runs parallel to the Atlantic Ocean and South Beach and is one of the area's premier attractions. The pristine beaches and warm waters of the Atlantic Ocean are to the east side of Ocean Drive, while a host of al fresco dining establishments and some of Florida's most luxurious, high-end hotels such as the Ritz-Carlton, The Delano, The Setai, The Shore Club and The Tides.

ACCESS

Overall, access to and throughout the subject neighborhood is considered good. The major east-west thoroughfares providing direct access to the subject area from the Miami mainland include the Venetian Causeway that becomes 17th Street, located immediately north of the subject; 5th Street/MacArthur Causeway (US Highway No. 41/State Road A1A), located to the south of the subject property; and Arthur Godfrey/Julia Tuttle Causeway (I-195) located north of the subject property. The Miami Tunnel opened in 2014 to alleviate congestion from PortMiami along the MacArthur Causeway. These arteries connect South Beach to mainland Miami to the west, as well as intersect with the primary north-south arteries of Alton Road, Collins Avenue, Washington Avenue and Ocean Drive.

Interstate 95 is the major north-south expressway providing direct access to Miami-Dade County, as well as points north along the eastern seaboard. Biscayne Boulevard (U.S. Highway No. 1) is a well-traveled artery providing north-south access from S.E. 3rd street in downtown Miami to the Broward County line to the north. Direct access to the subject property is provided via Washington Avenue which acts as the subject's eastern boundary line and is a two-way, two-lane, north-south city street with divided median and parallel (metered) street parking. The immediate subject area

has good access via the local artery/highway network, and to the area business and commercial community.

In addition to the existing access points, there is a proposal to connect Miami Beach with downtown Miami via a monorail line. The elevated monorail would include three (3) stations and run along the south side of the MacArthur Causeway. One station would be built on the Miami side of the line and close to where the causeway begins, while the other two stations would be on Miami Beach near the end of the causeway, and the other at the intersection of Washington Avenue and 5th Street.

DEMOGRAPHICS

Selected neighborhood demographics in 1-, 3- and 5-mile radius from the subject are shown in the following table:

SELECTED NEIGHBORHOOD DEMOGRAPHICS						
1688 Lenox Avenue Miami Beach, FL 33139	1 Mile Radius	3 Mile Radius	5 Mile Radius	33139 - Miami Beach	Florida	Miami-Dade County
Population						
2026 Total Population	29,936	68,714	327,681	40,166	23,197,833	2,877,849
2021 Total Population	29,175	66,111	297,946	38,928	21,733,419	2,745,677
2010 Total Population	28,753	61,927	246,903	38,179	18,801,310	2,496,435
2000 Total Population	29,728	57,613	218,912	37,950	15,982,378	30,982
Annual Growth 2021 - 2026	0.52%	0.78%	1.92%	0.63%	1.31%	0.94%
Annual Growth 2010 - 2021	0.13%	0.60%	1.72%	0.18%	1.33%	0.87%
Annual Growth 2000 - 2010	-0.33%	0.72%	1.21%	0.06%	1.64%	N/A
Households						
2026 Total Households	17,846	38,339	156,803	23,914	9,071,090	992,819
2021 Total Households	17,515	37,132	141,727	23,311	8,514,543	948,312
2010 Total Households	17,496	35,417	116,482	23,221	7,420,802	867,352
2000 Total Households	18,113	32,561	97,308	23,125	6,337,929	776,774
Annual Growth 2021 - 2026	0.38%	0.64%	2.04%	0.51%	1.27%	0.92%
Annual Growth 2010 - 2021	0.01%	0.43%	1.80%	0.04%	1.26%	0.81%
Annual Growth 2000 - 2010	-0.35%	0.84%	1.81%	0.04%	1.59%	1.11%
Income						
2021 Median Household Income	\$61,178	\$68,664	\$55,950	\$60,423	\$58,462	\$54,681
2021 Average Household Income	\$98,191	\$112,486	\$90,196	\$104,426	\$83,820	\$81,309
2021 Per Capita Income	\$58,636	\$63,244	\$43,313	\$62,604	\$32,917	\$28,156
2021 Pop 25+ College Graduates	13,350	30,903	101,581	17,424	4,922,526	612,307
Age 25+ Percent College Graduates - 2021	53.9%	56.9%	44.7%	52.5%	31.2%	31.2%

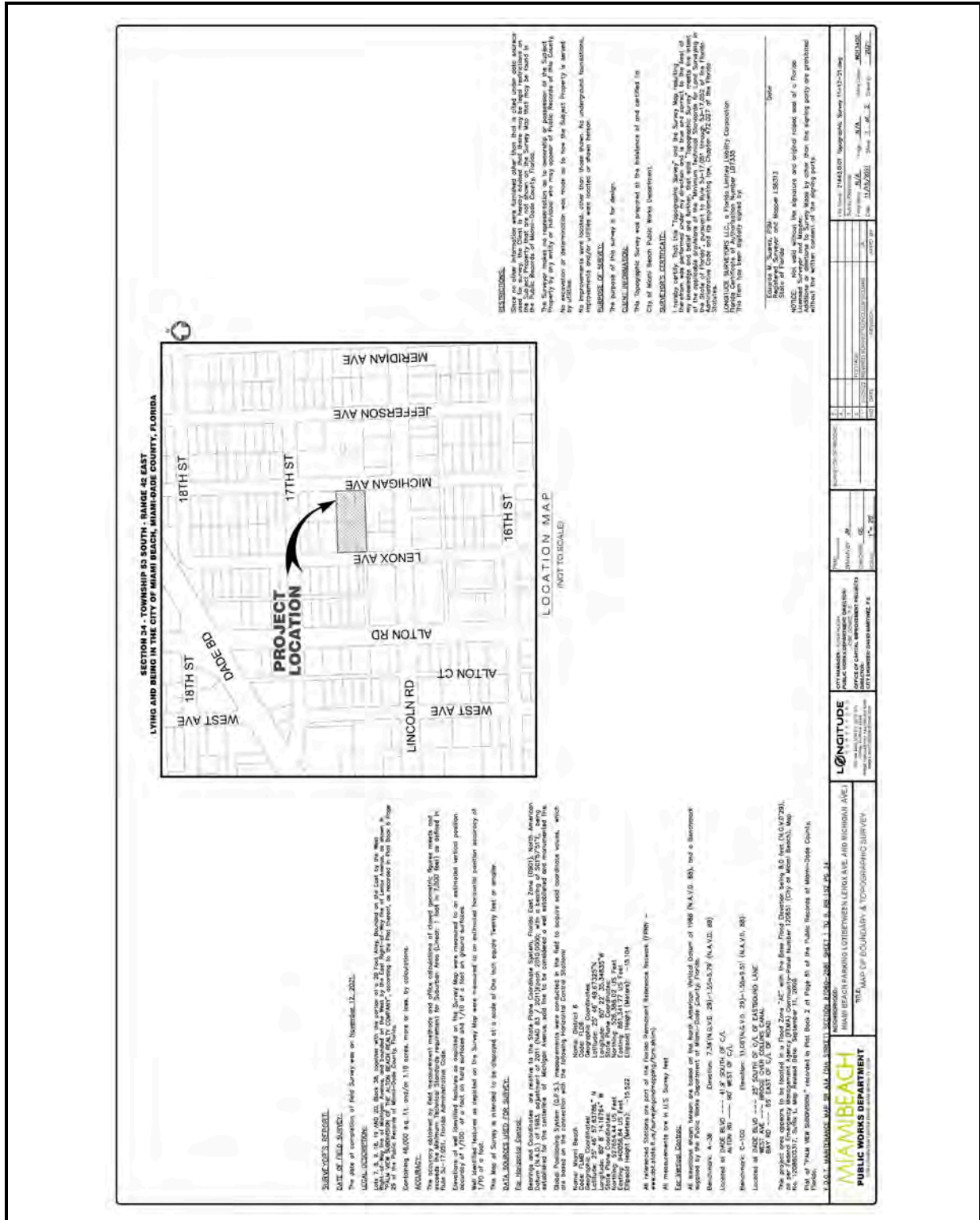
Source: ESRI

CONCLUSION

The subject neighborhood location is mature and built-out with growth in population and households through higher density, redevelopment opportunities along the major thoroughfares and waterfront. The local demographic profile is middle-to-upper-middle-income and the overall outlook is for favorable performance over the foreseeable future. Many neighborhood improvements are renovated, historically rehabilitated and-or in good-to-excellent condition.

Access to the neighborhood is good and utility services are adequate. Supporting commercial uses are good and surrounding land uses are compatible. Overall, it is our opinion that the subject neighborhood will continue to remain a very desirable area, with continued potential for appreciation. In addition, the Miami Beach submarket is a destination resort community and international “hot spot” that continues to flourish over the long term despite adverse macro-economic cycles.

SURVEY EXHIBIT FOR P26



SUBJECT'S REQUEST:
 The site of completion of field survey was on November 13, 2021.

LOCAL JURISDICTION:
 LAM 7, 8, 9, 10, 11 and 20, Block 26, together with the area of 1/2 acre, bounded on the east by the west line of the Public Right-of-Way of 17th Street, on the south by the east line of 17th Street, on the west by the east line of 16th Street, and on the north by the west line of 17th Street, as shown on the Public Records of Miami-Dade County, Florida, as recorded in File Book 9, Page 1000000000.

ACCOMPLISH:
 According to the 1/2 acre (11,000 sq ft) or less, more or less, by collaboration.

REMARKS:
 The subject's request for field measurements, methods and office calculations of closed traverse, bearing, length and area, was approved by the Survey Area Director. The survey was conducted on an estimated section position of 1/200' or less on land surface and 1/10' or less on ground surface.

ADDITIONAL INFORMATION:
 The field of survey is intended to be completed at a scale of one inch equals twenty feet or smaller.

LOCAL JURISDICTION:
 The historical survey:

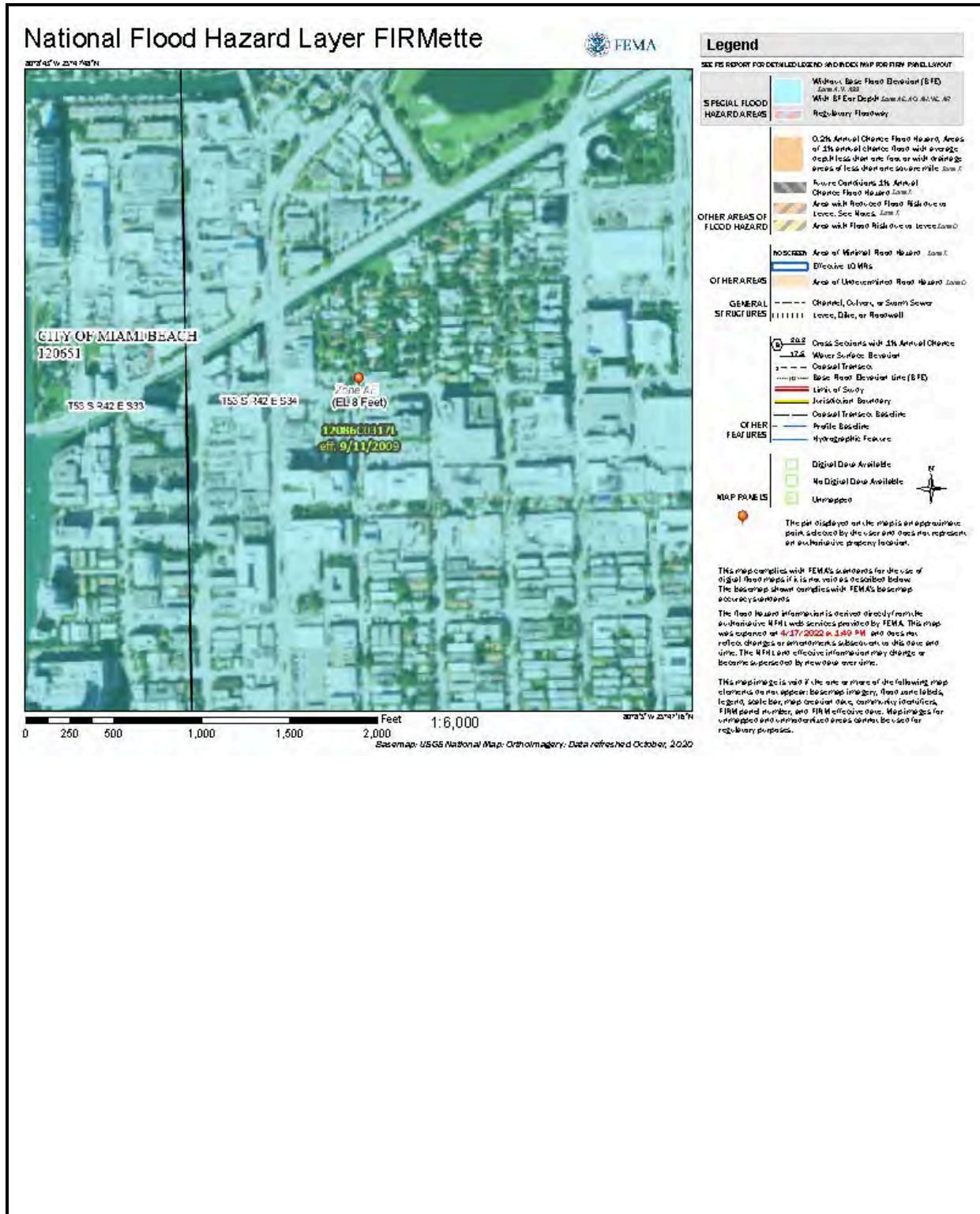
Bearing and Coordinates are relative to the State Plane Coordinate System, Florida State Zone (2011), North American Datum (N.A.D.) of 1983, adjustment of 2011 (NAD 83 / 2011 Vision 2010/2009), with a bearing of 250°57'57.1", being the bearing of the line between the corners of the subject's lot and the corner of the adjacent lot, as shown on the Public Records of Miami-Dade County, Florida, as recorded in File Book 9, Page 1000000000.

ADDITIONAL INFORMATION:
 The field of survey is intended to be completed at a scale of one inch equals twenty feet or smaller.

LOCAL JURISDICTION:
 The historical survey:

Bearing and Coordinates are relative to the State Plane Coordinate System, Florida State Zone (2011), North American Datum (N.A.D.) of 1983, adjustment of 2011 (NAD 83 / 2011 Vision 2010/2009), with a bearing of 250°57'57.1", being the bearing of the line between the corners of the subject's lot and the corner of the adjacent lot, as shown on the Public Records of Miami-Dade County, Florida, as recorded in File Book 9, Page 1000000000.

FLOOD PLAIN MAP



Site Analysis

The following chart summarizes the salient characteristics of the subject site.

SITE SUMMARY AND ANALYSIS			
Physical Description			
Net Site Area - P25	0.86 Acres	37,454 Sq. Ft.	
Net Site Area - P26	1.10 Acres	48,000 Sq. Ft.	
Net Site Area - P27	1.36 Acres	59,273 Sq. Ft.	
Road Frontage - P25	17th Street	150 Feet	
Road Frontage - P25	Lenox Avenue	250 Feet	
Road Frontage - P26	Lenox Avenue	130 Feet	
Road Frontage - P26	Lincoln Lane North	320 Feet	
Road Frontage - P26	Michigan Avenue	130 Feet	
Road Frontage - P27	Jefferson Avenue	250 Feet	
Road Frontage - P27	Lincoln Lane North	300 Feet	
Road Frontage - P27	Meridian Avenue	145 Feet	
Shape - P25 & P26	Rectangular		
Shape - P27	L-shape		
Topography	Improved to road grade		
Primary Traffic Counts (24 hrs.)	17th Street	17,300	
Secondary Traffic Counts (24 hrs.)	Alton Road	27,500	
Zoning District - Existing	GU, Government Use District		
Zoning District - Proposed for P25	CD-2, Commercial, Medium Intensity District and CD-3, Commercial, High Intensity District		
Zoning District - Proposed for P26 & P27	CD-3, Commercial, High Intensity District		
Flood Map Panel No. & Date	12086C0317L	11-Sep-09	
Flood Zone	Zone AE		
Comparative Analysis		Rating	
Visibility	Good local street & pedestrian visibility		
Functional Utility	Good potential for mixed-uses		
Traffic Volume	Neighborhood, Commercial & seasonal		
Adequacy of Utilities	Municipal utility services		
Landscaping	Urban streetscape		
Drainage	Municipal storm drainage		
Utilities		Provider	Availability
Water	City of Miami Beach		Yes
Sewer	City of Miami Beach		Yes
Natural Gas	Contract service		Yes
Electricity	FPL		Yes
Telephone	AT&T land lines		Yes
Mass Transit	Miami-Dade County (MDT) bus service and Miami Beach Trolley		Yes
Other	Yes	No	Unknown
Detrimental Easements			X
Encroachments			X
Deed Restrictions			X
Reciprocal Parking Rights	TBD		
Various sources compiled by CBRE			

SITE DESCRIPTION

The subject sites are all improved with municipal metered, surface parking lot site improvements. We have relied on the legal descriptions, surveys, recorded plat and Miami-Dade County Property Appraiser's data referenced throughout this report.

INGRESS/EGRESS

Vehicular ingress/egress is available to each of the subject sites via public rights-of-way, while pedestrian access is provided on all fronts via improved sidewalks.

Street improvements include asphalt paved traffic lanes, signalized crosswalks, metered street parking, concrete curbs, gutters and sidewalks, and street lighting.

TOPOGRAPHY AND INFRASTRUCTURE

The subject sites are all improved to road grade in a built-out submarket with all off-site infrastructure in-place including urban streetscape, pedestrian sidewalks, underground utilities, and concrete curbs, gutters & storm drainage system.

The topography of the site is not seen as an impediment to the development of the property. During our inspection of the site, we observed no drainage problems. However, it is important to note that the City of Miami Beach is a barrier island and reported to be ground zero for sea level rise issues and engineering.

SOILS

A soils analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use.

EASEMENTS AND ENCROACHMENTS

There are no known easements or encroachments impacting the sites that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

COVENANTS, CONDITIONS AND RESTRICTIONS

There are no known covenants, conditions or restrictions impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a copy of the current covenants, conditions and restrictions, if any, prior to making a business decision.

UTILITIES AND SERVICES

The site includes all municipal services, including police, fire and refuse garbage collection. All utilities are available to the site in adequate quality and quantity to service the highest and best use.

ENVIRONMENTAL ISSUES

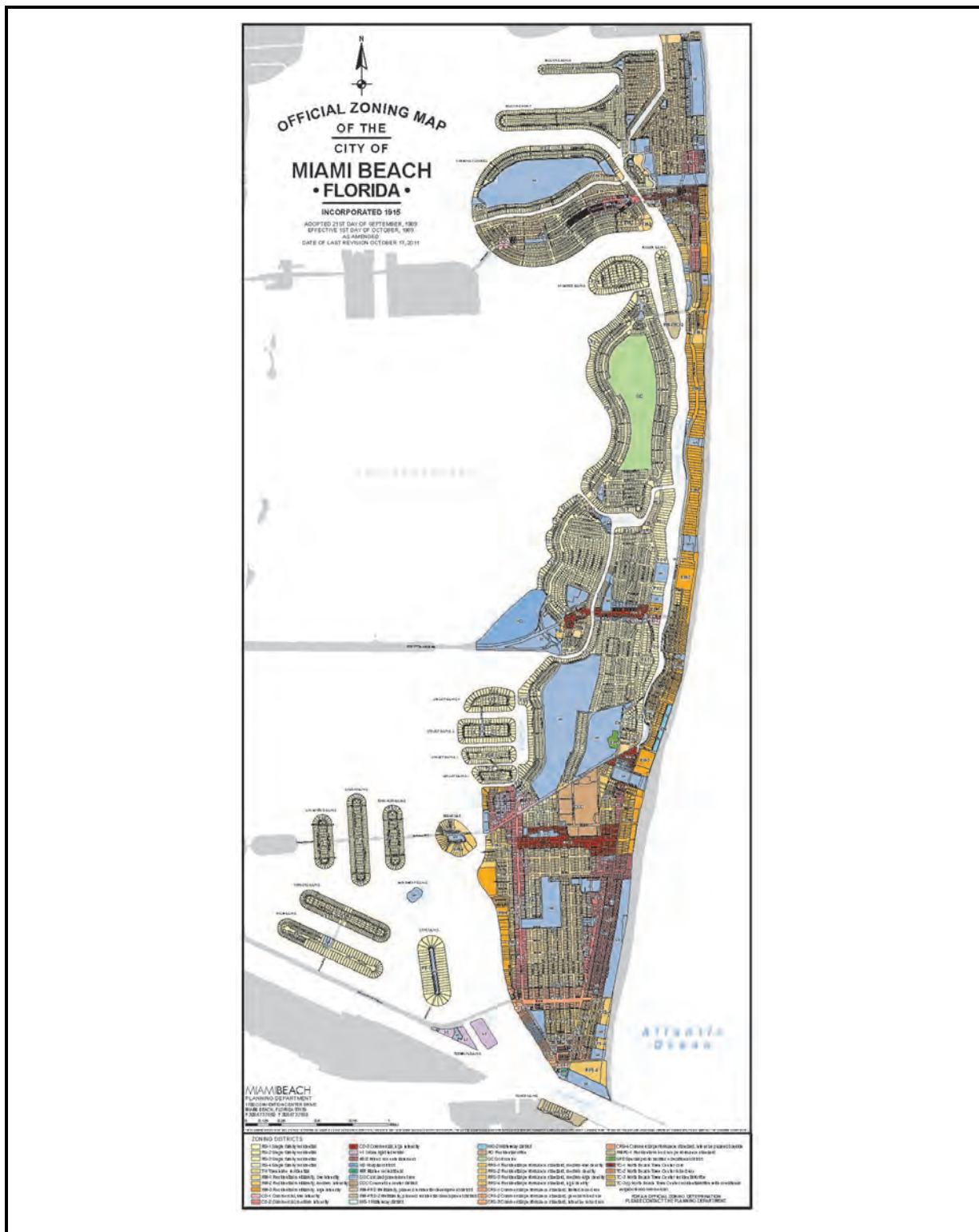
Although CBRE was not provided an Environmental Site Assessment (ESA), a tour of the site did not reveal any obvious issues regarding environmental contamination or adverse conditions.

The appraiser is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, CBRE, Inc. has specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

CONCLUSION

The subject sites are all well located along north-south thoroughfares with excellent walkability to the Lincoln Road pedestrian mall, as well as, resort hotels, residential neighborhood and the Atlantic Ocean beach front.

ZONING MAP



Zoning

The following chart summarizes the subject’s existing zoning requirements.

ZONING SUMMARY	
Current Zoning	GU, Government Use District
Intent & Purpose	Any land or air rights owned by or leased to the city or other governmental agency for no less than an initial term of 20 years shall automatically convert to a GU government use district.
Uses Permitted	The main permitted uses in the GU government use district are government buildings and uses, including but not limited to parking lots and garages; parks and associated parking; schools; performing arts and cultural facilities; monuments and memorials. Any use not listed above shall only be approved after the city commission holds a public hearing. See subsection 142-425(e) for public notice requirements.
Private Uses	Private or joint government/private uses in the GU government use district, including air rights, shall be reviewed by the planning board prior to approval by the city commission. See subsection 142-425(e) for public notice requirements.
Accessory Uses	Accessory uses in the GU government use district are as required in section 142-903.
Development Regulations	<p>(a) The development regulations (setbacks, floor area ratio, signs, parking, etc.) in the GU government use district shall be the average of the requirements contained in the surrounding zoning districts as determined by the planning and zoning director, which shall be approved by the city commission.</p> <p>Upon the sale of GU property, the zoning district classification shall be determined, after public hearing with notice pursuant to Florida Statutes, by the city commission in a manner consistent with the comprehensive plan. Upon the (b) expiration of a lease to the city or other government agency, the district shall revert to the zoning district and its regulations in effect at the initiation of the lease.</p> <p>(c) Setback regulations for parking lots and garages when they are the main permitted use are listed in subsection 142-1132(n).</p> <p>(d) Following a public hearing, the development regulations required by these land development regulations, except for the historic preservation and design review processes, may be waived by a five-sevenths vote of the city commission for developments pertaining to governmental owned or leased buildings, uses and sites which are wholly used by, open and accessible to the general public, or used by not-for-profit, educational, or cultural organizations, or for convention center hotels, or convention center hotel accessory garages, or city utilized parking lots, provided they are continually used for such purposes. Notwithstanding the above, no GU property may be used in a manner inconsistent with the comprehensive plan. In all cases involving the use of GU property by the private sector, or joint government/private use, development shall conform to all development regulations in addition to all applicable sections contained in these land development regulations and shall be reviewed by the planning board prior to approval by the city commission. All such private or joint government/private uses are allowed to apply for any permittee variances and shall not be eligible to waive any regulations as described in this paragraph. However, not-for-profit, educational, or cultural organizations as forth herein, shall be eligible for a city commission waiver of development regulations as described in this paragraph, except for the historic preservation and design review processes. Additionally, private uses on the GU lots fronting Collins Avenue between 79th and 87th Streets approved by the city commission for a period of less than ten years shall be eligible for a city commission waiver of the development regulations as described in this paragraph, for temporary structures only. Such waivers applicable to GU lots fronting Collins Avenue between 79th and 87th Streets may include, but not be limited to, the design review process, provided the city commission, as part of the waiver process, evaluates and considers all applicable design review requirements and criteria in chapter 118 of</p> <p>(e) When a public hearing is required to waive development regulations before the city commission, the public notice shall be advertised in a newspaper of general paid circulation in the city at least 15 days prior to the hearing. Fifteen days prior to the public hearing date, both a description of the request and the time and place of such hearing shall be posted on the property, and notice shall also be given by mail to the owners of land lying within 375 feet of the property. A five-sevenths vote of the city commission is required to approve a waiver or use that is considered under this regulation.</p>

Source: City of Miami Beach Planning & Zoning Department

The following chart summarizes the subject’s proposed rezoning regulation.

ZONING SUMMARY	
Current Zoning	CD-2, Commercial, Medium Intensity District
Purpose	The CD-2 commercial, medium intensity district provides for commercial activities, services, offices and related activities which serve the entire city.
Main Permitted Uses	<p>The main permitted uses in the CD-2 commercial, medium intensity district are commercial uses (including, for example, personal service establishments); apartments; apartment hotels, hotels, hostels, and suite hotels (pursuant to <u>section 142-1105</u> of this chapter); religious institutions with an occupancy of 199 persons or less and alcoholic beverages establishments pursuant to the regulations set forth in <u>chapter 6</u>; Alcoholic beverage establishments located in the following geographic areas within the CD-2 commercial, medium intensity district shall be subject to the additional requirements set forth in <u>section 142-310</u>:</p> <p>a) <i>Alton Road corridor.</i> Properties on the west side of Alton Road and east of Alton Court, between 5th Street and 11th Street, and between 14th Street and Collins Canal; and properties on the east side of West Avenue, between Lincoln Road and 17th Street, except alcoholic beverage establishments fronting Lincoln Road between West Avenue and Alton Road.</p> <p>b) <i>Sunset Harbour neighborhood.</i> The geographic area generally bounded by Purdy Avenue to the west, 20th Street and the waterway to the north, Alton Road to the east, and Dade Boulevard to the south.</p>
Conditional Uses	The conditional uses in the CD-2 commercial, medium intensity district are funeral home; religious institutions; pawnshops; video game arcades; public and private institutions; schools; any use selling gasoline; new construction of structures 50,000 square feet and over (even when divided by a district boundary line), which review shall be the first step in the process before the review by any of the other land development boards; outdoor entertainment establishment; neighborhood impact establishment; open air entertainment establishment; and storage and/or parking of commercial vehicles on a site other than the site at which the associated commerce, trade or business is located. See section 142-1103.
Accessory Uses	The accessory uses in the CD-2 commercial, medium intensity district are as required in article IV, division 2 of this chapter; and accessory outdoor bar counters, provided that the accessory outdoor bar counter is not operated or utilized between midnight and 8:00 a.m.; however, for an accessory outdoor bar counter which is adjacent to a property with an apartment unit, the accessory outdoor bar counter may not be operated or utilized between 8:00 p.m. and 8:00 a.m.
Prohibited Uses	The prohibited uses in the CD-2 commercial, medium intensity district are accessory outdoor bar counters, except as provided in article IV, division 2 of this chapter and in chapter 6.
Source: City of Miami Beach Planning & Zoning Department	

ZONING SUMMARY - Continued

Maximum Floor Area Ratio	1.50 FAR, plus Code Section 142-307(d) allows 2.0 FAR where more than 25% of the building is used for
Minimum Lot Area	None
Minimum Lot Width	None
Minimum Apt. Unit Size	New Construction: 550-SF; Rehabilitated Buildings: 400-SF Non-elderly and elderly low and moderate income housing: 400-SF Workforce Housing: 400-SF
Average Apt. Unit Size	New Construction: 800-SF; Rehabilitated Buildings: 550-SF Non-elderly and elderly low and moderate income housing: 400-SF Workforce housing: 400-SF
Minimum Hotel Unit Size	15%: 300-SF to 335-SF and 85%: 335-SF & up; Rehabilitation of Historic Buildings: 200-SF For contributing hotel structures, located within an individual historic site, a local historic district or a national register district, which are being renovated in accordance with the Secretary of the Interior Standards and Guidelines for the Rehabilitation of Historic Structures as amended, retaining the existing room configuration shall be permitted, provided all rooms are a minimum of 200 square feet. Additionally, existing room configurations for the above described hotel structures may be modified to address applicable life-safety and accessibility regulations, provided the 200 square feet minimum unit size is maintained, and provided the maximum occupancy per hotel room does not exceed 4 persons. In addition, the minimum hotel unit size for a property formerly zoned HD is 250 square feet, provided that the property does not exceed 25,000 square feet as of March 23, 2019. Hotel units within rooftop additions to contributing structures in a historic district and individually designated historic buildings—200. The number of units may not exceed the maximum density set forth in the comprehensive plan.
Average Hotel Unit Size	50 Feet (except as provided in Section 142-1161)
Maximum Height	Notwithstanding the above, the design review board or historic preservation board, in accordance with the applicable review criteria, may allow up to an additional five feet of height, not to exceed a maximum height of 55 feet. In order to utilize the additional height, the first floor shall provide at least 12 feet in height, as measured from the base flood elevation plus maximum freeboard, to the top of the second floor slab. 40 Feet for self-storage warehouse, except that the building height shall be limited to 25 feet within 50 feet from the rear property line for lots abutting an alley; and within 60 feet from a residential district for blocks with no alley. 60 Feet for mixed-use and commercial buildings that include structured parking for properties on the west side of Alton Road from 6th Street to Collins Canal.
Maximum Stories	5 Stories (except for permitted height exceptions as provided in Code Section 142-1161)
Minimum Setbacks;	
Front, At Grade Parking Lot	5 Feet
Front, Pedestal & Tower Non-Oceanfront	-0- Feet and residential uses follow the RM-1, 2 & 3 setbacks
Front, Pedestal & Tower Oceanfront	Pedestal: 15 Feet; Tower: 20 Feet + 1 foot for every 50 feet in height, to a maximum of 50 feet, then
Side, Interior, At Grade Parking Lot	5 Feet
Side, Interior, Pedestal & Tower Non-Oceanfront	10 feet when abutting a residential district, otherwise none. Notwithstanding the foregoing, rooftop additions to contributing structures in a historic district and individually designated historic buildings may follow existing nonconforming rear pedestal setbacks.
Side, Interior, Pedestal & Tower Oceanfront	Notwithstanding the foregoing, rooftop additions to contributing structures in a historic district and individually designated historic buildings may follow existing nonconforming rear pedestal setbacks.
Side, Facing a Street, At Grade	5 Feet
Side, Facing a Street, Pedestal & Tower Non-Oceanfront	10 feet when abutting a residential district, unless separated by a street or waterway otherwise none
Side, Facing a Street, Pedestal & Tower Oceanfront	10 Feet
Rear, At Grade Parking Lot	5 Feet and if abutting an alley -0- Feet
Rear, Pedestal & Tower Non-Oceanfront	5 Feet; and, 10 Feet when abutting residential district, unless separated by a street or waterway, then -0-.
Rear, Pedestal & Tower Oceanfront	25% of lot depth, 75 feet minimum from the bulkhead line whichever is greater (b) The tower setback shall not be less than the pedestal setback. (c) Parking lots and garages: If located on the same lot as the main structure the above setbacks shall apply. If primary use the setbacks are listed in subsection 142-1132(n). (d) Mixed use buildings: Calculation of setbacks and floor area ratio: (1) Setbacks. When more than 25 percent of the total area of a building is used for residential or hotel units, any floor containing such units shall follow the RM-1, 2, 3 setback regulations. (2) Floor area ratio. When more than 25 percent of the total area of a building is used for residential or hotel units, the floor area ratio range shall be as set forth in the RM-2 district. (3) The maximum floor area ratio (FAR) for self-storage warehouses shall be 1.5. The floor area ratio provision for mixed use buildings in section 142-307(d)(2) above shall not apply to self-storage warehouse development.
Buildings Containing Parking Spaces	Residential or commercial uses, as applicable, at the first level along every facade facing a street, sidewalk or waterway; for properties not having access to an alley, the required residential space shall accommodate entrance and exit drives. Residential or commercial uses above the first level along every facade facing a waterway. For properties less than 60 feet in width, the total amount of commercial space at the first level along a street side shall be determined by the design review or historic preservation board, as applicable. All facades above the first level, facing a street or sidewalk, shall include a substantial portion of residential or commercial uses; the total amount of residential or commercial space shall be determined by the design review or historic preservation board, as applicable, based upon their respective criteria.
Parking Requirements - District No. 6	Refer to Section 130-31 of municipal zoning code.

Source: City of Miami Beach Planning & Zoning Department

ZONING SUMMARY

Current Zoning	CD-3, Commercial, High Intensity District
Purpose	The CD-3 district is designed to accommodate a highly concentrated business core in which activities serving the entire city are located.
Permitted Uses	The main permitted uses are commercial uses; apartments; apartment/hotels; hotels, alcoholic beverage establishments pursuant to the regulations set forth in Chapter 6, and religious institutions with an occupancy of 199 persons or less. Offices are prohibited on the ground floor on that portion of Lincoln Road which is closed to traffic, unless the office area is located in a mezzanine, or at least 75 feet back from the storefront; also apartments, apartment/hotels and hotels located on that portion of Lincoln Road shall comply with section 142-335. Dance halls (as defined in section 114-1 of this Code) not also operating as restaurants with full kitchens and serving full meals and licensed as alcoholic beverage establishments are prohibited on properties having a lot line adjoining Lincoln Road, from the Atlantic Ocean to Biscayne Bay, unless the dance hall is located within a hotel with a minimum of 100 hotel units.
Conditional Uses	The conditional uses are adult living congregate facilities; new construction of structures 50,000 square feet and over (even when divided by a district boundary line), which review shall be the first step in the process before the review by any of the other land development boards; outdoor entertainment establishment, neighborhood impact establishment, open air entertainment establishment, nursing homes; religious institutions with an occupancy greater than 199 persons; video game arcades; public and private institutions; schools and major cultural dormitory facilities as specified in section 142-1332; and storage and/or parking of commercial vehicles on a site other than the site at which the associated commerce, trade or business is located, except such storage and/or parking of commercial vehicles shall not be permitted on lots with frontage on Lincoln Road, Collins Avenue, 41st Street and 71st Street. See subsection 142-1103(c). When located on that portion of Lincoln Road that is closed to traffic, these uses shall comply with section 142-335.
Accessory Uses	The accessory uses in the CD-3 commercial, high intensity district are as follows: (1) Those uses permitted in article IV, division 2 of this chapter. (2) Accessory outdoor bar counters, pursuant to the regulations set forth in Chapter 6, provided that the accessory outdoor bar counter is not operated or utilized between midnight and 8:00 a.m.; however, for an accessory outdoor bar counter which is adjacent to a property with an apartment unit, the accessory outdoor bar counter may not be operated or utilized between 8:00 p.m. and 8:00 a.m.
Prohibited Uses	The prohibited uses are pawnshops; secondhand dealers of precious metals/precious metals dealers; and accessory outdoor bar counter, except as provided in Article IV, Division 2 of this Chapter and in Chapter 6.
Lincoln Road	Apartments, apartment/hotels, hotels and the conditional uses, as described in this division, which are located on that portion of Lincoln Road that is closed to traffic, may have first floor entrances and lobbies occupying up to 20 percent of their total street frontage(s). The remainder of their first floor frontage shall consist solely of commercial uses, extending back at least 75 feet from the street frontage(s).

Source: Miami Beach Planning & Zoning Dept.

ZONING SUMMARY - Continued

F.A.R.	<p>1) Lot area equal to or less than 45,000 sq. ft.—2.25; Lot area greater than 45,000 sq. ft.—2.75; Oceanfront lots with lot area greater than 45,000 sq. ft.—3.0.</p> <p>2) Notwithstanding the above, oceanfront lots in architectural district shall have a maximum FAR of 2.0.</p> <p>3) Notwithstanding the above, lots located between Drexel Avenue and Collins Avenue and between 16th Street and 17th Street shall have a maximum FAR of 2.75.</p> <p>4) Notwithstanding the above, lots which, as of the effective date of this ordinance (November 14, 1998), are oceanfront lots with a lot area greater than 100,000 sq. ft. with an existing building, shall have a maximum FAR of 3.0; however, additional FAR shall be available for the sole purpose of providing hotel amenities as follows: the lesser of 0.15 FAR or 20,000 sq. ft.</p> <p>However, the floor area ratio maximum for residential development, inclusive of hotels, in the architectural district shall be 2.50.</p>
Minimum Lot Area Minimum Lot Width Maximum Height	<p>Commercial - None; Residential - 7,000 SF</p> <p>Commercial - none; residential - 50 feet</p> <p>75 feet.</p> <p>Lots within the architectural district: 50 feet.</p> <p>Lots fronting on 17th Street: 80 feet.</p> <p>City Center Area (bounded by Drexel Avenue, 16th Street, Collins Avenue and the south property line of those lots fronting on the south side of Lincoln Road): 100 feet.</p> <p>Notwithstanding the foregoing requirement for City Center Area, the following additional shall apply: The height for lots fronting on Lincoln Road and 16th Street between Drexel Avenue and Washington Avenue are limited to 50 feet for the first 50' of lot depth.</p> <p>The height for lots fronting on Drexel Avenue is limited to 50 feet for the first 25' of lot depth (except as provided in section 142-1161).</p>
Maximum Stories	<p>7 stories.</p> <p>Lots within the agricultural district: 5 stories.</p> <p>Lots fronting on 17th Street: 7 stories.</p> <p>City Center Area (bounded by Drexel Avenue, 16th Street, Collins Avenue and the south property line of those lots fronting on the south side of Lincoln Road): 11 stories, subject to the applicable height restrictions (except as provided in section 142-1161).</p>
Minimum Setbacks; Front Yard Street Side Yard	<p>5 Feet</p> <p>Subterranean design is 0 feet; pedestal & tower is 0 to 10 feet for non-Oceanfront properties and 10 feet for Oceanfront commercial properties and for residential uses, must follow RM 1, 2, & 3 setbacks.</p>
Interior Side Yard Rear Yard Minimum Unit Size	<p>5 Feet</p> <p>5 Feet and -0- if abutting an alley</p> <p>New Construction - 550 SF</p> <p>Rehabilitated buildings - 400 SF</p> <p>Hotels - 15% of units - 300 SF to 335 SF; and the remaining 85% of units - 335 SF or more</p> <p>For contributing hotel structures, located within an individual historic site, a local historic district or a national register district, which are being renovated in accordance with the Secretary of the Interior Standards and Guidelines for the Rehabilitation of Historic Structures as amended, retaining the existing room configuration shall be permitted, provided all rooms are a minimum of 200 square feet. Additionally, existing room configurations for the above described hotel structures may be modified to address applicable life-safety and accessibility regulations, provided the 200 square feet minimum unit size is maintained, and provided the maximum occupancy per hotel room does not exceed 4 persons.</p>
Average Unit Size	<p>New Construction - 800 SF</p> <p>Rehabilitated buildings - 550 SF</p> <p>Hotels - N/A</p>
Off-Street Parking Requirement; Alcoholic Beverage Establishment Amusement Place Apartment & Apt.-Hotel Outdoor Cafe Sidewalk Cafes Grocery Stores & Supermarket Hotel Office Retail Store	<p>1 space per 4 seats & 1 space per 60-SF of non-seating area</p> <p>1 space per 60-SF</p> <p>1.5 spaces per unit on lots 50 feet in width or less</p> <p>1 space per 4 seats</p> <p>None required</p> <p>1 space per 250-SF</p> <p>1 space per unit for structures under 250-units</p> <p>1 space per 400-SF</p> <p>1 space per 300-SF</p>

Source: Miami Beach Planning & Zoning Dept.

ANALYSIS AND CONCLUSION

The existing municipal metered, surface parking lot improvements represent a legally conforming use and the City of Miami Beach is considering potential redevelopment of the subject properties, subject to a citywide voter referendum, a comprehensive land use modification and rezoning from GU, Government Use to CD-2, Commercial, Medium Intensity and CD-3, Commercial, High Intensity districts.

The third-party developer responses to the City's RFP and proposed term sheets are summarized as follows:

Municipal Lot	Site Size	Proposal	Proposed FAR
P25	0.86-Acre	70,125-SF Retail & Office	1.87-FAR
P26	1.10-Acres	124,548-SF Retail & Office	2.59-FAR
P27	1.36-Acres	162,000-SF Retail, Office & Residential	2.73-FAR

According to the client, the P25 lot is proposed to be split zoned CD-2, Commercial, Medium Intensity & CD-3, Commercial, High Intensity, while P26 & P27 are proposed for the CD-3, Commercial, High Intensity designation. As such, the foregoing proposals appear to be in general conformance with the proposed rezoning districts.

Additional information may be obtained from the City of Miami Beach Planning & Zoning Department. For purposes of this appraisal, CBRE has assumed the information obtained is correct.

Tax and Assessment Data

AD VALOREM TAX INFORMATION - MUNICIPAL PARKING LOT P25				
Parcel	Assessor's Parcel No.	2020	2021	Pro Forma
1	02-3234-004-0870	760,656	760,545	\$26,000,000
2	02-3234-004-0880	760,546	760,545	
3	02-3234-004-0890	760,670	760,559	
4	02-3234-004-0900	750,000	750,000	
5	02-3234-004-0910	760,670	760,559	
Subtotal		\$3,792,542	\$3,792,208	\$26,000,000
% of Assessed Value		100%	100%	65%
Final Assessed Value		3,792,542	3,792,208	\$16,900,000
General Tax Rate (per \$100 A.V.)		1.935960	1.930810	1.930810
Total Taxes		\$73,422	\$73,220	\$326,307
4% Tax Reduction for Early Pay Discount		(\$2,937)	(\$2,929)	(\$13,052)
Total Adjusted Taxes		Exempt	Exempt	\$313,255
Taxes per SF		---	---	\$8.36

Source: Assessor's Office

AD VALOREM TAX INFORMATION - MUNICIPAL PARKING LOT P26				
Parcel	Assessor's Parcel No.	2020	2021	Pro Forma
1	02-3234-004-0710	491,592	491,471	\$33,600,000
2	02-3234-004-0720	811,578	811,457	
3	02-3234-004-0730	811,592	811,471	
4	02-3234-004-0820	811,585	811,464	
5	02-3234-004-0830	811,585	811,464	
6	02-3234-004-0840	491,585	491,464	
Subtotal		\$4,229,517	\$4,228,791	\$33,600,000
% of Assessed Value		100%	100%	65%
Final Assessed Value		3,792,542	3,792,208	\$21,840,000
General Tax Rate (per \$100 A.V.)		1.935960	1.930810	1.930810
Total Taxes		\$73,422	\$73,220	\$421,689
4% Tax Reduction for Early Pay Discount		(\$2,937)	(\$2,929)	(\$16,868)
Total Adjusted Taxes		Exempt	Exempt	\$404,821
Taxes per SF		---	---	\$8.43

Source: Assessor's Office

AD VALOREM TAX INFORMATION - MUNICIPAL PARKING LOT P27				
Parcel	Assessor's Parcel No.	2020	2021	Pro Forma
1	02-3234-007-0560	750,000	750,000	\$39,000,000
2	02-3234-007-0570	1,425,000	1,425,000	
3	02-3234-007-0630	750,000	750,000	
4	02-3234-007-0640	750,000	750,000	
5	02-3234-007-0650	755,486	755,486	
6	02-3434-007-0660	750,000	750,000	
7	02-3234-007-0670	750,000	750,000	
Subtotal		\$5,930,486	\$5,930,486	\$39,000,000
% of Assessed Value		100%	100%	65%
Final Assessed Value		3,792,542	3,792,208	\$25,350,000
General Tax Rate (per \$100 A.V.)		1.935960	1.930810	1.930810
Total Taxes		\$73,422	\$73,220	\$489,460
4% Tax Reduction for Early Pay Discount		(\$2,937)	(\$2,929)	(\$19,578)
Total Adjusted Taxes		Exempt	Exempt	\$469,882
Taxes per SF		---	---	\$7.93

Source: Assessor's Office

The local Assessor's methodology for valuation is sales comparison approach to value. The next re-assessment of the subject was scheduled for January 1, 2023. If the subject sold for the value estimate in this report, a reassessment at that value could occur based on the "just value" statute, less cost of sale.

It should also be noted that the subject property is exempt from real estate property taxes based on city government ownership. However, if the subject property were sold-off to a third-party developer or user, the exemption would be rescinded. In addition, under a ground lease scenario, the land component would remain exempt while the third-party leasehold improvements would be taxable, unless a non-profit or municipal government entity developed and operated the leasehold improvements.

According to the "just value" statute for all Counties within the State of Florida, the assessment for taxation purposes, is supposed to reflect 100% of market value, less cost of sale, i. e. marketing & real estate commissions, transaction & mortgage recording fees, etc., which typically equates to 65% to 85% of a recorded sale price and/or a market value estimate.

According to a representative of Miami-Dade County Revenue Collector, there are no delinquent property taxes encumbering the subject.

Market Analysis

The market analysis forms a basis for assessing market area boundaries, supply and demand factors, and indications of financial feasibility. Primary data sources used for this analysis includes CoStar Group, Inc., PriceWaterhouseCoopers (PWC), Econometric Advisors (a subsidiary of CBRE, Inc.), REIS, Costar Group and Esri.

METROPOLITAN MIAMI-DADE COUNTY, FL - OFFICE MARKET OVERVIEW

Recent Performance

The following table summarizes historical and projected performance for the overall metropolitan Miami-Dade County, FL - office market, as reported by CoStar.

MIAMI-DADE COUNTY, FL - OFFICE MARKET								
Year Ending	Inventory (SF)	Completions (SF)	Occupied Stock (SF)	Occupancy	Asking Rent (\$/SF Gross)	Asking Rent Change	Net Absorption (SF)	Transaction Price Per Area (SF)
2017	106,065,221	686,246	97,881,120	92.3%	\$35.12	3.27%	1,416,122	\$236.27
2018	107,241,402	1,176,181	98,064,328	91.4%	\$36.73	4.58%	83,271	\$246.41
2019	107,376,445	40,043	98,231,984	91.5%	\$37.88	3.14%	166,728	\$72.45
2020	108,651,333	1,274,888	97,521,400	89.8%	\$39.02	2.99%	-710,584	\$176.97
Q1 2021	108,816,932	165,599	97,314,536	89.4%	\$39.42	1.04%	-206,868	\$237.50
Q2 2021	109,056,867	239,935	97,524,120	89.4%	\$40.01	1.49%	209,588	\$245.55
Q3 2021	109,053,560	-3,307	98,054,776	89.9%	\$40.58	1.41%	530,651	\$290.22
Q4 2021	109,410,206	356,646	98,087,152	89.7%	\$41.31	1.82%	32,381	\$183.21
2021	109,410,206	758,873	98,087,152	89.7%	\$41.31	5.88%	565,752	\$183.21
Q1 2022	109,482,715	72,509	98,507,640	90.0%	\$41.82	1.23%	420,485	\$228.16
Q2 2022*	109,826,469	343,754	98,802,240	90.0%	\$42.62	1.91%	294,631	\$424.09
Q3 2022*	110,705,613	879,144	99,173,688	89.6%	\$43.47	2.01%	372,391	-
Q4 2022*	111,136,850	431,237	99,557,928	89.6%	\$44.28	1.86%	385,987	-
2022*	111,136,850	1,726,644	99,557,928	89.6%	\$44.28	7.19%	1,473,494	-
2023*	111,203,739	66,889	100,750,008	90.6%	\$47.43	7.10%	1,196,004	-
2024*	112,218,450	1,014,711	101,631,888	90.6%	\$49.53	4.44%	883,377	-
2025*	113,531,626	1,313,176	102,505,240	90.3%	\$50.86	2.68%	876,776	-
2026*	114,519,142	987,516	103,154,960	90.1%	\$51.63	1.52%	653,076	-
2027*	115,487,898	968,756	103,755,344	89.8%	\$52.18	1.06%	603,631	-

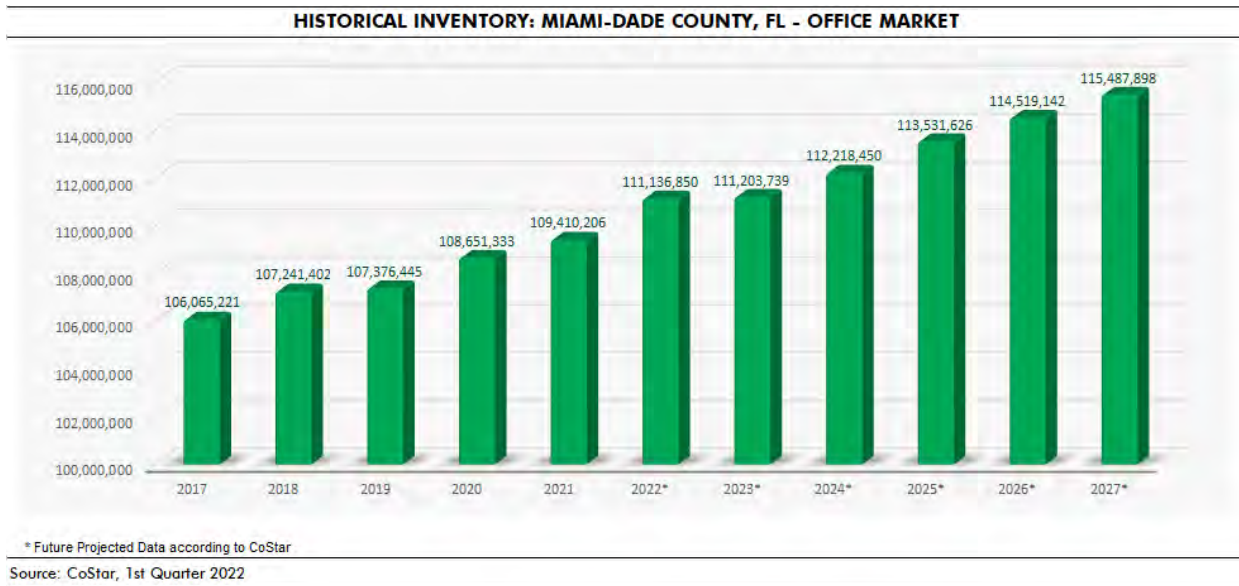
* Future Projected Data according to CoStar
Source: CoStar, 1st Quarter 2022

The Miami-Dade County, FL - office market consists of approximately 109,482,715 square feet of office space. The following observations are noted from the table above:

- As of 1st Quarter 2022, there was approximately 98,507,640 square feet of occupied office space (including sublet space), resulting in an occupancy rate of 90.0% for the metro area. This reflects an increase from the previous quarter's occupancy of 89.7%, and a small increase from an occupancy rate of 89.7% from last year.
- The area experienced positive 420,485 square feet of net absorption for the current quarter. This indicates an improvement from the previous quarter's positive 32,381 square feet of net absorption, and a decline from the positive 565,752 square feet of net absorption from last year.

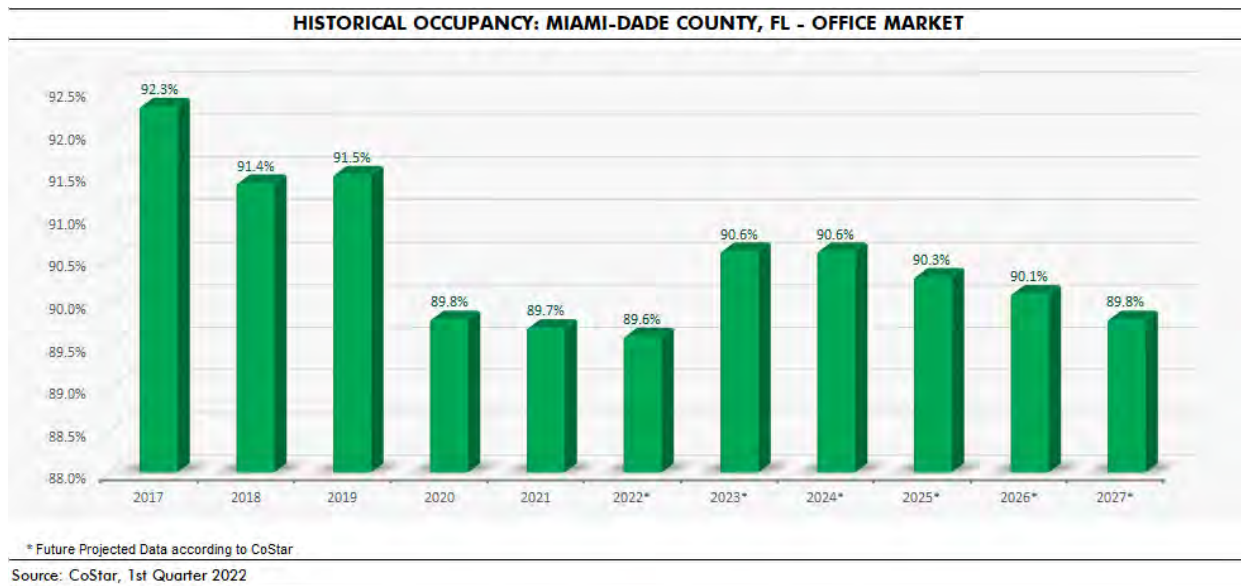
- The area had completions of positive 72,509 square feet for the current quarter, which indicates a decrease from the previous quarter’s completions of positive 356,646 square feet, and indicates a decline from completions of positive 758,873 square feet from last year.
- The area achieved average asking rent of \$41.82 per square foot, which indicates an increase from the previous quarter’s asking rent of \$41.31 per square foot, and an increase from the asking rent of \$41.31 per square foot from last year.

Historical Inventory – Market



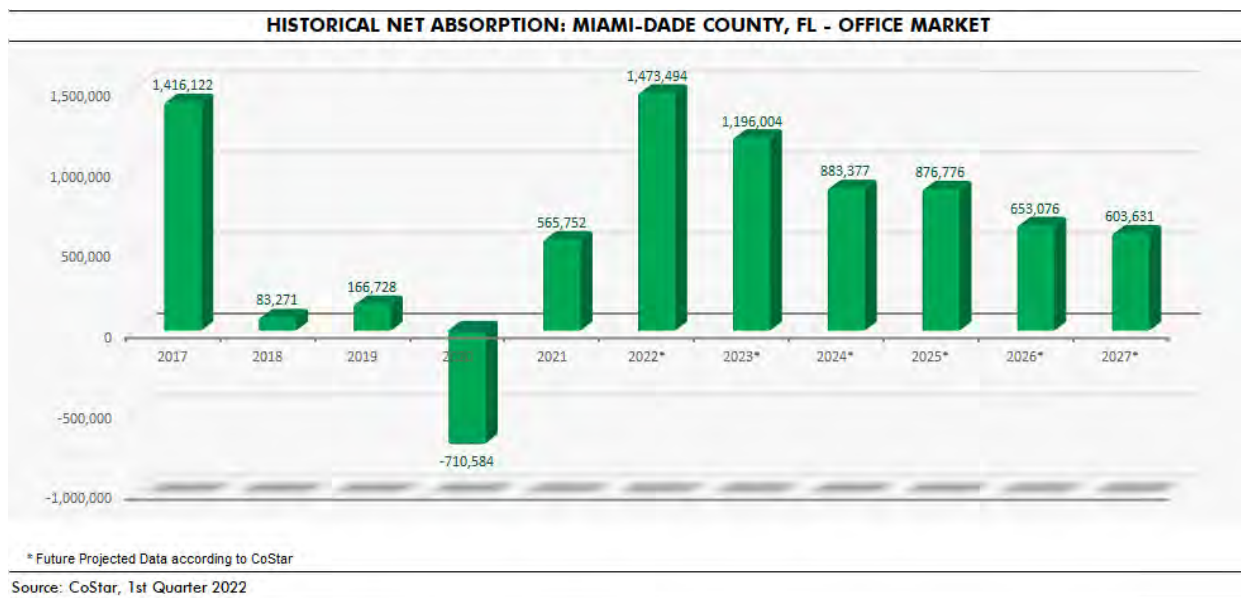
Inventory is projected to be 111,136,850 square feet at the end of the current year, which represents an increase from the previous year’s inventory of 109,410,206 square feet. Inventory for next year is projected to be 111,203,739 square feet, reflecting an increase from the current year.

Historical Occupancy - Market



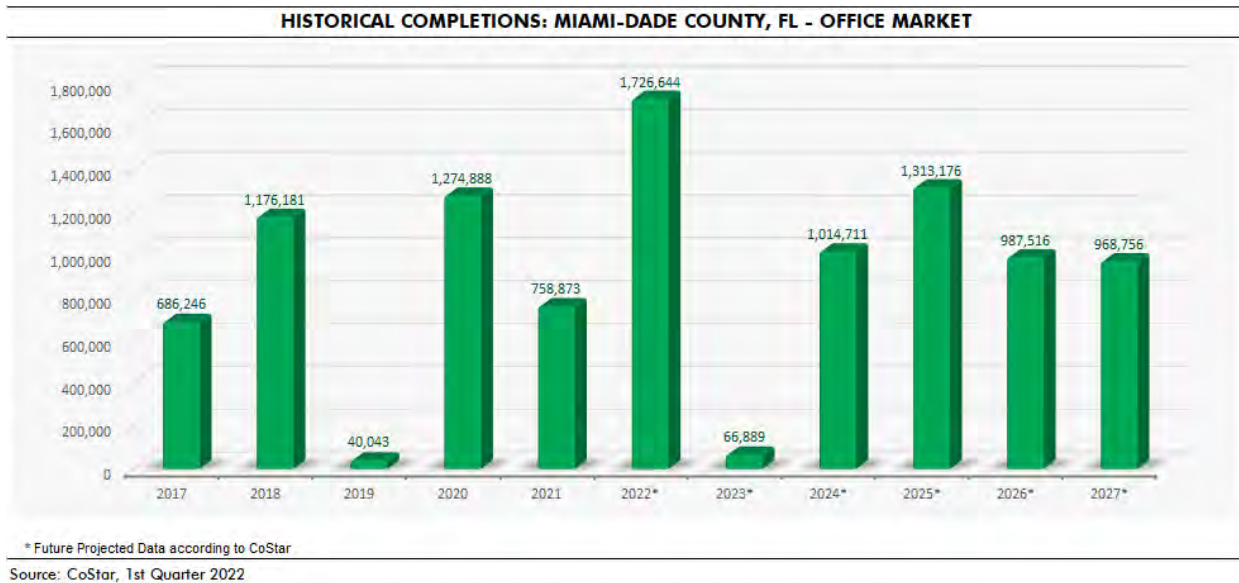
At the end of the current year, the occupancy rate is projected to be 89.6%, which reflects a small decrease from the 89.7% occupancy rate at the end of last year. Occupancy for next year is projected to be 90.6%, reflecting an increase from the current year.

Historical Net Absorption - Market



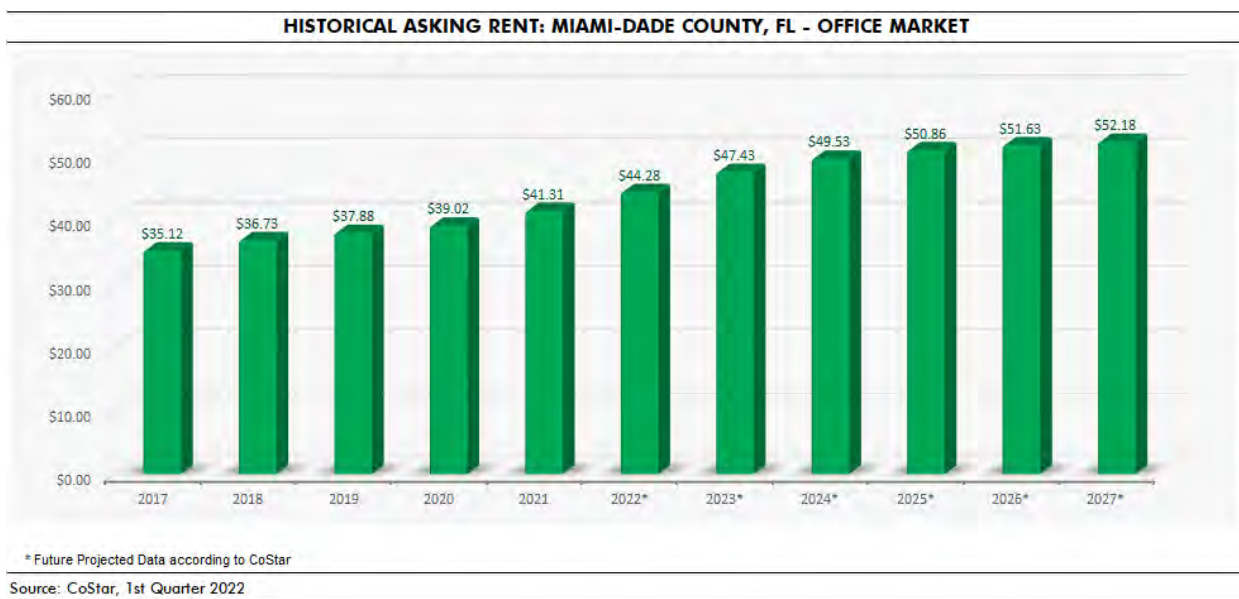
At the end of the current year, the area is projected to experience positive 1,473,494 square feet of net absorption, which indicates an improvement from the positive 565,752 square feet of net absorption for the previous year. The area is projected to experience positive 1,196,004 square feet of net absorption as of the end of next year, which indicates a decline from the current year.

Historical Completions - Market



The area is projected to achieve completions of positive 1,726,644 square feet for the current year, which indicates an improvement from the previous year’s completions of positive 758,873 square feet. The area is projected to experience completions of positive 66,889 square feet as of the end of next year, which indicates a decline from the current year.

Historical Asking Rent - Market



The area is projected to achieve average asking rent of \$44.28 per square foot at the end of the current year, which indicates an increase from the previous year’s asking rent of \$41.31 per

square foot. The area is projected to achieve asking rent of \$47.43 per square foot by the end of next year, indicating an increase from the current year.

SUBMARKET SNAPSHOT

The following table summarizes the supply of office square footage for each submarket within the Miami-Dade County, FL - market as of 1st Quarter 2022.

MIAMI-DADE COUNTY, FL - OFFICE SUBMARKET SNAPSHOT				
Submarket	Inventory (SF)	Completions* (SF)	Asking Rent (\$/SF Gross)	Occupancy
Aventura	2,580,276	-23,650	\$53.66	93.2%
Biscayne Corridor	3,635,291	0	\$40.97	90.4%
Brickell	8,583,836	0	\$59.41	89.6%
Coconut Grove	2,610,394	180,000	\$52.33	88.9%
Coral Gables	11,581,689	-77,921	\$43.53	88.1%
Coral Way	2,598,090	0	\$35.99	95.9%
Downtown Miami	12,333,223	0	\$44.53	84.2%
Hialeah	3,356,652	0	\$34.03	98.5%
Kendall	12,961,450	0	\$38.22	95.4%
Miami	6,227,231	0	\$39.75	96.8%
Miami Airport	19,667,138	0	\$36.63	86.3%
Miami Beach	4,983,003	144,430	\$47.75	88.5%
Miami Gardens/Opa Locka	459,743	0	\$34.37	95.8%
Miami Lakes	3,637,456	0	\$32.40	91.5%
Northeast Dade	7,133,464	-6,226	\$33.82	94.6%
Outlying Miami-Dade Cnty	345,524	71,886	\$36.72	42.5%
South Dade	2,572,226	47,693	\$34.70	93.5%
West Miami	2,069,141	0	\$34.23	97.3%
Wynwood-Design District	2,146,888	329,571	\$54.51	72.8%

*Completions include trailing 4 quarters

Source: CoStar, 1st Quarter

Miami Beach Submarket

Important characteristics of the Miami Beach office market are summarized below:

MIAMI BEACH OFFICE SUBMARKET								
Year Ending	Inventory (SF)	Completions (SF)	Occupied Stock (SF)	Occupancy	Asking Rent (\$/SF Gross)	Asking Rent Change	Net Absorption (SF)	Transaction Price Per Area (SF)
2017	4,854,166	26,899	4,556,891	93.9%	\$41.12	5.20%	-44,250	\$669.91
2018	4,854,166	0	4,505,588	92.8%	\$41.57	1.11%	-51,239	\$494.58
2019	4,838,573	-15,593	4,470,279	92.4%	\$42.88	3.14%	-35,309	\$303.78
2020	4,838,573	0	4,448,140	91.9%	\$44.28	3.26%	-22,139	\$550.13
Q1 2021	4,838,573	0	4,460,929	92.2%	\$44.87	1.33%	12,789	\$386.61
Q2 2021	4,838,573	0	4,461,357	92.2%	\$45.55	1.52%	428	\$1,420.22
Q3 2021	4,838,573	0	4,460,762	92.2%	\$46.25	1.55%	-595	\$572.74
Q4 2021	4,838,573	0	4,399,572	90.9%	\$47.11	1.86%	-61,190	\$624.28
2021	4,838,573	0	4,399,572	90.9%	\$47.11	6.40%	-48,568	\$624.28
Q1 2022	4,983,003	144,430	4,407,489	88.5%	\$47.75	1.35%	7,917	\$770.10
Q2 2022*	4,983,003	0	4,446,358	89.2%	\$48.68	1.96%	38,875	\$794.88
Q3 2022*	4,995,825	12,822	4,457,452	89.2%	\$49.65	1.99%	11,128	-
Q4 2022*	4,992,719	-3,106	4,486,817	89.9%	\$50.56	1.84%	29,412	-
2022*	4,992,719	154,146	4,486,817	89.9%	\$50.56	7.33%	87,332	-
2023*	5,065,851	73,132	4,502,016	88.9%	\$54.07	6.94%	15,110	-
2024*	5,110,603	44,752	4,571,096	89.4%	\$56.38	4.27%	67,908	-
2025*	5,553,400	442,797	4,976,362	89.6%	\$57.84	2.59%	404,795	-
2026*	5,659,730	106,330	5,054,881	89.3%	\$58.67	1.44%	77,971	-
2027*	5,764,458	104,728	5,131,736	89.0%	\$59.26	0.99%	76,021	-

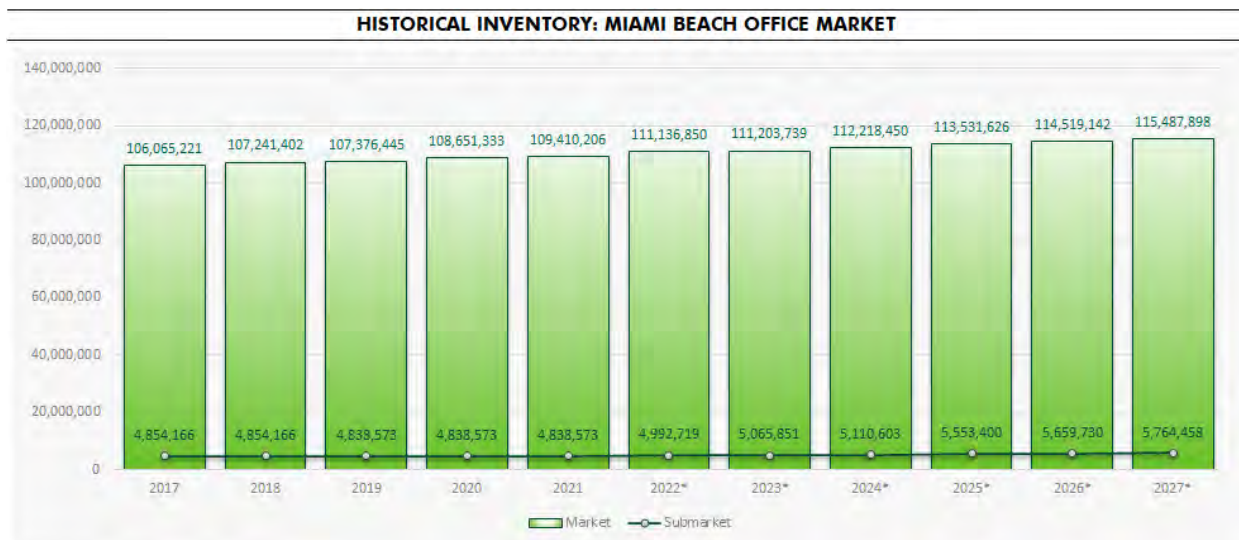
*Future Projected Data according to CoStar

Source: CoStar, 1st Quarter 2022

The Miami Beach office submarket consists of approximately 4,983,003 square feet of office space. The current submarket inventory represents approximately 4.6% of the overall market inventory. The following observations were noted from the table above:

- As of 1st Quarter 2022, there was approximately 4,407,489 square feet of occupied office space (including sublet space), resulting in an occupancy rate of 88.5% for the submarket. This reflects a decrease from the previous quarter’s occupancy of 90.9%, and a decrease from an occupancy rate of 90.9% from last year. The submarket occupancy is below the 90.0% market occupancy.
- The submarket experienced positive 7,917 square feet of net absorption for the current quarter. This indicates an improvement from the previous quarter’s negative 61,190 square feet of net absorption, and an improvement from the negative 48,568 square feet of net absorption from a year ago. The submarket’s current net absorption of positive 7,917 square feet is below the overall market net absorption of positive 420,485 square feet.
- The submarket had completions of positive 144,430 square feet for the current quarter, which indicates an increase from the previous quarter’s zero completions, and an increase from the zero completions from last year.
- The submarket achieved average asking rent of \$47.75 per square foot, which indicates an increase from the previous quarter’s asking rent of \$47.11 per square foot, and an increase from the asking rent of \$47.11 per square foot from last year. The submarket’s current asking rent of \$47.75 per square foot compares favorably with the overall market asking rent of \$41.82 per square foot.

Historical Inventory - Submarket

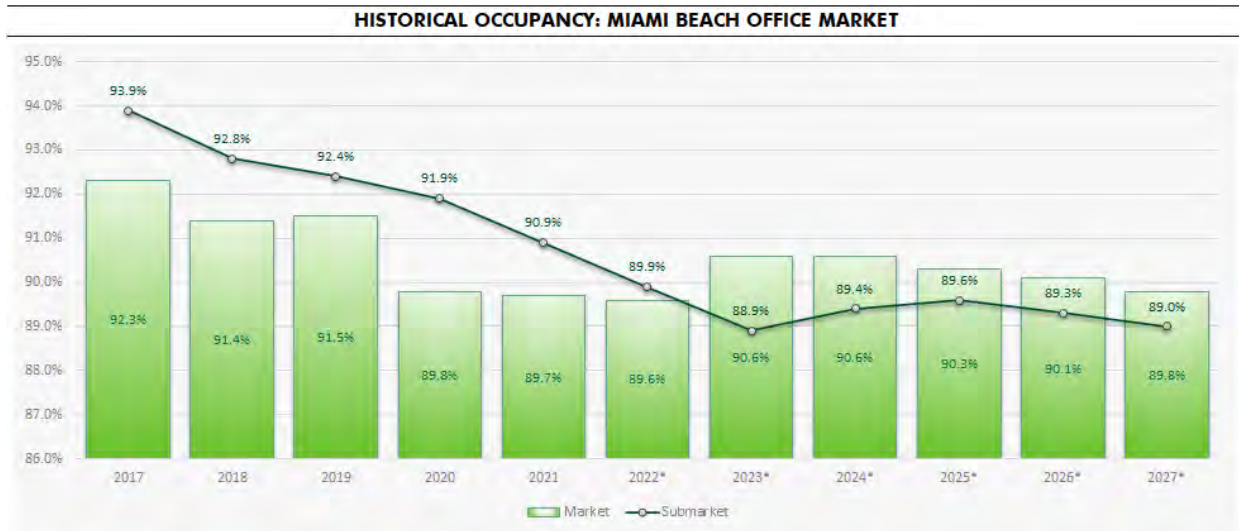


* Future Projected Data according to CoStar

Source: CoStar, 1st Quarter 2022

Submarket Inventory is projected to be 4,992,719 square feet at the end of the current year, which represents an increase from the previous year’s submarket inventory of 4,838,573 square feet. Inventory for next year is projected to be 5,065,851 square feet, reflecting an increase from the current year.

Historical Occupancy - Submarket

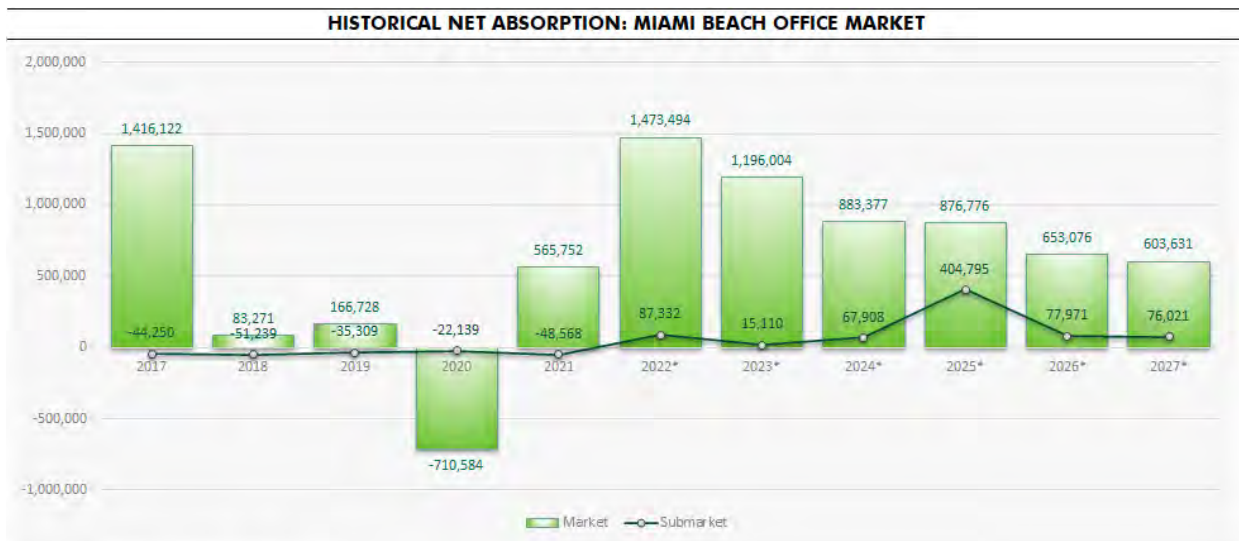


* Future Projected Data according to CoStar

Source: CoStar, 1st Quarter 2022

Submarket occupancy is projected to be 89.9% at the end of the current year, which represents a decrease from the previous year’s submarket occupancy of 90.9%. Submarket occupancy for next year is projected to be 88.9%, reflecting a decrease from the current year.

Historical Net Absorption - Submarket

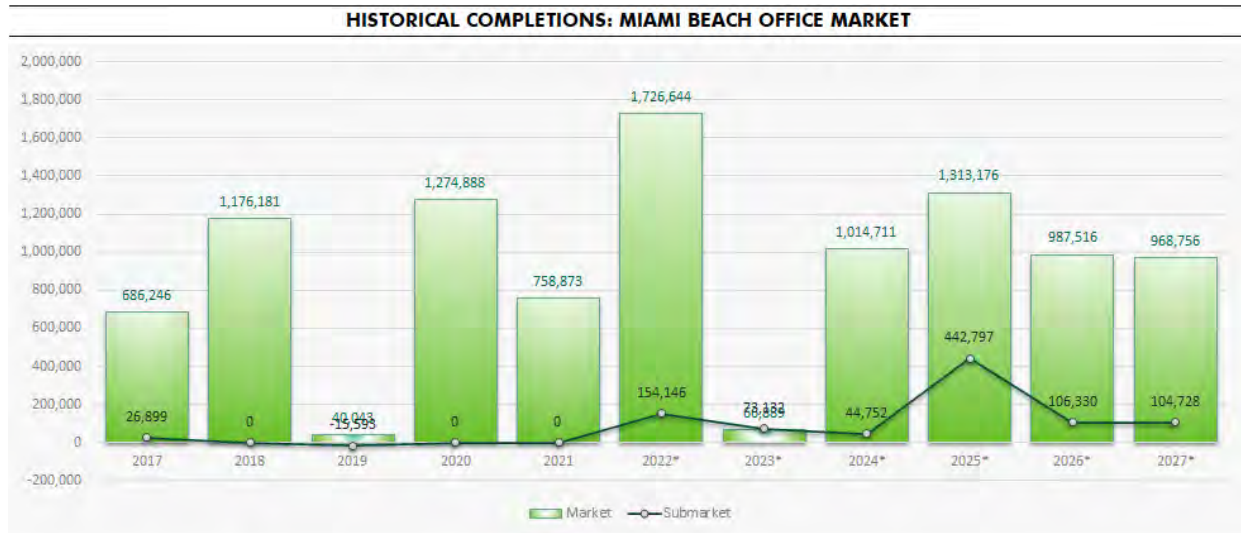


* Future Projected Data according to CoStar

Source: CoStar, 1st Quarter 2022

Net absorption in the submarket is projected to be positive 87,332 square feet at the end of the current year, reflecting an improvement from the previous year’s net absorption of negative 48,568 square feet. Net absorption for next year is projected to be positive 15,110 square feet, indicating a decline from the current year.

Historical Completions - Submarket

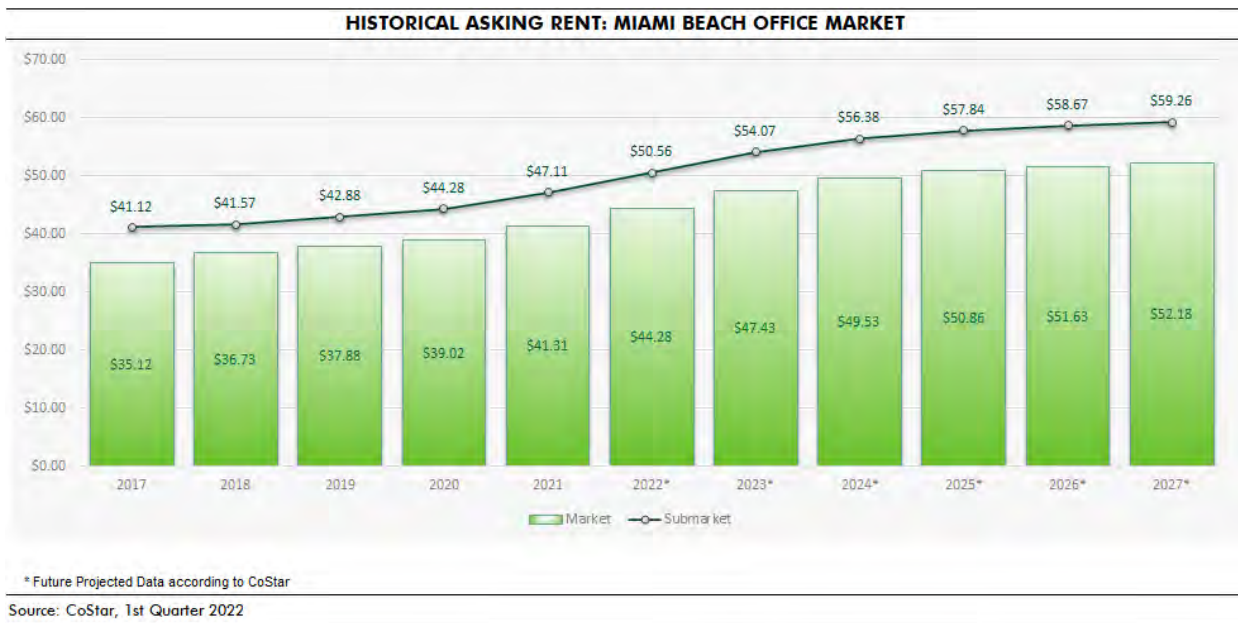


* Future Projected Data according to CoStar

Source: CoStar, 1st Quarter 2022

The submarket is projected to achieve completions of positive 154,146 square feet at the end of the current year, which indicates an improvement from the previous year’s zero completions. The submarket is projecting completions of positive 73,132 square feet for next year, which indicates a decline from the current year.

Historical Asking Rent - Submarket



The submarket is projected to achieve average asking of \$50.56 per square foot at the end of the current year, which represents an increase from the previous year’s asking rent of \$47.11 per square foot. The submarket is projected to achieve average asking rent of \$54.07 per square foot, reflecting an increase from the current year.

Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

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Legal Permissibility

The legally permissible uses were discussed in the Site Analysis and Zoning Sections.

Physical Possibility

The subject properties are all adequately served by utilities, and has an adequate shape and size, sufficient access, etc., to be a developable site. There are no known physical reasons why the subject site would not support any legally probable development (i. e. it appears adequate for development).

Existing low-to-midrise multi-family residential, retail, office & hotel structures on similar sites provides additional evidence for the physical possibility of development.

Financial Feasibility

The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. With respect to the legal uses for the subject site, the local submarket is in a growth & redevelopment cycle. Development of new retail, hotel and mixed-use properties has occurred in the recent past and continues to this day. Further, within the subject market, there are several under construction and proposed multi-family residential, retail, office & hotel projects along the Washington Avenue corridor.

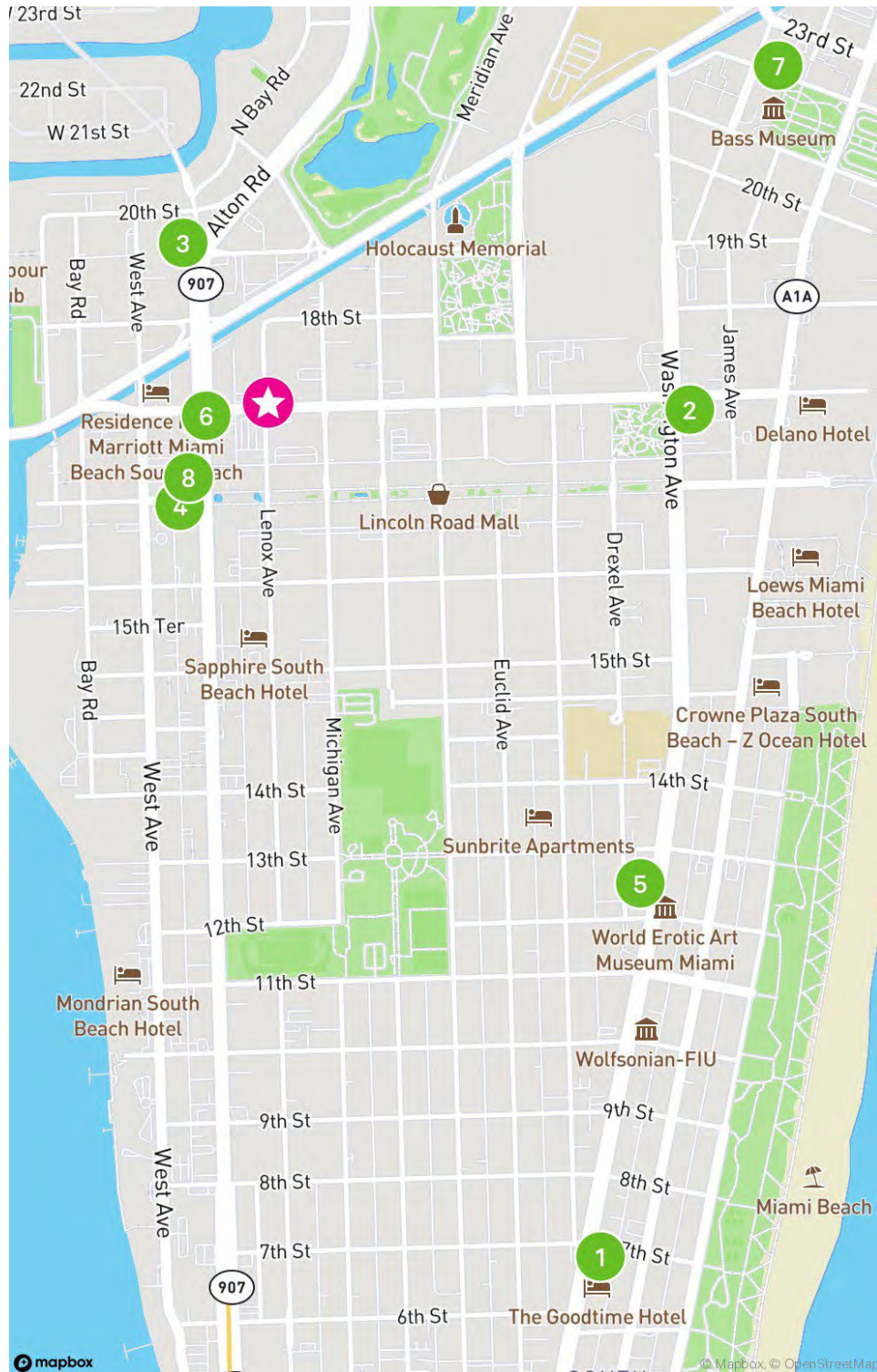
Maximum Productivity - Conclusion

The final test of highest and best use of the site as if vacant is that the use be maximally productive, yielding the highest return to the land.

Based on the information presented above and upon information contained in the sales comparison approach section and neighborhood analysis, we conclude that the highest and best use of the subject properties As If vacant and available to be put to the highest & best use would be the development of mixed-use multi-family residential, retail, office & hotel uses. More specifically, the subject properties could be developed to a height of 5-to-7 stories and a density of 1.50 to 2.75 FAR.

Land Value – Municipal Parking Lot P25

The following map and table summarize the comparable data used in the valuation of the subject site. A detailed description of each transaction is included in the addenda.



SUMMARY OF COMPARABLE LAND SALES - MUNICIPAL PARKING LOT P25												
No.	Property Location	Transaction Type	Date	Proposed Use	Actual Sale Price	Adjusted Sale Price ¹	Size (Acres)	Size (SF)	Allowable Bldg. Area (SF)	Indicated FAR	Price Per SF	Price PSF of FAR
1	601-685 Washington Avenue Miami Beach, FL 33139	Sale	Jun-15	Mixed-use retail, residential & parking	\$55,500,000	\$57,500,000	1.58	68,770	111,645	1.62	\$836.12	\$515.03
2	1685 Washington Avenue Miami Beach, FL 33139	Sale	Aug-17	Mixed-use hotel, retail & branch bank	\$19,200,000	\$21,200,000	0.69	30,000	67,500	2.25	\$706.67	\$314.07
3	1910 Alton Road Miami Beach, FL 33139	Sale	Feb-20	Mixed-use office/residential	\$4,500,000	\$4,500,000	0.18	8,000	15,997	2.00	\$562.50	\$281.30
4	1212 Lincoln Road Miami Beach, FL 33139	Sale	Jun-20	Boutique hotel	\$9,000,000	\$9,000,000	0.42	18,263	44,938	2.46	\$492.80	\$200.28
5	1234 - 1260 Washington Avenue Miami Beach, FL 33139	Sale	May-21	Retail/office redevelopment	\$20,000,000	\$20,000,000	0.77	33,525	66,978	2.00	\$596.57	\$298.61
6	1683 & 1695 Alton Road Miami Beach, FL 33139	Sale	Feb-22	TBD	\$10,400,000	\$10,400,000	0.34	14,810	22,215	1.50	\$702.21	\$468.15
7	2206 Park Avenue Miami Beach, FL 33139	Sale	Feb-22	Hotel	\$13,500,000	\$13,500,000	0.39	17,040	49,441	2.90	\$792.25	\$273.05
8	1656-1680 Alton Road 1677 West Avenue Miami Beach, FL 33139	Sale	Jun-22	Mixed-use retail/office & structured parking	\$39,300,000	\$39,300,000	1.38	60,000	90,000	1.50	\$655.00	\$436.67
Subj.	1688 Lenox Avenue, Miami Beach, Florida	---	---	Mixed-use retail, hotel, office & multi-family apartments	---	---	0.86	37,454	70,125	1.87	---	---

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)
Compiled by CBRE

The sales utilized represent the best data available for comparison with the subject and were selected from the greater Miami Beach area within 1-to-2-mile radius of the subject. These sales were chosen based upon location and zoning/density.

DISCUSSION/ANALYSIS OF LAND SALES

We have considered similarities and differences for each of the comparable sales in direct comparison to the subject site, as if vacant and available to be put to its highest & best use. We have considered and-or applied adjustments to the comparable sales for differences in favorable financing terms, conditions of sale, i. e. seller motivation, distress and/or buyer assemblage premiums, market conditions (time), size/value, shape/configuration, corner influence, frontage/access, topography/site conditions, location and zoning/density when compared to the subject property.

Land Sale One

This comparable land sale is improved with seven (7) existing 1 & 2 story retail store buildings fronting Washington Avenue between 6th Street and 7th Street in the Flamingo Park Historic District on Miami Beach that were owned or were "in contract" to Washington Squared, LLC, as part of an assemblage for mixed-use redevelopment for a total purchase price of \$40,210,436, including lease buyouts, exiting debt & real estate commission obligations to the buyer. The assembled site area totals 68,770 square feet of medium intensity zoned land area that is improved with approximately 63,601 square feet of obsolete retail store building area dating to 1934, 1936 & 1948. The proposed redevelopment is conceptually site planned for 55,120 square feet of ground floor retail, plus 66-residential condominium units with 56,525 square feet or an average of 856-SF of living area per unit in a 9-story tower and 2-levels of structured

parking with 240 spaces. In addition, there are several other redevelopment scenario options including a potential hotel tower instead of the residential condominium units.

The majority of the contracts, excluding 619-627 Washington Avenue, all closed simultaneously in the third week of June 2015. In addition to the assemblage purchase price, the buyer/investor, Washington Squared, LLC was able to negotiate & execute a membership interest purchase & sale to IC 601 Washington LLC, dated May 27, 2015. The forward purchase price is \$55,500,000 for a 96.5% interest in a joint venture agreement between the seller & purchaser. The seller retains a 3.5% interest in the joint venture valued at \$2,000,000, for a total purchase price valued at \$57,500,000 for 100% interest in the joint venture partnership.

Part of the assemblage strategy was the Washington Avenue Vision and Master Plan being developed with a Washington Avenue Blue Ribbon Panel (WABRP) that was recommending an increase building height restriction. The WABRP was recommending a FAR as high as 2.75, subject to municipal government approvals, versus the current zoning of CD-2, Commercial, Medium Intensity District permits a maximum floor area ratio (FAR) of 1.50, plus Code Section 142-307(d) 2.0 FAR where more than 25% of the building is used for residential or hotel units.

We have adjusted Sale 1 downwards for conditions of sale, i. e. buyer assemblage premium upwards and upwards for improving market conditions between the date of sale and our effective date of this appraisal. We have also adjusted Sale 1 upwards for larger size/value relationship and downwards for superior road frontage when compared to the subject property As If rezoned.

Land Sale Two

This comparable land sale is a 0.69-acre site, high density zoned site improved with a 7,389 SF Citibank branch and is located at the southeast corner of Washington Avenue and 17th Street in Miami Beach, Florida. The improvements were constructed in 1996. However, the buyer is a very active Miami Beach hotel developer and was scouting potential redevelopment sites along the Lincoln Road mall. The transaction and redevelopment plan was negotiated to include a new, replacement branch bank for Citibank in 4,000-SF of net rentable area on the ground floor of the proposed, 8-story, 150-room hotel tower. Citibank intends to continue to operate during construction and will enter a long-term leaseback of the new space upon completion. According to the broker, the value of the leaseback was considered to be \$100.00-PSF, triple net but details were confidential and not provided. However, the 4,000-SF branch bank shell cost contribution to the buyer/developer is estimated to be \$500.00-PSF for hard & soft costs and parking space allocations.

We have adjusted Sale 2 downwards for conditions of sale, i. e. buyer/developer branch bank construction obligation and upwards for improving market conditions between the date of sale and our effective date of this appraisal. We have also adjusted Sale 2 downwards for smaller size/value relationship when compared to the subject property As If rezoned.

Land Sale Three

This comparable land sale is located along the west side of Alton Road in the Sunset Harbour submarket in Miami Beach, Florida. The property was improved with an obsolete office/educational building and broker listed at \$5,750,000 for approximately 13-months +/- before going into contract at \$4,500,000 in an "all cash" transaction. The buyer is a developer who demolished the building and secured site plan approvals for a 5-story, 15,997-SF mixed-use office building with a top floor residential unit including rooftop deck, 2-floors of office space, a ground floor art gallery, secured lobby and 15-mechanical lift parking spaces.

We have adjusted Sale 3 upwards for improving market conditions between the date of sale and our effective date of this appraisal. We have also adjusted Sale 3 downwards for smaller size/value relationship and upwards for inferior submarket location when compared to the subject property As If rezoned.

Land Sale Four

This comparable land sale is located at the southwest corner intersection of Alton Road & Lincoln Road in the South Beach submarket of Miami Beach, Florida. The site is improved with an existing 2-story, 18,105-SF Wells Fargo branch bank built in 1940 that will be redeveloped into a 5-story, 168-room boutique hotel with roof top terrace. The seller previously acquired the property from Wells Fargo in January 2020 for \$8,500,000. The site location is across the street from the west end of the Lincoln Road pedestrian mall and is part of a mixed-use master plan anchored by a 55,000-SF Whole Foods with 3-levels of structured parking support.

We have adjusted Sale 4 upwards for improving market conditions between the date of sale and our effective date of this appraisal. We have also adjusted Sale 4 downwards for smaller size/value relationship and upwards for inferior submarket location when compared to the subject property As If rezoned.

Land Sale Five

This comparable land sale comprises an existing 1-story, 10,697-SF retail building (1260) and a 3-story, 19,519-SF office building (1234) located along the west side of Washington Avenue at 13th Street and spanning west to the Drexel Avenue frontage. The buyer operates a co-living & co-working business with plans to demolish the 1-story retail building and replace it with a new, ground-up 6-story office building and will gut renovate & restore the existing 3-story office building. The proposed site plan comprises a total of 44,153-SF of rentable area and 82,160-SF of gross building area that includes a 5,000-SF wellness center on the ground floor and 21,000-SF of new, flexible office space on the upper floors including co-working area as small as 50-SF and more traditional office suites ranging from 1,000 to 5,000 square feet with fully furnished, turn-key options. Project amenities include a food market, cafe & raw juice bar, 60-residential units and roof deck with pool, yoga lawn and bar. The residential units will be a mix of 275-SF micro units and co-living units with 2-to-4 bedroom floor plans including private bathrooms in each bedroom and shared living room, kitchen and laundry machines.

The sale transaction was facilitated with a \$14 million purchase money mortgage in favor of the sellers and the buyer raised \$56 million from investors for the redevelopment program.

We have adjusted Sale 5 upwards for improving market conditions between the date of sale and our effective date of this appraisal. We have also adjusted Sale 5 downwards for superior road frontage and upwards for inferior submarket location when compared to the subject property As If rezoned.

Land Sale Six

This comparable land sale is the former BankUnited branch bank located on the southeast, signalized corner of Alton Road and 17th Street in the South Beach submarket in Miami Beach, Florida. The BankUnited lease commenced in May 2010 with the "like new" branch bank opening in 2012. The lease terms & conditions were for 10 years plus two (2), 5 year renewal option and 3% annual escalations throughout initial term and options periods. However, BankUnited vacated after the initial base term expired. Prior to a branch bank, it was the former Burger King fast food restaurant. The current seller previously acquired the property in December 2012 and a single tenant, triple net lease investment for \$8,150,000 and relisted the property more recently once it was known that BankUnited was not renewing. The broker listing was priced at \$12,000,000 and sold at \$10,400,000 in an "all cash" sale transaction to a local, high net worth investor. The underlying zoning permits a 5-story building and floor-area-ratio of 1.50 or a maximum 2.0 in mixed-use buildings when more than 25 percent of the total area of a building is used for residential or hotel units, as set forth in the RM-2 district.

We have adjusted Sale 6 downwards for smaller size/value relationship, downwards for superior road frontage and upwards for inferior submarket location when compared to the subject property.

Land Sale Seven

This comparable land sale is located along the northwest corner of Park Avenue and 22nd Street in the South Beach submarket in Miami Beach, Florida. The property was broker listed at \$15,900,000 and sold for \$13,500,000 with the buyer securing a \$6,000,000 conventional loan from City National Bank and the seller providing a \$2,500,000 short term purchase money mortgage. The property was previously acquired in October 2013 for \$7,000,000 by the developers of the adjacent & former 44-room Lido Park Hotel located at 2216 Park Avenue who re-branded the 2216 Park Avenue property as the Vintro Hotel & Kitchen and is now known as the Kayak Miami Beach. The 2206 Park Avenue land sale property was previously proposed and entitled for a 5-story condo hotel comprising of 50,000-SF +/- with a mechanical parking lift system. The project was finally approved for 49,441-SF of FAR with 120-hotel rooms, ground floor retail and reduced off-street parking variance. The site location is at the crossroads of Park Avenue and the renovated Collins Canal that is a restricted access canal that connects to Biscayne Bay, Indian Creek and Lake Pancoast.

We have adjusted Sale 7 downwards for smaller size/value relationship and upwards for inferior submarket location when compared to the subject property As If rezoned.

Land Sale Eight

This comparable land sale comprises 1.21-acres fronting Alton Road, just one (1) lot north of Lincoln Road and improved with several 1 & 2 story retail & residential buildings totaling 50,814-SF and dating back to the 1940's plus 0.17-acre fronting West Avenue that is improved with a surface parking lot. The buyer is a developer with a preliminary concept plan to redevelop the site with a 5 to 6-story, mixed-use retail/office project supported by structured parking with a gross building area of 250,000-SF (including parking garage) and subject to the acquisition of the Alton Court alleyway. The buyer/developer is seeking to acquire a partial vacation in order create a unified development site between parcels located on both the east and west sides of the alley that would allow for the movement of FAR between the parcels and then provide a perpetual easement to the City so the alley continues to function and the City would continue to have access to all utilities. The proposed office building is expected to utilize the recently approved height incentives for office buildings along Alton Road, subject to public benefits to be provided by the developer, while retaining a lower scale of development along West Avenue.

The current seller previously acquired the property in a two-part assemblage in August 2004 for \$9,750,000 and April 2014 for \$2,5000 or for a total of \$12,250,000 and engaged Avison Young to market the property, unpriced, in the 4th quarter, 2021. The current buyer facilitated the transaction with a \$28,250,000 loan in favor of Maim Credit Corp.

We have adjusted Sale 8 upwards for larger size/value relationship and inferior shape/configuration for non-contiguous alleyway split and downwards for superior road frontage when compared to the subject property As If rezoned.

SUMMARY OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID - MUNICIPAL PARKING LOT P25									Subject
Comparable Number	1	2	3	4	5	6	7	8	---
Transaction Type	Sale	Sale	Sale	Sale	Sale	Sale	Sale	Sale	---
Transaction Date	Jun-15	Aug-17	Feb-20	Jun-20	May-21	Feb-22	Feb-22	Jun-22	---
Proposed Use	Mixed-use retail, residential & parking	Mixed-use hotel, retail & branch bank	Mixed-use office/residential	Boutique hotel	Retail/office redevelopment	TBD	Hotel	Mixed-use retail/office & structured parking	Mixed-use retail, hotel, office & multi-family
Actual Sale Price	\$55,500,000	\$19,200,000	\$4,500,000	\$9,000,000	\$20,000,000	\$10,400,000	\$13,500,000	\$39,300,000	---
Adjusted Sale Price ¹	\$57,500,000	\$21,200,000	\$4,500,000	\$9,000,000	\$20,000,000	\$10,400,000	\$13,500,000	\$39,300,000	---
Size (Acres)	1.58	0.69	0.18	0.42	0.77	0.34	0.39	1.38	0.86
Size (SF)	68,770	30,000	8,000	18,263	33,525	14,810	17,040	60,000	37,454
Allowable Bldg. Area (SF)	111,645 SF	67,500 SF	15,997 SF	44,938 SF	66,978 SF	22,215 SF	49,441 SF	90,000 SF	70,125
Indicated FAR	1.62	2.25	2.00	2.46	2.00	1.50	2.90	1.50	1.87
Price Per SF	\$836.12	\$706.67	\$562.50	\$492.80	\$596.57	\$702.21	\$792.25	\$655.00	---
Price Per Bldg. Area	\$515.03	\$314.07	\$281.30	\$200.28	\$298.61	\$468.15	\$273.05	\$436.67	---
Price (\$ PSF)	\$836.12	\$706.67	\$562.50	\$492.80	\$596.57	\$702.21	\$792.25	\$655.00	---
Property Rights Conveyed	0%	0%	0%	0%	0%	0%	0%	0%	0%
Financing Terms ¹	0%	0%	0%	0%	0%	0%	0%	0%	0%
Conditions of Sale	-30%	-10%	0%	0%	0%	0%	0%	0%	0%
Market Conditions (Time)	35%	25%	10%	10%	5%	0%	0%	0%	0%
Subtotal	\$790.13	\$795.00	\$618.75	\$542.08	\$626.40	\$702.21	\$792.25	\$655.00	---
Size	10%	-5%	-20%	-10%	0%	-10%	-10%	5%	---
Shape	0%	0%	0%	0%	0%	0%	0%	10%	---
Corner	0%	0%	0%	0%	0%	0%	0%	0%	---
Frontage	-10%	0%	0%	0%	-10%	-10%	0%	-10%	---
Topography	0%	0%	0%	0%	0%	0%	0%	0%	---
Location	0%	0%	25%	25%	10%	10%	10%	0%	---
Zoning/Density	0%	0%	0%	0%	0%	0%	0%	0%	---
Utilities	0%	0%	0%	0%	0%	0%	0%	0%	---
Highest & Best Use	0%	0%	0%	0%	0%	0%	0%	0%	---
Total Other Adjustments	0%	-5%	5%	15%	0%	-10%	0%	5%	---
Value Indication PSF of Site	\$790.13	\$755.25	\$649.69	\$623.39	\$626.40	\$631.99	\$792.25	\$687.75	---
Value Indication PSF of FAR	\$486.70	\$335.67	\$324.90	\$253.35	\$313.54	\$421.34	\$273.05	\$458.50	---
<i>Absolute Adjustment</i>	85%	40%	55%	45%	25%	30%	20%	25%	---

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)
Compiled by CBRE

Zoning/Density Adjustments

After adjusting the comparable sales for economic and physical characteristics in direct comparison to the subject property, we have considered & applied an adjustment for zoning/density/FAR in direct comparison to the subject potential proposed rezoning floor-area-ratio (FAR), calculated as follows:

FAR ADJUSTMENT GRID				
Sale	Indicated FAR	Adjusted Sale Price Per FAR	Subject FAR	Adjusted Sale Price Per FAR
6	1.50	\$421.34	1.87	\$337.56
8	1.50	\$458.50	1.87	\$367.33
1	1.62	\$486.70	1.87	\$421.11
Subject	1.87	---	---	---
3	2.00	\$324.90	1.87	\$347.07
5	2.00	\$313.54	1.87	\$334.92
2	2.25	\$335.67	1.87	\$403.38
4	2.46	\$253.35	1.87	\$332.87
7	2.90	\$273.05	1.87	\$422.93

Compiled by: CBRE, Inc.

CONCLUSION

The comparables sales produced an overall unadjusted value indicator range from \$492.80 to \$836.12 per square foot of site area; and, \$200.28 to \$515.03 per square foot of rentable/sellable building FAR. After adjustments were considered and/or applied for property rights conveyed, conditions of sale, i. e. assemblage or distress, market conditions (time), size, corner or frontage/view corridors, topography/site conditions, location and zoning/density when compared to the subject property, the range of value indicators was narrowed considerably to \$623.39 to \$792.25 per square foot of site area; and, \$332.87 to \$422.93 per square foot of rentable/sellable building FAR.

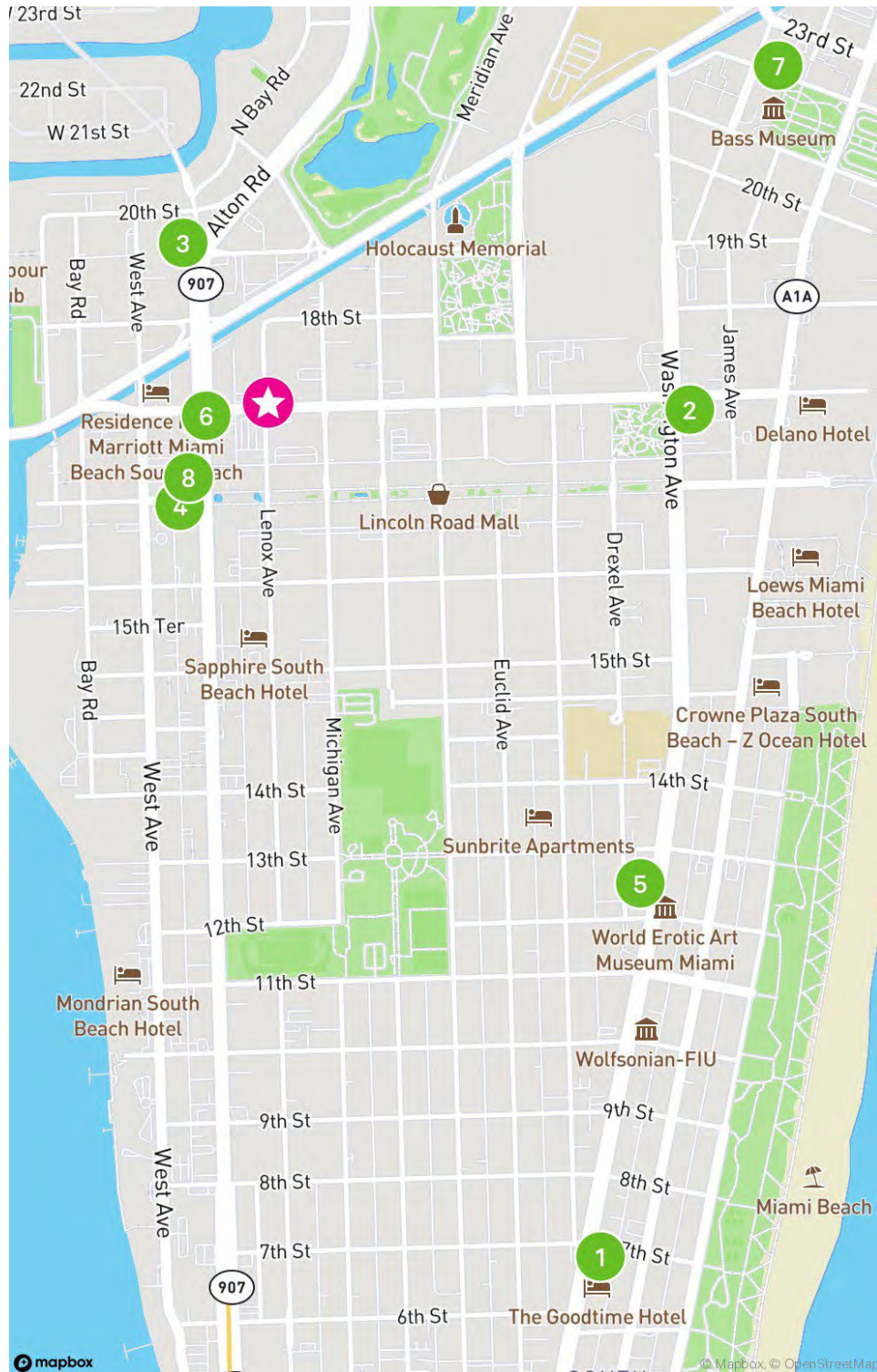
Based on the preceding analysis, Comparable Sales 1, 3, 5, 6 & 8 were the most representative of the subject site, and warranted greatest consideration because of recent transaction dates, size, location and zoning/density.

In conclusion, a price per square foot of site area and a price per square foot of rentable/sellable building FAR within the overall unadjusted and adjusted ranges is most appropriate for valuing the subject site As If rezoned to CD-2, Commercial, Medium Intensity & CD-3, Commercial, High Intensity, and is calculated as follows:

CONCLUDED LAND VALUE - P25			
\$ PSF of Site		Site SF	Total
\$650.00	x	37,454	= \$24,345,100
\$750.00	x	37,454	= \$28,090,500
\$ PSF of FAR		Proposed Building FAR	Total
\$340.00	x	70,125 SF	= \$23,842,500
\$400.00	x	70,125 SF	= \$28,050,000
Indicated Value As If Rezoned CD-2 & CD-3:			\$26,000,000
		(Rounded PSF of Site)	\$694.18
		(Rounded PSF of FAR)	\$370.77
Compiled by CBRE			

Land Value – Municipal Parking Lot P26

The following map and table summarize the comparable data used in the valuation of the subject site. A detailed description of each transaction is included in the addenda.



SUMMARY OF COMPARABLE LAND SALES - MUNICIPAL PARKING LOT P26												
No.	Property Location	Transaction Type	Date	Proposed Use	Actual Sale Price	Adjusted Sale Price ¹	Size (Acres)	Size (SF)	Allowable Bldg. Area (SF)	Indicated FAR	Price Per SF	Price PSF of FAR
1	601-685 Washington Avenue Miami Beach, FL 33139	Sale	Jun-15	Mixed-use retail, residential & parking	\$55,500,000	\$57,500,000	1.58	68,770	111,645	1.62	\$836.12	\$515.03
2	1685 Washington Avenue Miami Beach, FL 33139	Sale	Aug-17	Mixed-use hotel, retail & branch bank	\$19,200,000	\$21,200,000	0.69	30,000	67,500	2.25	\$706.67	\$314.07
3	1910 Alton Road Miami Beach, FL 33139	Sale	Feb-20	Mixed-use office/residential	\$4,500,000	\$4,500,000	0.18	8,000	15,997	2.00	\$562.50	\$281.30
4	1212 Lincoln Road Miami Beach, FL 33139	Sale	Jun-20	Boutique hotel	\$9,000,000	\$9,000,000	0.42	18,263	44,938	2.46	\$492.80	\$200.28
5	1234 - 1260 Washington Avenue Miami Beach, FL 33139	Sale	May-21	Retail/office redevelopment	\$20,000,000	\$20,000,000	0.77	33,525	66,978	2.00	\$596.57	\$298.61
6	1683 & 1695 Alton Road Miami Beach, FL 33139	Sale	Feb-22	TBD	\$10,400,000	\$10,400,000	0.34	14,810	22,215	1.50	\$702.21	\$468.15
7	2206 Park Avenue Miami Beach, FL 33139	Sale	Feb-22	Hotel	\$13,500,000	\$13,500,000	0.39	17,040	49,441	2.90	\$792.25	\$273.05
8	1656-1680 Alton Road 1677 West Avenue Miami Beach, FL 33139	Sale	Jun-22	Mixed-use retail/office & structured parking	\$39,300,000	\$39,300,000	1.38	60,000	90,000	1.50	\$655.00	\$436.67
Subj.	1080 Lincoln Lane North, Miami Beach, FL 33139	---	---	Mixed-use retail, hotel, office & multi-family apartments	---	---	1.10	48,000	124,548	2.59	---	---

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)
Compiled by CBRE

The same sales utilized in the preceding section represent the best data available for comparison with the subject and were selected from the greater Miami Beach area within 1-to-2-mile radius of the subject. These sales were chosen based upon location and zoning/density.

DISCUSSION/ANALYSIS OF LAND SALES

We have considered similarities and differences for each of the comparable sales in direct comparison to the subject site, as if vacant and available to be put to its highest & best use. We have considered and-or applied adjustments to the comparable sales for differences in favorable financing terms, conditions of sale, i. e. seller motivation, distress and/or buyer assemblage premiums, market conditions (time), size/value, shape/configuration, corner influence, frontage/access, topography/site conditions, location and zoning/density when compared to the subject property.

SUMMARY OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID - MUNICIPAL PARKING LOT 26									Subject
Comparable Number	1	2	3	4	5	6	7	8	
Transaction Type	Sale	Sale	Sale	Sale	Sale	Sale	Sale	Sale	---
Transaction Date	Jun-15	Aug-17	Feb-20	Jun-20	May-21	Feb-22	Feb-22	Jun-22	---
Proposed Use	Mixed-use retail, residential & parking	Mixed-use hotel, retail & branch bank	Mixed-use office/residential	Boutique hotel	Retail/office redevelopment	TBD	Hotel	Mixed-use retail/office & structured parking	Mixed-use retail, hotel, office & multi-family apartments
Actual Sale Price	\$55,500,000	\$19,200,000	\$4,500,000	\$9,000,000	\$20,000,000	\$10,400,000	\$13,500,000	\$39,300,000	---
Adjusted Sale Price ¹	\$57,500,000	\$21,200,000	\$4,500,000	\$9,000,000	\$20,000,000	\$10,400,000	\$13,500,000	\$39,300,000	---
Size (Acres)	1.58	0.69	0.18	0.42	0.77	0.34	0.39	1.38	1.10
Size (SF)	68,770	30,000	8,000	18,263	33,525	14,810	17,040	60,000	48,000
Allowable Bldg. Area (SF)	111,645 SF	67,500 SF	15,997 SF	44,938 SF	66,978 SF	22,215 SF	49,441 SF	90,000 SF	124,548 SF
Indicated FAR	1.62	2.25	2.00	2.46	2.00	1.50	2.90	1.50	2.59
Price Per SF	\$836.12	\$706.67	\$562.50	\$492.80	\$596.57	\$702.21	\$792.25	\$655.00	---
Price PSF of FAR	\$515.03	\$314.07	\$281.30	\$200.28	\$298.61	\$468.15	\$273.05	\$436.67	---
Price (\$ PSF)	\$836.12	\$706.67	\$562.50	\$492.80	\$596.57	\$702.21	\$792.25	\$655.00	---
Property Rights Conveyed	0%	0%	0%	0%	0%	0%	0%	0%	0%
Financing Terms ¹	0%	0%	0%	0%	0%	0%	0%	0%	0%
Conditions of Sale	-30%	-10%	0%	0%	0%	0%	0%	0%	0%
Market Conditions	35%	25%	10%	10%	5%	0%	0%	0%	0%
Subtotal	\$790.13	\$795.00	\$618.75	\$542.08	\$626.40	\$702.21	\$792.25	\$655.00	
Size	5%	-5%	-20%	-10%	0%	-10%	-10%	0%	
Shape	0%	0%	0%	0%	0%	0%	0%	10%	
Corner	0%	0%	0%	0%	0%	0%	0%	0%	
Frontage	-10%	0%	0%	0%	-10%	-10%	0%	-10%	
Topography	0%	0%	0%	0%	0%	0%	0%	0%	
Location	0%	0%	25%	25%	10%	10%	10%	0%	
Zoning/Density	0%	0%	0%	0%	0%	0%	0%	0%	
Utilities	0%	0%	0%	0%	0%	0%	0%	0%	
Highest & Best Use	0%	0%	0%	0%	0%	0%	0%	0%	
Total Other Adjustments	-5%	-5%	5%	15%	0%	-10%	0%	0%	
Value Indication PSF of Site	\$750.63	\$755.25	\$649.69	\$623.39	\$626.40	\$631.99	\$792.25	\$655.00	
Value Indication PSF of FAR	\$462.36	\$335.67	\$324.90	\$253.35	\$313.54	\$421.34	\$273.05	\$436.67	
Absolute Adjustment	80%	40%	55%	45%	25%	30%	20%	20%	

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)
Compiled by CBRE

Zoning/Density Adjustments

After adjusting the comparable sales for economic and physical characteristics in direct comparison to the subject property, we have considered & applied an adjustment for zoning/density/FAR in direct comparison to the subject potential proposed rezoning "as of right" floor-area-ratio (FAR), calculated as follows:

FAR ADJUSTMENT GRID				
Sale	Indicated FAR	Adjusted Sale Price Per FAR	Subject FAR	Adjusted Sale Price Per FAR
6	1.50	\$421.34	2.59	\$243.57
8	1.50	\$436.67	2.59	\$252.43
1	1.62	\$462.36	2.59	\$288.67
3	2.00	\$324.90	2.59	\$250.43
5	2.00	\$313.54	2.59	\$241.67
2	2.25	\$335.67	2.59	\$291.07
4	2.46	\$253.35	2.59	\$240.19
Subject	2.59	---	---	---
7	2.90	\$273.05	2.59	\$305.17

Compiled by: CBRE, Inc.

CONCLUSION

The comparables sales produced an overall unadjusted value indicator range from \$492.80 to \$836.12 per square foot of site area; and, \$200.28 to \$515.03 per square foot of rentable/sellable building FAR. After adjustments were considered and/or applied for property rights conveyed, conditions of sale, i. e. assemblage or distress, market conditions (time), size, corner or frontage/view corridors, topography/site conditions, location and zoning/density when compared to the subject property, the range of value indicators was narrowed considerably to \$623.39 to \$792.25 per square foot of site area; and, \$240.19 to \$305.17 per square foot of rentable/sellable building FAR.

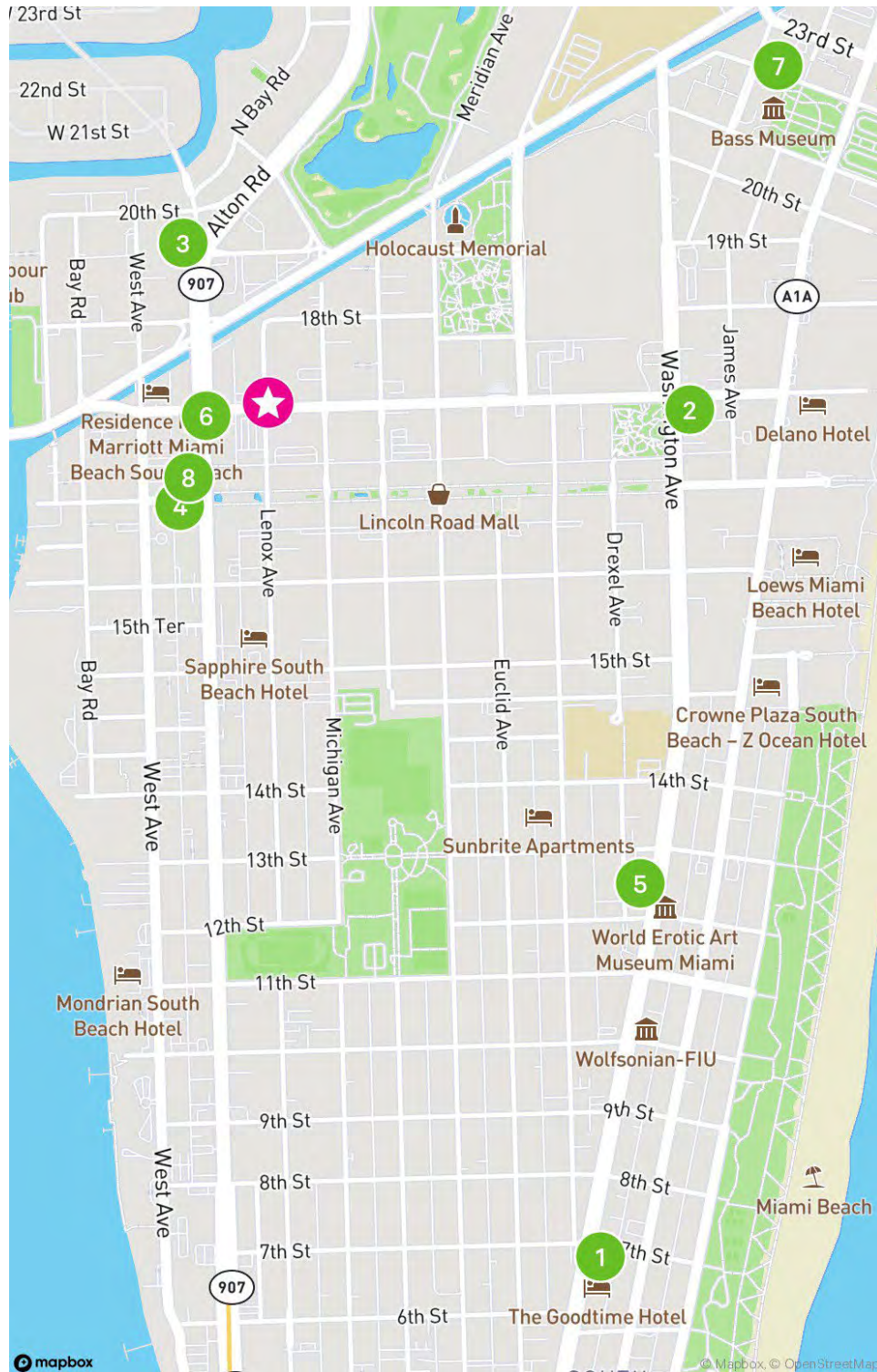
Based on the preceding analysis, Comparable Sales 2, 3, 4, 5 & 7 were the most representative of the subject site, and warranted greatest consideration because of recent transaction dates, size, location and zoning/density.

In conclusion, a price per square foot of site area and a price per square foot of rentable/sellable building FAR within the overall unadjusted and adjusted ranges is most appropriate for valuing the subject site As If rezoned to CD-3, Commercial, High Intensity, and is calculated as follows:

CONCLUDED LAND VALUE - P26				
\$ PSF of Site		Site SF	=	Total
\$650.00	x	48,000	=	\$31,200,000
\$750.00	x	48,000	=	\$36,000,000
\$ PSF of FAR		Proposed Building FAR	=	Total
\$240.00	x	124,548 SF	=	\$29,891,520
\$290.00	x	124,548 SF	=	\$36,118,920
Indicated Value As If Rezoned CD-3:				\$33,600,000
		(Rounded PSF of Site)		\$700.00
		(Rounded PSF of FAR)		\$269.78
Compiled by CBRE				

Land Value – Municipal Parking Lot P27

The following map and table summarize the comparable data used in the valuation of the subject site. A detailed description of each transaction is included in the addenda.



SUMMARY OF COMPARABLE LAND SALES - MUNICIPAL PARKING LOT P27												
No.	Property Location	Transaction		Proposed Use	Actual Sale Price	Adjusted Sale Price ¹	Size (Acres)	Size (SF)	Allowable Bldg. Area (SF)	Indicated FAR	Price Per SF	Price PSF of FAR
		Type	Date									
1	601-685 Washington Avenue Miami Beach, FL 33139	Sale	Jun-15	Mixed-use retail, residential & parking	\$55,500,000	\$57,500,000	1.58	68,770	111,645	1.62	\$836.12	\$515.03
2	1685 Washington Avenue Miami Beach, FL 33139	Sale	Aug-17	Mixed-use hotel, retail & branch bank	\$19,200,000	\$21,200,000	0.69	30,000	67,500	2.25	\$706.67	\$314.07
3	1910 Alton Road Miami Beach, FL 33139	Sale	Feb-20	Mixed-use office/residential	\$4,500,000	\$4,500,000	0.18	8,000	15,997	2.00	\$562.50	\$281.30
4	1212 Lincoln Road Miami Beach, FL 33139	Sale	Jun-20	Boutique hotel	\$9,000,000	\$9,000,000	0.42	18,263	44,938	2.46	\$492.80	\$200.28
5	1234 - 1260 Washington Avenue Miami Beach, FL 33139	Sale	May-21	Retail/office redevelopment	\$20,000,000	\$20,000,000	0.77	33,525	66,978	2.00	\$596.57	\$298.61
6	1683 & 1695 Alton Road Miami Beach, FL 33139	Sale	Feb-22	TBD	\$10,400,000	\$10,400,000	0.34	14,810	22,215	1.50	\$702.21	\$468.15
7	2206 Park Avenue Miami Beach, FL 33139	Sale	Feb-22	Hotel	\$13,500,000	\$13,500,000	0.39	17,040	49,441	2.90	\$792.25	\$273.05
8	1656-1680 Alton Road 1677 West Avenue Miami Beach, FL 33139	Sale	Jun-22	Mixed-use retail/office & structured parking	\$39,300,000	\$39,300,000	1.38	60,000	90,000	1.50	\$655.00	\$436.67
Subj.	1664 Meridian Avenue, Miami Beach, FL 33139	---	---	Mixed-use retail, hotel, office & multi-family apartments	---	---	1.36	59,273	162,000	2.73	---	---

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)
Compiled by CBRE

The same sales utilized in the preceding section represent the best data available for comparison with the subject and were selected from the greater Miami Beach area within 1-to-2-mile radius of the subject. These sales were chosen based upon location and zoning/density.

DISCUSSION/ANALYSIS OF LAND SALES

We have considered similarities and differences for each of the comparable sales in direct comparison to the subject site, as if vacant and available to be put to its highest & best use. We have considered and-or applied adjustments to the comparable sales for differences in favorable financing terms, conditions of sale, i. e. seller motivation, distress and/or buyer assemblage premiums, market conditions (time), size/value, shape/configuration, corner influence, frontage/access, topography/site conditions, location and zoning/density when compared to the subject property.

SUMMARY OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID - MUNICIPAL PARKING LOT 27									Subject
Comparable Number	1	2	3	4	5	6	7	8	
Transaction Type	Sale	Sale	Sale	Sale	Sale	Sale	Sale	Sale	---
Transaction Date	Jun-15	Aug-17	Feb-20	Jun-20	May-21	Feb-22	Feb-22	Jun-22	---
Proposed Use	Mixed-use retail, residential & parking	Mixed-use hotel, retail & branch bank	Mixed-use office/residential	Boutique hotel	Retail/office redevelopment	TBD	Hotel	Mixed-use retail/office & structured parking	Mixed-use retail, hotel, office & multi-family apartments
Actual Sale Price	\$55,500,000	\$19,200,000	\$4,500,000	\$9,000,000	\$20,000,000	\$10,400,000	\$13,500,000	\$39,300,000	---
Adjusted Sale Price ¹	\$57,500,000	\$21,200,000	\$4,500,000	\$9,000,000	\$20,000,000	\$10,400,000	\$13,500,000	\$39,300,000	---
Size (Acres)	1.58	0.69	0.18	0.42	0.77	0.34	0.39	1.38	1.36
Size (SF)	68,770	30,000	8,000	18,263	33,525	14,810	17,040	60,000	59,273
Allowable Bldg. Area (SF)	111,645 SF	67,500 SF	15,997 SF	44,938 SF	66,978 SF	22,215 SF	49,441 SF	90,000 SF	162,000 SF
Indicated FAR	1.62	2.25	2.00	2.46	2.00	1.50	2.90	1.50	2.73
Price Per SF	\$836.12	\$706.67	\$562.50	\$492.80	\$596.57	\$702.21	\$792.25	\$655.00	---
Price PSF of FAR	\$515.03	\$314.07	\$281.30	\$200.28	\$298.61	\$468.15	\$273.05	\$436.67	---
Price (\$ PSF)	\$836.12	\$706.67	\$562.50	\$492.80	\$596.57	\$702.21	\$792.25	\$655.00	---
Property Rights Conveyed	0%	0%	0%	0%	0%	0%	0%	0%	0%
Financing Terms ¹	0%	0%	0%	0%	0%	0%	0%	0%	0%
Conditions of Sale	-30%	-10%	0%	0%	0%	0%	0%	0%	0%
Market Conditions	35%	25%	10%	10%	5%	0%	0%	0%	0%
Subtotal	\$790.13	\$795.00	\$618.75	\$542.08	\$626.40	\$702.21	\$792.25	\$655.00	
Size	0%	-10%	-25%	-10%	-10%	-20%	-20%	0%	
Shape	0%	0%	0%	0%	0%	0%	0%	10%	
Corner	0%	0%	0%	0%	0%	0%	0%	0%	
Frontage	-10%	0%	0%	0%	-10%	-10%	0%	-10%	
Topography	0%	0%	0%	0%	0%	0%	0%	0%	
Location	0%	0%	25%	25%	10%	10%	10%	0%	
Zoning/Density	0%	0%	0%	0%	0%	0%	0%	0%	
Utilities	0%	0%	0%	0%	0%	0%	0%	0%	
Highest & Best Use	0%	0%	0%	0%	0%	0%	0%	0%	
Total Other Adjustments	-10%	-10%	0%	15%	-10%	-20%	-10%	0%	
Value Indication PSF of Site	\$711.12	\$715.50	\$618.75	\$623.39	\$563.76	\$561.77	\$713.03	\$655.00	
Value Indication PSF of FAR	\$438.03	\$318.00	\$309.43	\$253.35	\$282.18	\$374.52	\$245.75	\$436.67	
Absolute Adjustment	75%	45%	60%	45%	35%	40%	30%	20%	

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)
Compiled by CBRE

Zoning/Density Adjustments

After adjusting the comparable sales for economic and physical characteristics in direct comparison to the subject property, we have considered & applied an adjustment for zoning/density/FAR in direct comparison to the subject potential proposed rezoning "as of right" floor-area-ratio (FAR), calculated as follows:

FAR ADJUSTMENT GRID				
Sale	Indicated FAR	Adjusted Sale Price Per FAR	Subject FAR	Adjusted Sale Price Per FAR
6	1.50	\$374.52	2.73	\$205.55
8	1.50	\$436.67	2.73	\$239.65
1	1.62	\$438.03	2.73	\$259.63
3	2.00	\$309.43	2.73	\$226.43
5	2.00	\$282.18	2.73	\$206.49
2	2.25	\$318.00	2.73	\$261.79
4	2.46	\$253.35	2.73	\$228.03
Subject	2.73	---	---	---
7	2.90	\$245.75	2.73	\$260.75

Compiled by: CBRE, Inc.

CONCLUSION

The comparables sales produced an overall unadjusted value indicator range from \$492.80 to \$836.12 per square foot of site area; and, \$200.28 to \$515.03 per square foot of rentable/sellable building FAR. After adjustments were considered and/or applied for property rights conveyed, conditions of sale, i. e. assemblage or distress, market conditions (time), size, corner or frontage/view corridors, topography/site conditions, location and zoning/density when compared to the subject property, the range of value indicators was narrowed considerably to \$561.77 to \$715.50 per square foot of site area; and, \$205.55 to \$261.79 per square foot of rentable/sellable building FAR.

Based on the preceding analysis, Comparable Sales 1, 2, 3, 4 & 7 were the most representative of the subject site, and warranted greatest consideration because of recent transaction dates, size, location and zoning/density.

In conclusion, a price per square foot of site area and a price per square foot of rentable/sellable building FAR within the overall unadjusted and adjusted ranges is most appropriate for valuing the subject site As If rezoned to CD-3, Commercial, High Intensity, and is calculated as follows:

CONCLUDED LAND VALUE - P27				
\$ PSF of Site		Site SF		Total
\$600.00	x	59,273	=	\$35,563,800
\$700.00	x	59,273	=	\$41,491,100
\$ PSF of FAR		Proposed Building FAR		Total
\$230.00	x	162,000 SF	=	\$37,260,000
\$260.00	x	162,000 SF	=	\$42,120,000
Indicated Value As If Rezoned CD-3:				\$39,000,000
(Rounded PSF of Site)				\$657.97
(Rounded PSF of FAR)				\$240.74
Compiled by CBRE				

Income Approach – Fair Market Ground Rent

The following presentation & analysis is used in the estimate of fair market rent of the subject properties.

RENT MULTIPLIER METHOD

The rent multiplier method is based on the difference or spread between the agreed upon rental rate and the overall capitalization rate used to determine prospective value of what an investor would pay for a leased fee investment to an end buyer and represents the profit expectation that an investor/developer would require in order to secure a site & entitlements, negotiate a long term ground lease and-or perform earthwork & site improvements, if necessary, to secure the long term ground lease.

An appropriate profit spread for a ground lease transaction of this type would typically be between 200 and 300 basis points between rent multiplier and overall capitalization rate.

In order to determine a reasonable overall capitalization rate, we have presented the following national investor survey for income producing retail, office & residential asset classes, triple net lease investors and ground lease lenders & investors:

OVERALL CAPITALIZATION RATES		
Investment Type	OAR Range	Average
<i>RealtyRates.com - Land Leases - 2nd Qtr. 2022</i>		
Apartments	2.04% - 8.92%	6.32%
Lodging	2.53% - 13.93%	7.19%
Office	2.38% - 9.58%	6.28%
Restaurant	2.98% - 14.73%	8.23%
Retail	2.18% - 9.72%	6.80%
<i>PwC Real Estate Investor Survey - 2nd Qtr. 2022</i>		
National Strip Shopping Center Market	5.00% - 10.00%	7.00%
Office Markets - National Suburban	4.50% - 8.00%	6.03%
Office Market - Southeast Florida	4.00% - 9.50%	6.39%
National Apartment Market	3.00% - 7.00%	4.45%
Southeast Florida Apartment Market	2.50% - 4.50%	3.85%
<i>PwC Net Lease</i>		
National Net Lease Data	5.00% - 7.50%	5.95%
<i>Kawa - Private Hedge Fund</i>		
Ground Lease Funding	4.50% - 6.50%	5.50%
<i>Safehold Inc. - REIT</i>		
Office, Multifamily & Hotel	2.50% - 4.00%	3.50%
Indicated OAR:	3.00% - 4.00%	
Compiled by CBRE		

Based on the foregoing analysis and presentation, the subject properties have the potential to be ground leased to a third-party developer for high density, mixed-use retail, office, hotel & multi-family residential uses. As such, the corresponding capitalization range for a market driven, long-term prospective ground lease investment in the high-density South Beach submarket, would then be 3.00% to 4.00% plus a 250-basis point spread for entrepreneurial profit would produce an overall rent multiplier range of 0.055 to 0.065.

The following table present the rent multiplier method for subject As If rezoned:

RENT MULTIPLIER METHOD - P25				
Rent Multiplier		Land Value		Potential Rent
0.055	x	\$26,000,000	=	\$1,430,000
0.065	x	\$26,000,000	=	\$1,690,000
Indicated Rent:				\$1,500,000
				(Rounded \$ PSF)
				\$40.05
Compiled by CBRE				
RENT MULTIPLIER METHOD - P26				
Rent Multiplier		Land Value		Potential Rent
0.055	x	\$33,600,000	=	\$1,848,000
0.065	x	\$33,600,000	=	\$2,184,000
Indicated Rent:				\$1,900,000
				(Rounded \$ PSF)
				\$39.58
Compiled by CBRE				
RENT MULTIPLIER METHOD - P27				
Rent Multiplier		Land Value		Potential Rent
0.055	x	\$39,000,000	=	\$2,145,000
0.065	x	\$39,000,000	=	\$2,535,000
Indicated Rent:				\$2,200,000
				(Rounded \$ PSF)
				\$37.12
Compiled by CBRE				

Income Approach - Leased Fee Interest

In this section, we have estimated the market value of the leased fee interest in the subject properties As If rezoned via discounted cash flow analysis in accordance with the proposed landlord & developer term sheets summarized as follows and attached in the Addenda section.

GROUND LEASE TERM SHEET FOR MUNICIPAL PARKING LOTS P25 & P26

Term: Not to exceed 99 years consisting of an initial term of 51 years and two (2) consecutive, dependent extension terms of 24 years each. The effective date of the Ground Lease shall occur upon execution of the Ground Lease by the parties, approval thereof by the City Commission in accordance with City Code and adoption by the City Commission of a resolution accepting the certification of the official results of the successful Referendum and shall be subject to the parties' execution of the Development Agreement. The term of the Ground Lease will commence upon the Possession Date.

Base Rent*:

Year 1 (months 1-12)	\$2,500,000 (Referendum certification/Notice to Proceed)
Year 2 (months 13-24)	\$650,000 (Year 2 commences on the first anniversary of Referendum Certification/Notice to Proceed)
Year 3 (months 25-36)	\$725,000
Year 4 (months 37-48)	\$725,000
Year 5 (months 49-60)	\$750,000
Year 6 (months 61-72)	\$1,250,000 = \$750,000 Base Rent + \$500,000 one-time payment at TCO for P25 Project (estimated to be between months 51-66)
Year 7 (months 73-84)	\$1,272,500 = \$772,500 Base Rent + \$500,000 one-time payment at TCO for P26 Project (estimated to be between months 66-82)
Year 8 (months 85-96) & Beyond	Increases over the prior year Base Rent by the greater of 2% or CPI (capped at 3.0%)

*Base Rent will be allocated to the P25 Project and the P26 Project based on the aggregate square footage of the P25 Ground Lease Component and P26 Ground Lease Component, respectively, prior to any increase in square footage that may result from the approval of the proposed amendments to the LDRs (as defined below).

- Annual Percentage Rent for the P25 Project: 5% of effective gross income from the P25 Project for such lease year.

- Annual Percentage Rent for the P26 Project: 5% of effective gross income from the P26 Project for such lease year.

Base Rent Reset for each of the P25 Project and the P26 Project: At time of rent reset, hypothetical rent would be calculated based on Year 6 (\$750,000) (based on the allocated Base Rent as set forth above) escalated through the rent reset date by the higher of 2% or CPI (uncapped). This would occur at years 51 (for Years 52-75) and Year 75 (for Years 76-99). This formula is in lieu of an appraisal so there is certainty.

The Ground Lease shall be a “triple net” (net-net-net) lease, and Developer shall be solely responsible for all real estate taxes, utilities, assessments and other public charges, insurance, common area maintenance and other costs and expenses associated with operation of the Project; provided, however, the City shall be responsible for all such reasonable, out of pocket costs and expenses attributable to the Public Parking Replacement Component.

GROWTH RATES

In order to determine reasonable growth rates for the base rent and reversion of the land value in our discounted cash flow analysis, we have reviewed published investor surveys summarized as follows:

SUMMARY OF GROWTH RATES			
Investment Type	Rent	Expenses	Inflation
U.S. Bureau of Labor Statistics (CPI-U) 10-Year Snapshot Average as of May-22			2.43%
<i>PwC Real Estate Investor Survey - 2nd Qtr. 2022</i>			
National Strip Shopping Center Market	1.33%	2.63%	---
Office Markets - National Suburban	1.60%	2.20%	---
Office Market - Southeast Florida	2.70%	3.00%	---
National Apartment Market	4.10%	3.20%	---
Southeast Florida Apartment Market	3.10%	3.00%	---
<i>PwC Real Estate Investor Survey - 2nd Qtr. 2022</i>			
National Net Lease Market	0.00%	1.60%	---
<i>PwC National Investor Survey</i>			
National Development Land Market	2.00%	10.00%	3.50%
CBRE Estimate	2.00%	3.00%	2.50%
Compiled by: CBRE			

DISCOUNT RATES

The following table illustrates sources for deriving a discount rate applicable to the leased fee position.

DISCOUNT RATE - CONCLUSION FOR P25 & P26		
Investment Type	Rate Range	Average
<i>RealtyRates.com - Land Leases - 2nd Qtr. 2022</i>		
Apartments	4.64% - 9.42%	7.32%
Lodging	5.13% - 14.13%	8.19%
Office	4.98% - 10.08%	7.28%
Restaurant	5.58% - 15.23%	9.23%
Retail	4.78% - 10.22%	7.80%
<i>PwC Real Estate Investor Survey - 2nd Qtr. 2022</i>		
National Strip Shopping Center Market	6.50% - 11.00%	8.38%
Office Markets - National Suburban	6.25% - 9.00%	7.50%
Office Market - Southeast Florida	6.00% - 11.00%	8.12%
National Apartment Market	4.75% - 10.00%	6.72%
Southeast Florida Apartment Market	5.00% - 7.00%	5.78%
<i>PwC Real Estate Investor Survey - 2nd Qtr. 2022</i>		
National Net Lease Market	5.00% - 10.00%	7.15%
CBRE Estimate		4.50%
Source: CBRE		

Several factors are considered in the determination of the discount rate applicable to the leased fee position. These include the substantial length of the remaining ground lease term, the spread between contract and market rent, if any, the demographic & economic trends, and the development cycle of the immediate area. Because the subject property is a high density, mixed-use site located in the South Beach submarket, the appropriate discount rate should be at or below the lower end of the overall range.

LEASED FEE CASH FLOW ANALYSIS - AS IF REZONED

The value of the subject's leased fee interest is accomplished by discounting the projected annual cash flow to the lessor plus reversion. A 99-year discounted cash flow analysis has been prepared based on the landlord/developer term sheet including reversion of the fee simple land value in the final year of the analysis. At the end of the lease term, the reversion is estimated based on an escalation of the current fee simple land value indication of \$26,000,000 + \$33,600,000 = \$59,600,000, for Municipal Parking Lots P25 & P26 combined, inflated 3.5% annually, less a 1.0% cost of sale for real estate commission and closing costs.

The contract rent is based on the negotiated term sheet base rent inflated 2.5% annually plus the percentage rent at 5.0% of EGI (effective gross income) based on the proposed mixed-use development. The following table provides an illustration of our market value of the leased fee interest in Municipal Parking Lots P25 & P26 As If rezoned via discounted cash flow analysis:

LEASED FEE ANALYSIS CASH FLOW SCHEDULE - P25 & P26

Year	Contract Rent	Percentage Rent 5.0% of EGI	Reversion Proceeds	Net Cash Flow	PV Factor @ 4.50%	PV of Cash Flow
2023	\$2,500,000	\$0		2,500,000	0.9569378	\$2,392,344
2024	\$650,000	\$0		650,000	0.9157300	\$595,224
2025	\$725,000	\$0		725,000	0.8762966	\$635,315
2026	\$725,000	\$0		725,000	0.8385613	\$607,957
2027	\$1,750,000	\$0		1,750,000	0.8024510	\$1,404,289
2028	\$750,000	\$0		750,000	0.7678957	\$575,922
2029	\$768,750	\$178,100		946,850	0.7348285	\$695,772
2030	\$787,969	\$191,093		979,062	0.7031851	\$688,462
2031	\$807,668	\$204,629		1,012,297	0.6729044	\$681,179
2032	\$827,860	\$218,727		1,046,586	0.6439277	\$673,926
2033	\$848,556	\$233,407		1,081,963	0.6161987	\$666,704
2034	\$869,770	\$248,689		1,118,460	0.5896639	\$659,515
2035	\$891,514	\$264,596		1,156,111	0.5642716	\$652,360
2036	\$913,802	\$281,149		1,194,952	0.5399729	\$645,241
2037	\$936,647	\$298,371		1,235,019	0.5167204	\$638,159
2038	\$960,063	\$316,286		1,276,349	0.4944693	\$631,115
2039	\$984,065	\$334,917		1,318,982	0.4731764	\$624,111
2040	\$1,008,667	\$354,289		1,362,956	0.4528004	\$617,147
2041	\$1,033,883	\$374,430		1,408,313	0.4333018	\$610,225
2042	\$1,059,730	\$395,365		1,455,095	0.4146429	\$603,345
2043	\$1,086,224	\$417,122		1,503,346	0.3967874	\$596,509
2044	\$1,113,379	\$439,730		1,553,109	0.3797009	\$589,717
2045	\$1,141,214	\$463,217		1,604,431	0.3633501	\$582,970
2046	\$1,169,744	\$487,616		1,657,360	0.3477035	\$576,270
2047	\$1,198,988	\$512,956		1,711,944	0.3327306	\$569,616
2048	\$1,228,962	\$539,271		1,768,233	0.3184025	\$563,010
2049	\$1,259,686	\$566,594		1,826,280	0.3046914	\$556,452
2050	\$1,291,179	\$594,959		1,886,137	0.2915707	\$549,942
2051	\$1,323,458	\$624,402		1,947,860	0.2790150	\$543,482
2052	\$1,356,544	\$654,961		2,011,506	0.2670000	\$537,072
2053	\$1,390,458	\$686,673		2,077,131	0.2555024	\$530,712
2054	\$1,425,220	\$719,578		2,144,798	0.2444999	\$524,403
2055	\$1,460,850	\$753,716		2,214,566	0.2339712	\$518,145
2056	\$1,497,371	\$789,129		2,286,501	0.2238959	\$511,938
2057	\$1,534,806	\$825,861		2,360,666	0.2142544	\$505,783
2058	\$1,573,176	\$863,955		2,437,131	0.2050282	\$499,681
2059	\$1,612,505	\$903,459		2,515,964	0.1961992	\$493,630
2060	\$1,652,818	\$944,420		2,597,238	0.1877504	\$487,633
2061	\$1,694,138	\$986,887		2,681,025	0.1796655	\$481,688
2062	\$1,736,492	\$1,030,910		2,767,402	0.1719287	\$475,796
2063	\$1,779,904	\$1,076,542		2,856,446	0.1645251	\$469,957
2064	\$1,824,401	\$1,123,838		2,948,239	0.1574403	\$464,172
2065	\$1,870,012	\$1,172,852		3,042,864	0.1506605	\$458,439
2066	\$1,916,762	\$1,223,643		3,140,405	0.1441728	\$452,761
2067	\$1,964,681	\$1,276,269		3,240,950	0.1379644	\$447,136
2068	\$2,013,798	\$1,330,793		3,344,591	0.1320233	\$441,564
2069	\$2,064,143	\$1,387,277		3,451,420	0.1263381	\$436,046
2070	\$2,115,746	\$1,445,787		3,561,533	0.1208977	\$430,581
2071	\$2,168,640	\$1,506,390		3,675,030	0.1156916	\$425,170
2072	\$2,222,856	\$1,569,156		3,792,012	0.1107096	\$419,812

2073	\$2,278,427	\$1,634,156	3,912,583	0.1059422	\$414,508	
2074	\$2,335,388	\$1,701,464	4,036,852	0.1013801	\$409,257	
2075	\$2,393,773	\$1,771,158	4,164,931	0.0970145	\$404,059	
2076	\$2,453,617	\$1,843,315	4,296,932	0.0928368	\$398,914	
2077	\$2,514,958	\$1,918,017	4,432,975	0.0888391	\$393,821	
2078	\$2,577,832	\$1,995,349	4,573,181	0.0850135	\$388,782	
2079	\$2,642,277	\$2,075,396	4,717,674	0.0813526	\$383,795	
2080	\$2,708,334	\$2,158,249	4,866,583	0.0778494	\$378,860	
2081	\$2,776,043	\$2,243,999	5,020,042	0.0744970	\$373,978	
2082	\$2,845,444	\$2,332,741	5,178,185	0.0712890	\$369,148	
2083	\$2,916,580	\$2,424,575	5,341,154	0.0682191	\$364,369	
2084	\$2,989,494	\$2,519,600	5,509,094	0.0652815	\$359,642	
2085	\$3,064,232	\$2,617,922	5,682,153	0.0624703	\$354,966	
2086	\$3,140,837	\$2,719,648	5,860,485	0.0597802	\$350,341	
2087	\$3,219,358	\$2,824,889	6,044,248	0.0572059	\$345,767	
2088	\$3,299,842	\$2,933,761	6,233,603	0.0547425	\$341,243	
2089	\$3,382,338	\$3,046,382	6,428,720	0.0523852	\$336,770	
2090	\$3,466,897	\$3,162,873	6,629,770	0.0501294	\$332,346	
2091	\$3,553,569	\$3,283,361	6,836,930	0.0479707	\$327,972	
2092	\$3,642,408	\$3,407,976	7,050,384	0.0459050	\$323,648	
2093	\$3,733,469	\$3,536,851	7,270,320	0.0439282	\$319,372	
2094	\$3,826,805	\$3,670,126	7,496,931	0.0420366	\$315,145	
2095	\$3,922,476	\$3,807,942	7,730,417	0.0402264	\$310,967	
2096	\$4,020,537	\$3,950,447	7,970,984	0.0384941	\$306,836	
2097	\$4,121,051	\$4,097,792	8,218,843	0.0368365	\$302,753	
2098	\$4,224,077	\$4,250,134	8,474,211	0.0352502	\$298,718	
2099	\$4,329,679	\$4,407,635	8,737,314	0.0337323	\$294,729	
2100	\$4,437,921	\$4,570,461	9,008,382	0.0322797	\$290,788	
2101	\$4,548,869	\$4,738,783	9,287,652	0.0308897	\$286,892	
2102	\$4,662,591	\$4,912,779	9,575,370	0.0295595	\$283,043	
2103	\$4,779,156	\$5,092,632	9,871,788	0.0282866	\$279,239	
2104	\$4,898,634	\$5,278,530	10,177,164	0.0270685	\$275,481	
2105	\$5,021,100	\$5,470,667	10,491,767	0.0259029	\$271,767	
2106	\$5,146,628	\$5,669,244	10,815,871	0.0247874	\$268,098	
2107	\$5,275,294	\$5,874,467	11,149,760	0.0237200	\$264,473	
2108	\$5,407,176	\$6,086,550	11,493,725	0.0226986	\$260,891	
2109	\$5,542,355	\$6,305,712	11,848,067	0.0217211	\$257,354	
2110	\$5,680,914	\$6,532,180	12,213,094	0.0207858	\$253,859	
2111	\$5,822,937	\$6,766,189	12,589,126	0.0198907	\$250,407	
2112	\$5,968,510	\$7,007,978	12,976,489	0.0190342	\$246,997	
2113	\$6,117,723	\$7,257,798	13,375,521	0.0182145	\$243,629	
2114	\$6,270,666	\$7,515,903	13,786,569	0.0174302	\$240,302	
2115	\$6,427,433	\$7,782,559	14,209,992	0.0166796	\$237,017	
2116	\$6,588,119	\$8,058,039	14,646,157	0.0159613	\$233,772	
2117	\$6,752,822	\$8,342,623	15,095,444	0.0152740	\$230,568	
2118	\$6,921,642	\$8,636,601	15,558,243	0.0146163	\$227,403	
2119	\$7,094,683	\$8,940,272	16,034,956	0.0139868	\$224,278	
2120	\$7,272,050	\$9,253,945	16,525,996	0.0133845	\$221,193	
2121	\$7,453,852	\$9,577,938	\$1,778,181,485	1,795,213,275	0.0128082	\$22,993,405
Indicated Leased Fee Value (Rounded)					\$68,300,000	

Compiled By: CBRE

GROUND LEASE TERM SHEET FOR MUNICIPAL PARKING LOT P27

Term: Not to exceed 99 years, including an initial term of fifty-one (51) years and two (2) consecutive, dependent twenty-four (24)-year extension options. The extension options shall be exercisable by Developer, its permitted successors or assigns, in their sole and absolute discretion, subject only to the condition that Developer is not then in material default under the Ground Lease, beyond applicable notice and cure periods, nor has an event or circumstance occurred, which with the giving of notice and passage of time would constitute a material default thereunder.

The effective date of the Ground Lease shall occur upon the latest to occur of, (i) execution of the Ground Lease by the parties and (ii) approval thereof by the City Commission in accordance with City Code and adoption by the City Commission of a resolution accepting the certification of the official results of the successful Referendum, and the effectiveness of the Ground Lease shall further be subject to the parties' execution of the Development Agreement.

The term of the Ground Lease will commence upon the Possession Date (as defined below). In furtherance of the goals of the City and the Developer in connection with this Project, the parties acknowledge and agree that the exact and additional terms, provisions, and agreements of the Ground Lease are to be further negotiated by the parties, and the Term Sheet includes certain terms and conditions as a framework for the parties' good faith negotiation of the definitive Ground Lease.

Base Rent:

Year 1 (months 1-12)	\$0 (Referendum certification/Notice to Proceed)
Year 2 (months 13-24)	\$ 2,150,000 (Year 2 commences on the first anniversary of Referendum certification/Notice to Proceed)
	One-time payment of \$2,000,000 due and \$150,000 construction rent commences on the earlier of (a) the actual date of Commencement of Construction or (b) month 23, the Target Date for Commencement of Construction set forth in the Project milestones below
Year 3 (months 25-36)	\$150,000
Year 4 (months 37-48)	\$680,000 Commences on the earlier of (a) the actual date of Completion of Construction or (b) month 43, the Target Date for Completion of Construction set forth in the Project milestones below (the "Full Rent Commencement Date")
Year 5 (49-60) & Beyond	Increases over the prior year Base Rent as follows: (a) 1.5% commencing on the Full Rent Commencement Date and continuing for a period of five (5) years;

- (b) the greater of 1.5% or CPI (capped at 2%) commencing immediately following the expiration of the period set forth in (a) above and continuing for a period of five (5) years;
 - (c) the greater of 1.5% or CPI (capped at 2.5%) commencing immediately following the expiration of the period set forth in (b) above and continuing for a period of five (5) years;
 - (d) the greater of 1.5% or CPI (capped at 3.0%) commencing immediately following the expiration of the period set forth in (c) above and continuing for the remainder of the Term, subject to the Base Rent Resets set forth below.
- (ii) Annual Percentage Rent: 4% of effective gross income from the Project for such lease year.
 - (iii) Base Rent Reset at year 51 (for years 52-75) and at year 75 (for years 76- 99): At the time of rent reset, hypothetical rent would be calculated based on year when full rent (i.e. \$680,000) commences escalated through the rent reset date by the higher of 2% or CPI (uncapped).

GROWTH RATES

In order to determine reasonable growth rates for the base rent and reversion of the land value in our discounted cash flow analysis, we have reviewed published investor surveys summarized as follows:

SUMMARY OF GROWTH RATES			
Investment Type	Rent Expenses		Inflation
U.S. Bureau of Labor Statistics (CPI-U)			
10-Year Snapshot Average as of	May-22		2.43%
<i>PwC Real Estate Investor Survey - 2nd Qtr. 2022</i>			
National Strip Shopping Center Market	1.33%	2.63%	---
Office Markets - National Suburban	1.60%	2.20%	---
Office Market - Southeast Florida	2.70%	3.00%	---
National Apartment Market	4.10%	3.20%	---
Southeast Florida Apartment Market	3.10%	3.00%	---
<i>PwC Real Estate Investor Survey - 2nd Qtr. 2022</i>			
National Net Lease Market	0.00%	1.60%	---
<i>PwC National Investor Survey</i>			
	Forecast Value Change		
National Development Land Market	2.00%	10.00%	3.50%
CBRE Estimate	2.00%	3.00%	2.50%
Compiled by: CBRE			

DISCOUNT RATES

The following table illustrates sources for deriving a discount rate applicable to the leased fee position.

DISCOUNT RATE - CONCLUSION FOR P27		
Investment Type	Rate Range	Average
<i>RealtyRates.com - Land Leases - 2nd Qtr. 2022</i>		
Apartments	4.64% - 9.42%	7.32%
Lodging	5.13% - 14.13%	8.19%
Office	4.98% - 10.08%	7.28%
Restaurant	5.58% - 15.23%	9.23%
Retail	4.78% - 10.22%	7.80%
<i>PwC Real Estate Investor Survey - 2nd Qtr. 2022</i>		
National Strip Shopping Center Market	6.50% - 11.00%	8.38%
Office Markets - National Suburban	6.25% - 9.00%	7.50%
Office Market - Southeast Florida	6.00% - 11.00%	8.12%
National Apartment Market	4.75% - 10.00%	6.72%
Southeast Florida Apartment Market	5.00% - 7.00%	5.78%
<i>PwC Real Estate Investor Survey - 2nd Qtr. 2022</i>		
National Net Lease Market	5.00% - 10.00%	7.15%
CBRE Estimate		5.00%
Source: CBRE		

Several factors are considered in the determination of the discount rate applicable to the leased fee position. These include the substantial length of the remaining ground lease term, the spread between contract and market rent, if any, the demographic & economic trends, and the development cycle of the immediate area. Because the subject property is a high density, mixed-use site located in the South Beach submarket, the appropriate discount rate should near the lower end of the overall range.

LEASED FEE CASH FLOW ANALYSIS – AS IS

The value of the subject's leased fee interest is accomplished by discounting the projected annual cash flow to the lessor plus reversion. A 99-year discounted cash flow analysis has been prepared based on the landlord/developer term sheet including reversion of the fee simple land value in the final year of the analysis. At the end of the lease term, the reversion is estimated based on an escalation of the current fee simple land value indication of \$39,000,000 for Municipal Parking Lot P27, inflated 3.5% annually, less a 1.0% cost of sale for real estate commission and closing costs.

The contract rent is based on the negotiated term sheet base rent inflated 2.5% annually plus the percentage rent at 5.0% of EGI (effective gross income) based on the proposed mixed-use development. The following table provides an illustration of our market value of the leased fee interest in Municipal Parking Lot P27 As If rezoned via discounted cash flow analysis:

LEASED FEE ANALYSIS CASH FLOW SCHEDULE - P27

Year	Contract Rent	Percentage Rent 5.0% of EGI	Reversion Proceeds	Net Cash Flow	PV Factor @ 5.00%	PV of Cash Flow
2024	\$0	\$0		-	0.9523810	\$0
2025	\$2,025,000	\$0		2,025,000	0.9070295	\$1,836,735
2026	\$150,000	\$0		150,000	0.8638376	\$129,576
2027	\$415,000	\$0		415,000	0.8227025	\$341,422
2028	\$690,200	\$0		690,200	0.7835262	\$540,790
2029	\$699,690	\$114,713		814,403	0.7462154	\$607,720
2030	\$710,186	\$700,275		1,410,460	0.7106813	\$1,002,388
2031	\$720,838	\$721,283		1,442,121	0.6768394	\$976,084
2032	\$731,651	\$742,921		1,474,572	0.6446089	\$950,522
2033	\$742,626	\$765,209		1,507,835	0.6139133	\$925,680
2034	\$753,765	\$788,165		1,541,930	0.5846793	\$901,535
2035	\$765,072	\$811,810		1,576,882	0.5568374	\$878,067
2036	\$776,548	\$836,164		1,612,712	0.5303214	\$855,256
2037	\$788,196	\$861,249		1,649,445	0.5050680	\$833,082
2038	\$800,019	\$887,087		1,687,106	0.4810171	\$811,527
2039	\$812,019	\$913,699		1,725,719	0.4581115	\$790,572
2040	\$824,199	\$941,110		1,765,310	0.4362967	\$770,199
2041	\$836,562	\$969,344		1,805,906	0.4155207	\$750,391
2042	\$849,111	\$998,424		1,847,535	0.3957340	\$731,132
2043	\$861,847	\$1,028,377		1,890,224	0.3768895	\$712,406
2044	\$874,775	\$1,059,228		1,934,003	0.3589424	\$694,196
2045	\$887,897	\$1,091,005		1,978,902	0.3418499	\$676,487
2046	\$901,215	\$1,123,735		2,024,950	0.3255713	\$659,266
2047	\$914,733	\$1,157,447		2,072,181	0.3100679	\$642,517
2048	\$928,454	\$1,192,171		2,120,625	0.2953028	\$626,226
2049	\$942,381	\$1,227,936		2,170,317	0.2812407	\$610,382
2050	\$956,517	\$1,264,774		2,221,291	0.2678483	\$594,969
2051	\$970,865	\$1,302,717		2,273,582	0.2550936	\$579,976
2052	\$985,428	\$1,341,798		2,327,226	0.2429463	\$565,391
2053	\$1,000,209	\$1,382,052		2,382,262	0.2313774	\$551,202
2054	\$1,015,212	\$1,423,514		2,438,726	0.2203595	\$537,396
2055	\$1,030,441	\$1,466,219		2,496,660	0.2098662	\$523,964
2056	\$1,045,897	\$1,510,206		2,556,103	0.1998725	\$510,895
2057	\$1,061,586	\$1,555,512		2,617,098	0.1903548	\$498,177
2058	\$1,077,509	\$1,602,177		2,679,687	0.1812903	\$485,801
2059	\$1,093,672	\$1,650,243		2,743,915	0.1726574	\$473,757
2060	\$1,110,077	\$1,699,750		2,809,827	0.1644356	\$462,036
2061	\$1,126,728	\$1,750,743		2,877,471	0.1566054	\$450,627
2062	\$1,143,629	\$1,803,265		2,946,894	0.1491480	\$439,523
2063	\$1,160,784	\$1,857,363		3,018,146	0.1420457	\$428,715
2064	\$1,178,195	\$1,913,084		3,091,279	0.1352816	\$418,193
2065	\$1,195,868	\$1,970,476		3,166,344	0.1288396	\$407,951
2066	\$1,213,806	\$2,029,590		3,243,397	0.1227044	\$397,979
2067	\$1,232,013	\$2,090,478		3,322,492	0.1168613	\$388,271
2068	\$1,250,494	\$2,153,193		3,403,686	0.1112965	\$378,818
2069	\$1,269,251	\$2,217,788		3,487,039	0.1059967	\$369,615
2070	\$1,288,290	\$2,284,322		3,572,612	0.1009492	\$360,652
2071	\$1,307,614	\$2,352,852		3,660,466	0.0961421	\$351,925
2072	\$1,327,228	\$2,423,437		3,750,666	0.0915639	\$343,426
2073	\$1,347,137	\$2,496,140		3,843,277	0.0872037	\$335,148

2074	\$1,367,344	\$2,571,025	3,938,368	0.0830512	\$327,086	
2075	\$1,387,854	\$2,648,155	4,036,009	0.0790964	\$319,234	
2076	\$1,408,672	\$2,727,600	4,136,272	0.0753299	\$311,585	
2077	\$1,429,802	\$2,809,428	4,239,230	0.0717427	\$304,134	
2078	\$1,451,249	\$2,893,711	4,344,960	0.0683264	\$296,875	
2079	\$1,473,018	\$2,980,522	4,453,540	0.0650728	\$289,804	
2080	\$1,495,113	\$3,069,938	4,565,051	0.0619741	\$282,915	
2081	\$1,517,540	\$3,162,036	4,679,575	0.0590229	\$276,202	
2082	\$1,540,303	\$3,256,897	4,797,200	0.0562123	\$269,662	
2083	\$1,563,407	\$3,354,604	4,918,011	0.0535355	\$263,288	
2084	\$1,586,858	\$3,455,242	5,042,100	0.0509862	\$257,078	
2085	\$1,610,661	\$3,558,899	5,169,560	0.0485583	\$251,025	
2086	\$1,634,821	\$3,665,666	5,300,487	0.0462460	\$245,126	
2087	\$1,659,343	\$3,775,636	5,434,980	0.0440438	\$239,377	
2088	\$1,684,234	\$3,888,905	5,573,139	0.0419465	\$233,774	
2089	\$1,709,497	\$4,005,572	5,715,069	0.0399490	\$228,311	
2090	\$1,735,140	\$4,125,740	5,860,879	0.0380467	\$222,987	
2091	\$1,761,167	\$4,249,512	6,010,678	0.0362349	\$217,797	
2092	\$1,787,584	\$4,376,997	6,164,581	0.0345095	\$212,736	
2093	\$1,814,398	\$4,508,307	6,322,705	0.0328662	\$207,803	
2094	\$1,841,614	\$4,643,556	6,485,170	0.0313011	\$202,993	
2095	\$1,869,238	\$4,782,863	6,652,101	0.0298106	\$198,303	
2096	\$1,897,277	\$4,926,349	6,823,625	0.0283910	\$193,730	
2097	\$1,925,736	\$5,074,139	6,999,875	0.0270391	\$189,270	
2098	\$1,954,622	\$5,226,363	7,180,985	0.0257515	\$184,921	
2099	\$1,983,941	\$5,383,154	7,367,096	0.0245252	\$180,680	
2100	\$2,013,700	\$5,544,649	7,558,349	0.0233574	\$176,543	
2101	\$2,043,906	\$5,710,989	7,754,894	0.0222451	\$172,509	
2102	\$2,074,564	\$5,882,318	7,956,882	0.0211858	\$168,573	
2103	\$2,105,683	\$6,058,788	8,164,470	0.0201770	\$164,734	
2104	\$2,137,268	\$6,240,551	8,377,819	0.0192162	\$160,990	
2105	\$2,169,327	\$6,427,768	8,597,095	0.0183011	\$157,336	
2106	\$2,201,867	\$6,620,601	8,822,468	0.0174296	\$153,772	
2107	\$2,234,895	\$6,819,219	9,054,114	0.0165996	\$150,295	
2108	\$2,268,418	\$7,023,796	9,292,214	0.0158092	\$146,902	
2109	\$2,302,445	\$7,234,509	9,536,954	0.0150564	\$143,592	
2110	\$2,336,981	\$7,451,545	9,788,526	0.0143394	\$140,362	
2111	\$2,372,036	\$7,675,091	10,047,127	0.0136566	\$137,209	
2112	\$2,407,617	\$7,905,344	10,312,960	0.0130063	\$134,133	
2113	\$2,443,731	\$8,142,504	10,586,235	0.0123869	\$131,131	
2114	\$2,480,387	\$8,386,779	10,867,166	0.0117971	\$128,201	
2115	\$2,517,593	\$8,638,383	11,155,975	0.0112353	\$125,341	
2116	\$2,555,357	\$8,897,534	11,452,891	0.0107003	\$122,549	
2117	\$2,593,687	\$9,164,460	11,758,147	0.0101907	\$119,824	
2118	\$2,632,592	\$9,439,394	12,071,986	0.0097055	\$117,164	
2119	\$2,672,081	\$9,722,576	12,394,657	0.0092433	\$114,568	
2120	\$2,712,162	\$10,014,253	12,726,415	0.0088031	\$112,033	
2121	\$2,752,845	\$10,314,680	13,067,525	0.0083840	\$109,557	
2122	\$2,794,137	\$10,624,121	\$1,163,575,133	1,176,993,391	0.0079847	\$9,397,956

Indicated Leased Fee Value (Rounded)

\$49,000,000

Compiled By: CBRE

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, “CBRE”) has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the “Report”), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
 - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
 - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property’s compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.

13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

ADDENDA

Addendum A

LAND SALE DATA SHEETS

Sale

Land - Mixed-Use

No. 1

Property Name 6th & Washington
 Address 601-685 Washington Avenue
 Miami Beach, FL 33139
 United States

Government Tax Agency Miami-Dade
 Govt./Tax ID N/A

Site/Government Regulations

	Acres	Square feet
Land Area Net	1.579	68,770
Land Area Gross	1.579	68,770



Site Development Status	Finished
Shape	Rectangular
Topography	Other(See Comments)
Utilities	Available to site

Maximum FAR 1.62
 Min Land to Bldg Ratio 0.62:1
 Maximum Density 41.81 per ac

Frontage Distance/Street	549 ft Washington Ave
Frontage Distance/Street	133 ft 6th Street
Frontage Distance/Street	130 ft 7th Street
Frontage Distance/Street	519 ft Collins Court - Alley

General Plan Mixed-use retail/residential & parking
 Specific Plan Mixed-use retail/residential & parking
 Zoning CD-2, Commercial (See Comments)
 Entitlement Status Other (See Comments)

Sale Summary

Recorded Buyer IC 601 Washington, LLC
 True Buyer Eric Birnbaum
 Recorded Seller Washington Squared, LLC
 True Seller Andrew Joblon, Managing Member

Marketing Time N/A
 Buyer Type Developer
 Seller Type Private Investor
 Primary Verification Contract & Appraisal on-file

Interest Transferred Fee Simple/Freehold
 Current Use Obsolete strip retail
 Proposed Use Mixed-use retail, residential & parking
 Listing Broker N/A
 Selling Broker N/A
 Doc # See Comments

Type	Sale
Date	6/23/2015
Sale Price	\$55,500,000
Financing	Cash to Seller
Cash Equivalent	\$55,500,000
Capital Adjustment	\$2,000,000
Adjusted Price	\$57,500,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
06/2015	Sale	IC 601 Washington, LLC	Washington Squared, LLC	\$55,500,000	\$36,422,373 / \$836.12

Units of Comparison

\$836.12 / sf	\$871,212 / Unit
\$36,422,372.84 / ac	\$871,212 / Allowable Bldg. Units
	\$515.03 / Building Area

Financial

No information recorded

Map & Comments



This comparable land sale is improved with seven (7) existing 1 & 2 story retail store buildings fronting Washington Avenue between 6th Street and 7th Street in the Flamingo Park Historic District on Miami Beach that were owned or were "in contract" to Washington Squared, LLC, as part of an assemblage for mixed-use redevelopment for a total purchase price of \$40,210,436, including lease buyouts, exiting debt & real estate commission obligations to the buyer. The assembled site area totals 68,770 square feet of medium intensity zoned land area that is improved with approximately 63,601 square feet of obsolete retail store building area dating to 1934, 1936 & 1948. The proposed redevelopment is conceptually site planned for 55,120 square feet of ground floor retail, plus 66-residential condominium units with 56,525 square feet or an average of 856-SF of living area per unit in a 9-story tower and 2-levels of structured parking with 240 spaces. In addition, there are several other redevelopment scenario options including a potential hotel tower instead of the residential condominium units.

The majority of the contracts, excluding 619-627 Washington Avenue, all closed simultaneously in the third week of June 2015. In addition to the assemblage purchase price, the buyer/investor, Washington Squared, LLC was able to negotiate & execute a membership interest purchase & sale to IC 601 Washington LLC, dated May 27, 2015. The forward purchase price is \$55,500,000 for a 96.5% interest in a joint venture agreement between the seller & purchaser. The seller retains a 3.5% interest in the joint venture valued at \$2,000,000, for a total purchase price valued at \$57,500,000 for 100% interest in the joint venture partnership.

Part of the assemblage strategy was the Washington Avenue Vision and Master Plan being developed with a Washington Avenue Blue Ribbon Panel (WABRP) that was recommending to increase building height restrictions. The WABRP was recommending a FAR as high as 2.75, subject to municipal government approvals, versus the current zoning of CD-2, Commercial, Medium Intensity District permits a maximum floor area ratio (FAR) of 1.50, plus Code Section 142-307(d) 2.0 FAR where more than 25% of the building is used for residential or hotel units.

Property Name 1685 Washington Avenue
 Address 1685 Washington Avenue
 Miami Beach, FL 33139
 United States

Government Tax Agency Miami-Dade
 Govt./Tax ID 02-3234-019-0730

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.689	30,000
Land Area Gross	0.689	30,000

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All available

Maximum FAR 2.25
 Min Land to Bldg Ratio 0.44:1
 Maximum Density 217.80 per ac

Frontage Distance/Street	N/A Washington Avenue
Frontage Distance/Street	N/A 17th Street

General Plan Mixed-use
 Specific Plan Mixed-use hotel, retail & branch bank
 Zoning CD-3, Commercial High Intensity District
 Entitlement Status N/A



Sale Summary

Recorded Buyer	Sobe Center, LLC	Marketing Time	N/A
True Buyer	Ronny Finvarb	Buyer Type	Developer
Recorded Seller	Citibank, N.A.	Seller Type	End User
True Seller	N/A	Primary Verification	Paul Weimer, Listing Broker

Interest Transferred	Leased Fee
Current Use	Branch bank
Proposed Use	Mixed-use hotel, retail & branch bank
Listing Broker	CBRE, Inc. Hotel & Resort Group
Selling Broker	Paul Weimer, CBRE, Inc.
Doc #	30658/1799

Type	Sale
Date	8/16/2017
Sale Price	\$19,200,000
Financing	All Cash
Cash Equivalent	\$19,200,000
Capital Adjustment	\$2,000,000
Adjusted Price	\$21,200,000

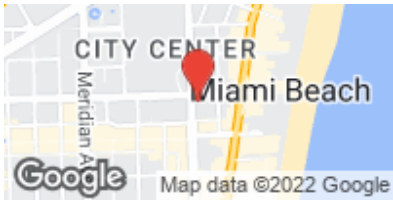
Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Price/ac and /sf</u>
08/2017	Sale	Sobe Center, LLC	Citibank, N.A.	\$19,200,000	\$30,782,634 / \$706.67

Sale**Land - Hotel / Motel****No. 2****Units of Comparison**

\$706.67 / sf
 \$30,782,633.95 / ac

N/A / Unit
 \$141,333 / Allowable Bldg. Units
 \$314.07 / Building Area

Financial**No information recorded****Map & Comments**

This comparable land sale is a 0.69-acre site, high density zoned site improved with a 7,389 SF Citibank branch and is located at the southeast corner of Washington Avenue and 17th Street in Miami Beach, Florida. The improvements were constructed in 1996. However, the buyer is a very active Miami Beach hotel developer and was scouting potential redevelopment sites along the Lincoln Road mall. The transaction and redevelopment plan was negotiated to include a new, replacement branch bank for Citibank in 4,000-SF of net rentable area on the ground floor of the proposed, 8-story, 150-room hotel tower. Citibank intends to continue to operate during construction and will enter a long-term leaseback of the new space upon completion. According to the broker, the value of the leaseback was considered to be \$100.00-PSF, triple net but details were confidential and not provided. However, the 4,000-SF branch bank shell cost contribution to the buyer/developer is estimated to be \$500.00-PSF for hard & soft costs and parking space allocations.

Property Name 1910 Alton Road
 Address 1910 Alton Road
 Miami Beach, FL 33139
 United States

Government Tax Agency Miami-Dade
 Govt./Tax ID 02-3233-022-0020

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.184	8,000
Land Area Gross	N/A	N/A

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	Available to site

Maximum FAR 2.00
 Min Land to Bldg Ratio 0.50:1
 Maximum Density N/A

Frontage Distance/Street N/A Alton Road

General Plan Mixed-use commercial
 Specific Plan Mixed-use office/residential
 Zoning CD-2, Commercial, Medium Intensity
 Entitlement Status N/A



Sale Summary

Recorded Buyer	Alton Office Holdings, LLC	Marketing Time	13 Month(s)
True Buyer	Wayne Boich	Buyer Type	Developer
Recorded Seller	Talmudic College of Florida, Inc.	Seller Type	End User
True Seller	Rabbi Yitzchak Zweig	Primary Verification	Zach Winkler, Listing Broker
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Obsolete office & educational use	Date	2/19/2020
Proposed Use	Mixed-use office/residential	Sale Price	\$4,500,000
Listing Broker	JLL #305-704-1333	Financing	All Cash
Selling Broker	N/A	Cash Equivalent	\$4,500,000
Doc #	31835/4257	Capital Adjustment	\$0
		Adjusted Price	\$4,500,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Price/ac and /sf</u>
02/2020	Sale	Alton Office Holdings, LLC	Talmudic College of Florida, Inc.	\$4,500,000	\$24,496,462 / \$562.50

Units of Comparison

\$562.50 / sf
\$24,496,461.62 / ac

N/A / Unit
N/A / Allowable Bldg. Units
\$281.30 / Building Area

Financial

No information recorded

Map & Comments

This comparable land sale is located along the west side of Alton Road in the Sunset Harbour submarket in Miami Beach, Florida. The property was improved with an obsolete office/educational building and broker listed at \$5,750,000 for approximately 13-months +/- before going into contract at \$4,500,000 in an "all cash" transaction. The buyer is a developer who demolished the building and secured site plan approvals for a 5-story, 15,997-SF mixed-use office building with a top floor residential unit including rooftop deck, 2-floors of office space, a ground floor art gallery, secured lobby and 15-mechincal lift parking spaces.

Property Name citizenM Hotel
 Address 1212 Lincoln Road
 Miami Beach, FL 33139
 United States

Government Tax Agency N/A
 Govt./Tax ID Multiple

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.419	18,263
Land Area Gross	N/A	N/A

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All available to site

Maximum FAR 2.46
 Min Land to Bldg Ratio 0.41:1
 Maximum Density 400.67 per ac

Frontage Distance/Street	N/A Alton Road
Frontage Distance/Street	N/A Lincoln Road

General Plan Mixed-use commercial
 Specific Plan Hotel
 Zoning CD-2, Commercial, Medium Intensity
 Entitlement Status N/A



Sale Summary

Recorded Buyer	OSIB Miami Beach Properties LLC	Marketing Time	N/A
True Buyer	Craig Kinnon, citizenM Hotels	Buyer Type	End User
Recorded Seller	1212 Lincoln LLC	Seller Type	Developer
True Seller	Russell Galbut, Crescent Heights	Primary Verification	Buyer & Public Records
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Obsolete bank	Date	6/25/2020
Proposed Use	Boutique hotel	Sale Price	\$9,000,000
Listing Broker	Off-market transaction	Financing	All Cash
Selling Broker	N/A	Cash Equivalent	\$9,000,000
Doc #	31988/2369	Capital Adjustment	\$0
		Adjusted Price	\$9,000,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Price/ac and /sf</u>
06/2020	Sale	OSIB Miami Beach Properties LLC	1212 Lincoln LLC	\$9,000,000	\$21,464,345 / \$492.80

Sale**Land - Hotel / Motel****No. 4****Units of Comparison**

\$492.80 / sf
\$21,464,345.34 / ac

\$53,571 / Unit
\$53,571 / Allowable Bldg. Units
\$200.28 / Building Area

Financial**No information recorded****Map & Comments**

This comparable land sale is located at the southwest corner intersection of Alton Road & Lincoln Road in the South Beach submarket of Miami Beach, Florida. The site is improved with an existing 2-story, 18,105-SF Wells Fargo branch bank built in 1940 that will be redeveloped into a 5-story, 168-room boutique hotel with roof top terrace. The seller previously acquired the property from Wells Fargo in January 2020 for \$8,500,000. The site location is across the street from the west end of the Lincoln Road pedestrian mall and is part of a mixed-use master plan anchored by a 55,000-SF Whole Foods with 3-levels of structured parking support.

Property Name 1234 - 1260 Washington Avenue
 Address 1234 - 1260 Washington Avenue
 Miami Beach, FL 33139
 United States

Government Tax Agency Miami-Dade
 Govt./Tax ID Multiple

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.770	33,525
Land Area Gross	N/A	N/A

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All available to site

Maximum FAR 2.00
 Min Land to Bldg Ratio 0.50:1
 Maximum Density 139.03 per ac

Frontage Distance/Street	N/A Washington Avenue
Frontage Distance/Street	N/A Drexel Avenue
Frontage Distance/Street	N/A 13th Street

General Plan High density, mixed-use retail, office, residential & hotel
 Specific Plan Mixed-use retail & office
 Zoning CD-2, Commercial Medium Intensity
 Entitlement Status N/A



Sale Summary

Recorded Buyer	Urbin Miami Beach Owner, LLC	Marketing Time	N/A
True Buyer	Rishi Kapoor	Buyer Type	Private Syndicator
Recorded Seller	1234 Partners, Ltd.	Seller Type	Private Investor
True Seller	Jonathan Fryd & David Resnick	Primary Verification	Buyer #786-701-6724
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Obsolete retail/office	Date	5/4/2021
Proposed Use	Retail/office redevelopment	Sale Price	\$20,000,000
Listing Broker	Off-market transaction	Financing	Other(See Comments)
Selling Broker	N/A	Cash Equivalent	\$20,000,000
Doc #	32501/292	Capital Adjustment	\$0
		Adjusted Price	\$20,000,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
05/2021	Sale	Urbin Miami Beach Owner, LLC	1234 Partners, Ltd.	\$20,000,000	\$25,987,526 / \$596.57

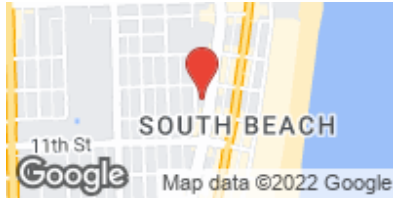
Units of Comparison

\$596.57 / sf	\$186,916 / Unit
\$25,987,525.99 / ac	\$186,916 / Allowable Bldg. Units
	\$298.61 / Building Area

Financial

No information recorded

Map & Comments



This comparable land sale comprises an existing 1-story, 10,697-SF retail building (1260) and a 3-story, 19,519-SF office building (1234) located along the west side of Washington Avenue at 13th Street and spanning west to the Drexel Avenue frontage. The buyer operates a co-living & co-working business with plans to demolish the 1-story retail building and replace it with a new, ground-up 6-story office building and will gut renovate & restore the existing 3-story office building. The proposed site plan comprises a total of 44,153-SF of rentable area and 82,160-SF of gross building area that includes a 5,000-SF wellness center on the ground floor and 21,000-SF of new, flexible office space on the upper floors including co-working area as small as 50-SF and more traditional office suites ranging from 1,000 to 5,000 square feet with fully furnished, turn key options. Project amenities include a food market, cafe & raw juice bar, 60-residential units and roof deck with pool, yoga lawn and bar. The residential units will be a mix of 275-SF micro units and co-living units with 2-to-4 bedroom floor plans including private bathrooms in each bedroom and shared living room, kitchen and laundry machines.

The sale transaction was facilitated with a \$14 million purchase money mortgage in favor of the sellers and the buyer raised \$56 million from investors for the redevelopment program.

Property Name 1683 & 1695 Alton Road
 Address 1683 & 1695 Alton Road
 Miami Beach, FL 33139
 United States

Government Tax Agency Miami-Dade
 Govt./Tax ID 02-3234-017-0090 & 0100

**Site/Government Regulations**

	Acres	Square feet
Land Area Net	0.340	14,810
Land Area Gross	N/A	N/A

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	Available to site

Maximum FAR 1.50
 Min Land to Bldg Ratio 0.67:1
 Maximum Density N/A

Frontage Distance/Street	N/A Alton Road
Frontage Distance/Street	N/A 17th Street

General Plan Mixed-use commercial
 Specific Plan TBD
 Zoning CD-2, Commercial, Medium Intensity
 Entitlement Status N/A

Sale Summary

Recorded Buyer	1695 Alton, LLC	Marketing Time	18 Month(s)
True Buyer	Alan Potamkin	Buyer Type	Private Investor
Recorded Seller	Sanel, Inc.	Seller Type	Private Investor
True Seller	Eleonora Carina Zocco	Primary Verification	Rich Tallman, Listing Broker

Interest Transferred Fee Simple/Freehold
 Current Use Vacant branch bank building & parking lot
 Proposed Use TBD
 Listing Broker La Playa Properties Group, Inc. #305-672-0773
 Selling Broker N/A
 Doc # 33019/3462

Type	Sale
Date	2/3/2022
Sale Price	\$10,400,000
Financing	Cash to Seller
Cash Equivalent	\$10,400,000
Capital Adjustment	\$0
Adjusted Price	\$10,400,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
02/2022	Sale	1695 Alton, LLC	Sanel, Inc.	\$10,400,000	\$30,588,235 / \$702.21

Units of Comparison

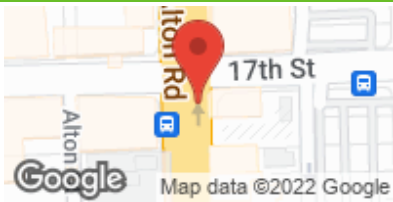
\$702.21 / sf
 \$30,588,235.29 / ac

N/A / Unit
 N/A / Allowable Bldg. Units
 \$468.15 / Building Area

Financial

No information recorded

Map & Comments



This comparable land sale is the former BankUnited branch bank located on the southeast, signalized corner of Alton Road and 17th Street in the South Beach submarket in Miami Beach, Florida. The BankUnited lease commenced in May 2010 with the "like new" branch bank opening in 2012. The lease terms & conditions were for 10 years plus two (2), 5 year renewal option and 3% annual escalations throughout initial term and options periods. However, BankUnited vacated after the initial base term expired. Prior to a branch bank, it was the former Burger King fast food restaurant. The current seller previously acquired the property in December 2012 and a single tenant, triple net lease investment for \$8,150,000 and relisted the property more recently once it was known that BankUnited was not renewing. The broker listing was priced at \$12,000,000 and sold at \$10,400,000 in an "all cash" sale transaction to a local, high net worth investor. The underlying zoning permits a 5-story building and floor-area-ratio of 1.50 or a maximum 2.0 in mixed-use buildings when more than 25 percent of the total area of a building is used for residential or hotel units, as set forth in the RM-2 district.

Property Name 2206 Park Avenue
 Address 2206 Park Avenue
 Miami Beach, FL 33139
 United States

Government Tax Agency Miami-Dade
 Govt./Tax ID Multiple

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.391	17,040
Land Area Gross	N/A	N/A

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	Available to site

Maximum FAR 2.90
 Min Land to Bldg Ratio 0.34:1
 Maximum Density 306.75 per ac

Frontage Distance/Street	N/A Park Avenue
Frontage Distance/Street	N/A 22nd Street

General Plan Mixed-use residential & hotel uses
 Specific Plan Hotel
 Zoning CD-3, Commercial, High Intensity
 Entitlement Status N/A



Sale Summary

Recorded Buyer	22 Landlord LLC	Marketing Time	5 Month(s)
True Buyer	Mathieu Massa	Buyer Type	Developer
Recorded Seller	Encotol LLC	Seller Type	Developer
True Seller	Enrique Colmenaras	Primary Verification	Susan Gale, Listing Agent

Interest Transferred Fee Simple/Freehold
 Current Use Vacant land
 Proposed Use Hotel
 Listing Broker One Sotheby's International #305-766-1988
 Selling Broker N/A
 Doc # 33027/4911

Type	Sale
Date	2/11/2022
Sale Price	\$13,500,000
Financing	Market Rate Financing
Cash Equivalent	\$13,500,000
Capital Adjustment	\$0
Adjusted Price	\$13,500,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Price/ac and /sf</u>
02/2022	Sale	22 Landlord LLC	Encotol LLC	\$13,500,000	\$34,509,202 / \$792.25

Units of Comparison

\$792.25 / sf	\$112,500 / Unit
\$34,509,202.45 / ac	\$112,500 / Allowable Bldg. Units
	\$273.05 / Building Area

Financial

No information recorded

Map & Comments



This comparable land sale is located along the northwest corner of Park Avenue and 22nd Street in the South Beach submarket in Miami Beach, Florida. The property was broker listed at \$15,900,000 and sold for \$13,500,000 with the buyer securing a \$6,000,000 conventional loan from City National Bank and the seller providing a \$2,500,000 short term purchase money mortgage. The property was previously acquired in October 2013 for \$7,000,000 by the developers of the adjacent & former 44-room Lido Park Hotel located at 2216 Park Avenue who re-branded the 2216 Park Avenue property as the Vintro Hotel & Kitchen and is now known as the Kayak Miami Beach. The 2206 Park Avenue land sale property was previously proposed and entitled for a 5-story condo hotel comprising of 50,000-SF +/- with a mechanical parking lift system. The project was finally approved for 49,441-SF of FAR with 120-hotel rooms, ground floor retail and reduced off-street parking variance. The site location is at the crossroads of Park Avenue and the renovated Collins Canal that is a restricted access canal that connects to Biscayne Bay, Indian Creek and Lake Pancoast.

Sale

Land - Mixed-Use

No. 8

Property Name The Alton
 Address 1656-1680 Alton Road
 1677 West Avenue
 Miami Beach, FL 33139
 United States
 Government Tax Agency Miami-Dade
 Govt./Tax ID Multiple



Site/Government Regulations

	Acres	Square feet
Land Area Net	1.377	60,000
Land Area Gross	N/A	N/A

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	Available to site

Maximum FAR	1.50
Min Land to Bldg Ratio	0.67:1
Maximum Density	N/A

Frontage Distance/Street	350 ft	Alton Road
Frontage Distance/Street	350 ft	Alton Court
Frontage Distance/Street	50 ft	West Avenue

General Plan Mixed-use residential & commercial uses
 Specific Plan Mixed-use retail & office use
 Zoning CD-2, Commercial, Medium Intensity
 Entitlement Status N/A

Sale Summary

Recorded Buyer	BH The Alton LLC	Marketing Time	8 Month(s)
True Buyer	Michael Shvo	Buyer Type	Developer
Recorded Seller	Alton Road Investments, LLC & Hardware Parking, LLC	Seller Type	Private Investor
True Seller	Robert Shor	Primary Verification	John Crotty, Listing Broker
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Obsolete retail, residential & a surface parking lot	Date	6/3/2022
Proposed Use	Mixed-use retail/office & structured parking	Sale Price	\$39,300,000
Listing Broker	Avison Young #305-447-7865	Financing	Market Rate Financing
Selling Broker	Noah Fox & Lyle Stern, Koniver Stern Group	Cash Equivalent	\$39,300,000
Doc #	33230/423 & 428	Capital Adjustment	\$0
		Adjusted Price	\$39,300,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
06/2022	Sale	BH The Alton LLC	Alton Road Investments, LLC & Hardware Parking, LLC	\$39,300,000	\$28,532,017 / \$655.00

Units of Comparison

\$655.00 / sf
\$28,532,016.84 / ac

N/A / Unit
N/A / Allowable Bldg. Units
\$436.67 / Building Area

Financial

No information recorded

Map & Comments



This comparable land sale comprises 1.21-acres fronting Alton Road, just one (1) lot north of Lincoln Road and improved with several 1 & 2 story retail & residential buildings totaling 50,814-SF and dating back to the 1940's plus 0.17-acre fronting West Avenue that is improved with a surface parking lot. The buyer is a developer with a preliminary concept plan to redevelop the site with a 5 to 6-story, mixed-use retail/office project supported by structured parking with a gross building area of 250,000-SF (including parking garage) and subject to the acquisition of the Alton Court alleyway. The buyer/developer is seeking to acquire a partial vacation in order create a unified development site between parcels located on both the east and west sides of the alley that would allow for the movement of FAR between the parcels and then provide a perpetual easement to the City so the alley continues to function and the City would continue to have access to all utilities. The proposed office building is expected to utilize the recently approved height incentives for office buildings along Alton Road, subject to public benefits to be provided by the developer, while retaining a lower scale of development along West Avenue.

The current seller previously acquired the property in a two-part assemblage in August 2004 for \$9,750,000 and April 2014 for \$2,5000 or for a total of \$12,250,000 and engaged Avison Young to market the property, unpriced, in the 4th quarter, 2021. The current buyer facilitated the transaction with a \$28,250,000 loan in favor of Maim Credit Corp.

Addendum B

TERM SHEET FOR P25 & P26

**Lincoln Land Class A Office Space
and Parking Development Agreement
Proposed Term Sheet
City Revised Draft - April 26, 2022**

Capitalized terms used in this Term Sheet and not defined shall be defined in the Development Agreement and/or Ground Lease, as applicable.

1. Overview of Transaction Structure and Project:

- a. The City of Miami Beach, Florida (the “City”) owns those certain surface parking lots referred to as Lots P25 and P26 and consisting of the following eleven (11) tax folios: (1) with respect to Lot P25: 02-3234-004-0870, 02-3234-004-0880, 02-3234-004-0890, 02-3234-004-0900, and 02-3234-004-0910; and (2) with respect to Lot P26: 02-3234-004-0710, 02-3234-004-0720, 02-3234-004-0730, 02-3234-004-0820, 02-3234-004-0830, and 02-3234-004-0840, all located in Miami Beach, Florida (collectively, the “Property”).
- b. Lincoln Road Property Owner, L.P., a Delaware limited partnership (“Developer”), has responded to the City’s Request for Proposals 2021-173-KB (“RFP”) for the redevelopment of the Property and the City Commission authorized the City to commence negotiations with Developer for the redevelopment of the Property based on Developer’s proposal.
- c. Developer, at its sole cost and expense, intends to develop, design, permit, construct, operate and, as applicable, maintain on Lots P25 and P26, respectively, the following (collectively, the “Project”), subject to any changes to the Project that may be approved by the City in its sole discretion in accordance with the Development Agreement and/or Ground Lease (as defined below):
 - (1) With respect to Lot P25 (the “P25 Project”):
 - (A) a Class A office component consisting of approximately [44,951] square feet (the “P25 Office Component”) which shall in any event constitute approximately 66% (and not less than 50%) of the approved floor area ratio (FAR);
 - (B) a ground floor retail component consisting of approximately [12,214] square feet which shall in any event include a fully activated liner of retail, restaurant, personal service or similar active uses, with a minimum depth of 50 feet along the entire ground floor portions of the Project facing a street, sidewalk or Lenox Avenue and 17th Street except for access points for vehicles and pedestrians (the “P25 Retail Component”);

(C) a public parking component to replace the existing public parking spaces on Lot P25 consisting of at least eighty-six (86) public parking spaces (the “P25 Public Parking Replacement Component”) (for the avoidance of doubt, the City shall operate the P25 Public Parking Replacement Component and it shall be excluded from the Ground Lease pursuant to a condominium regime, as shall be further described in the Development Agreement, provided, the City shall have the right, in its sole discretion, to cause the Developer to operate the P25 Public Parking Replacement Component by written notice to the Developer by or before the date that is sixty (60) days from the date the Referendum (as defined below) results are certified). In the event the City requires Developer to operate the P25 Public Parking Replacement Component, the Developer and the City shall agree to additional terms regarding the Public Parking Replacement Component below; and

(D) additional parking component consisting of ninety-five (95) private parking spaces for use by the occupants of the P25 Office Component and the P25 Retail Component (the “P25 Additional Parking Component”). The P25 Office Component, the P25 Retail Component, and the P25 Additional Parking Component are hereinafter collectively referred to as the “P25 Ground Lease Component”; and

(2) With respect to Lot P26 (the “P26 Project”):

(A) a Class A office component consisting of approximately [63,339] square feet (the “P26 Office Component,” and together with the P25 Office Component, the “Office Component”) which shall in any event constitute approximately 68% (and not less than 50%) of the approved floor area ratio (FAR);¹

(B) a ground floor retail component consisting of approximately [12,670] square feet which shall in any event include a fully activated liner of retail, restaurant, personal service or similar active uses, with a minimum depth of 50 feet along the entire ground floor portions of the project facing a street, sidewalk or Lincoln Lane North except for access points for vehicles and pedestrians (the “P26 Retail Component,” and together with the P25 Retail Component, the “Retail Component”);

¹ In the event the proposed amendments to the LDRs are approved, the square footage of the P26 Office Component will be increased to approximately [84,329] square feet. Notwithstanding the foregoing, such increased square footage will not be included for purposes of allocating the aggregate Base Rent between the P25 Project and the P26 Project, as described in Section 3.b. below.

- (C) a public parking component to replace the existing public parking spaces on Lot P26 consisting of at least 106 public parking spaces (the “P26 Public Parking Replacement Component,” and together with the P25 Public Parking Replacement Component, the “Public Parking Replacement Component”) (for the avoidance of doubt, the City shall operate the P26 Public Parking Replacement Component and it shall be excluded from the Ground Lease pursuant to a condominium regime, as shall be further described in the Development Agreement, provided, the City shall have the right, in its sole discretion, to cause the Developer to operate the P26 Public Parking Replacement Component by written notice to the Developer by or before the date that is sixty (60) days from the date the Referendum results are certified). In the event the City requires the Developer to operate the P26 Public Parking Replacement Component, the Developer and the City shall agree to additional terms regarding the Public Parking Replacement Component below; and
 - (D) additional parking component consisting of 126 private parking spaces for use by the occupants of the P26 Office Component and the P26 Retail Component (the “P26 Additional Parking Component” and together with the P25 Additional Parking Component, the “Additional Parking Component”). The P26 Office Component, the P26 Retail Component, and the P26 Additional Parking Component are hereinafter collectively referred to as the “P26 Ground Lease Component”. The P25 Ground Lease Component and the P26 Ground Lease Component are hereinafter collectively referred to as the “Ground Lease Component”.
- (3) The public benefits of the Project (collectively, the “Public Benefits Components”) including, but not limited to, the following:
- (A) the creation of new employment opportunities for residents of the City and neighboring communities;
 - (B) diversification of the City’s economy by attracting new employers from various industries to the City;
 - (C) enhancing public parking available in the Lincoln Road areas of the City;
 - (D) an approximately 0.11-acre pocket park on the ground floor of Lot P26 (the “Public Park Component”);
 - (E) providing the public with additional meeting space as well as new health, recreational, entertainment, and cultural opportunities;

(F) achieving LEED Gold designation; and

(G) addressing the issue of sea level rise by providing onsite stormwater retention.

- d. The transaction will be structured as a development agreement for construction of the Project (the “Development Agreement”) and a long-term ground lease for the completed P25 Ground Lease Component (the “P25 Ground Lease”) and the completed P26 Ground Lease Component (the “P26 Ground Lease;” and together with the P25 Ground Lease, collectively, the “Ground Lease”), which shall be cross-defaulted. Based on Developer’s intended phasing plan for construction of the Project in accordance with the milestones set forth below and which shall be further described in the Development Agreement, following Substantial Completion of the P25 Ground Lease Component and the P26 Public Parking Replacement Component and the opening of the Public Parking Replacement Component to the public (the “Public Parking Opening Date”), the City agrees to release the cross-default between the P25 Ground Lease and the P26 Ground Lease and the cross-defaults between the Development Agreement and the P25 Ground Lease; provided, however, in the event that (but only for so long as) Developer has a single lender for the P25 Project and the P26 Project and the financings thereof are cross-defaulted, the City shall have no obligation to release the cross-default between the P25 Ground Lease and P26 Ground Lease or between the Development Agreement and the P25 Ground Lease.
- e. The Ground Lease shall be subject to, and comply with, Chapter 82, Article II, Sections 82-36 through 82-40 of the City Code, and requires approval by a majority of the voters voting in a Citywide referendum pursuant to Section 1.03(b)(2) of the City Charter (the “Referendum”). In the City Commission’s sole discretion, if requested by Developer, the Referendum could be scheduled for a special election on a date different than the scheduled general election (November 8, 2022), provided that the Developer pays its pro rata share (based on total number of questions on the ballot) of the costs of a special election (approximately \$400,000). Whether or not the Ground Lease ballot question is included in a scheduled general election or a special election, the Ground Lease and Development Agreement shall be finalized as to the form and approved by the City Commission prior to the deadline for submission of ballot questions to the Miami-Dade County Elections Department. The effectiveness of the Ground Lease and the Development Agreement shall be contingent upon voter approval of the Ground Lease at the November 8, 2022 general election in accordance with the City of Miami Beach Charter. In the event the Referendum is not successful, or if the ballot question is removed, or the election results are invalidated by a court of competent jurisdiction, the Ground Lease and Development Agreement shall be null and void. [*Developer to propose ballot question(s) addressing two Ground Leases instead of one on or before May 15, 2022 (City to determine whether there can be more than one ballot question for this Option)*]

- f. The rights granted under the Ground Lease shall be exclusive with respect to the Property; provided, however, the City reserves the right to grant similar privileges and similar development agreements and/or ground leases to other lessees or developers on other City-owned or leased property, and to take any and all actions that City is permitted to take under federal, state, and local law. Without limiting the generality of the foregoing, the Developer acknowledges that the City is negotiating the terms of a project for the development of Class-A Office Space, residential and retail space and parking at City-owned lot P27 (the “Option 3 Project”) with The Peebles Corporation (“TPC”). In the event both the Project and the Option 3 Project are approved by the City Commission and by a majority of the City’s voters in the Referendum, Developer acknowledges and agrees that the Project and the Option 3 Project will likely be phased taking into account all appropriate factors, including without limitation, the construction of the Miami Beach Convention Center Hotel, provided that the City may make a determination, in its sole, reasonable discretion, that the Option 3 Project and the Project can reasonably be constructed in tandem or otherwise simultaneously without having an adverse impact on the City’s residents, businesses and visitors. The Developer may submit to the City such information as the Developer deems may be useful to the City in making its determination regarding the commencement order of the Option 3 Project and the Project and, if applicable, any necessary phasing within the Project, including the viability and feasibility of the Project. The City’s determination as to phasing and order of commencement (i) shall be made in the City’s sole, reasonable discretion on or prior to the date that is sixty (60) days from the date the Referendum results are certified and (ii) shall be final and binding on Developer with no right of appeal.
- g. If and to the extent any components of the Project are modified pursuant to entitlements, or the City’s requests or demands, or as mutually agreed by the City and the Developer, such changes shall be addressed and accommodated in the Development Agreement and, as applicable, the Ground Lease and/or any amendments thereto.

2. Development Agreement:

- a. The term of the Development Agreement will be limited to the construction period for the Project.
- b. If the Referendum is successful, the effective date of the Development Agreement shall occur upon the latest to occur of (i) the parties’ execution and delivery of the Development Agreement by the parties, (ii) approval thereof by the City Commission in accordance with the City Code, (iii) adoption by the City Commission of a resolution accepting the certification of the official results of the successful Referendum, and (iv) the parties’ execution and delivery of the Ground Lease. The “Effective Date” for purposes of phasing and commencement of the Project (including milestones) under the Development Agreement shall be

determined in the notice to proceed issued by the City but shall not be earlier than the latest to occur of (i) through (iv) above.

- c. Developer shall not assign or otherwise transfer or permit to be assigned or transferred, directly or indirectly, its right, title or interest in and to the Development Agreement, the P25 Ground Lease and the P26 Ground Lease, without the prior written consent of the City, which may be granted or withheld in the City's sole and absolute discretion. Notwithstanding the foregoing, the following transfers shall be permitted under the Development Agreement, the P25 Ground Lease and the P26 Ground Lease at any time: (i) one mortgage secured by a lien on Developer's leasehold interest in the Property as security for financing of the Project in favor of one "Institutional Lender" (as shall be defined in the Development Agreement)², as mortgagee, (ii) one pledge of direct membership interests of the Developer as security for mezzanine financing of the Project in favor of one Institutional Lender, as pledgee, (iii) involuntary transfers pursuant to a foreclosure or deed or assignment in lieu of foreclosure by an Institutional Lender pursuant to the mortgage financing or mezzanine financing contemplated by clauses (i) and (ii) above, respectively, (iv) transfers of direct or indirect ownership interests in Developer, provided Developer continues to be a Starwood Entity (as defined below) after such transfer, (v) transfers of direct or indirect ownership interests in Developer for estate planning purposes or as the result of death provided the transferor (or the applicable heir) retains control of the transferred interest, and (vi) Exempt Transfers (as defined below) (the transfers described in the foregoing clauses (i) through (vi), collectively, the "Permitted DA Transfers"). The City may agree to permit C-PACE financing for the Project in addition to the mortgage financing and mezzanine financing described above subject to the City's receipt from the Developer of a security deposit or other security as may be acceptable to the City and such other terms as may be mutually agreed in the Ground Lease, and subject at all times to the loan-to-cost ratio and loan-to-value ratio, as applicable, set forth below. The City shall receive prior written notice of any such Permitted DA Transfer in accordance with the foregoing clauses (i), (ii), (iv) (other than Exempt Transfers that are not Substantial Interest Transfers (as defined in the proviso to Exempt Transfers below)), (v) (with respect to transfers of direct ownership interests in Developer) and (vi) (but only for Exempt Transfers that are Substantial Interest Transfers). Any transferee of Developer's direct interest in the Development Agreement pursuant to a Permitted DA Transfer shall assume all remaining obligations of Developer under the Development Agreement in a written instrument reasonably acceptable to the City. [In no event shall any sale or transfer of any interests, rights or obligations of Developer under the Development Agreement or in the Project be permitted to a "Foreign Instrumentality" (as shall be defined in the Development Agreement) other than any of the member countries of the European Union or the Gulf Cooperation Council (each as existing as of the

² Note to Draft: Definition of "Institutional Lender" to include an entity that qualifies as an Institutional Lender acting in its capacity as administrative agent, collateral agent, trustee or similar function in connection with a syndication or securitization of the applicable loan.

effective date of the Development Agreement), United Kingdom, Norway, Switzerland, Canada, Mexico, countries located in South America (excluding Venezuela), Japan, South Korea, Singapore and Australia or any person or entity controlled by any of the foregoing countries (each, a “Specified Foreign Instrumentality”).³] [*Parties continuing to discuss*]

- d. For purposes of the Development Agreement and the Ground Lease, the term “Starwood Entity” shall mean any entity that is directly or indirectly controlled by, or under common control with, Starwood Capital Group Holdings, L.P., a Delaware limited partnership (together with any successor thereto by merger or successor owner of all or substantially all of the assets thereof, “SCG”), [or any publicly traded entity (i) of which Barry S. Sternlicht is (upon such entity becoming, or immediately following such entity becoming, a publicly traded entity) the chief executive officer and/or chairperson and (ii) that (A) directly or indirectly manages or controls SCG or any investment vehicle or fund that is directly or indirectly controlled by, or under common control with, SCG or (B) succeeds, by merger or other transaction, to direct or indirect ownership of all or a substantial portion of the assets directly or indirectly owned by SCG prior to such merger or other transaction (a “Public Successor”; SCG or such Public Successor, the “Starwood Parent”).] [*Parties continuing to discuss*] For purposes hereof and to be further defined in the Development Agreement, Developer will be deemed to be a Starwood Entity so long as the Starwood Parent shall retain the power to direct and control the business and affairs of the persons and/or entities holding the majority of the ownership interests of Developer, other than with respect to certain “major decision” or similar approval rights granted to any other person or entity owning any indirect equity interests in Developer.
- e. For the avoidance of doubt, except as set forth in the proviso below, nothing in the Development Agreement or the Ground Lease shall restrict or prohibit, or require any notification to or consent of the City in respect of (A) any direct or indirect transfer by any non-controlling investor or limited partner in any investment partnership or fund holding a direct or indirect ownership interest in Developer, (B) any transfer of less than 50% of the indirect interests in Developer so long as Developer remains a Starwood Entity, (C) [any transfer by any non-controlling person or entity of its stock or other ownership interests in a public company that holds an indirect ownership interest in Developer,] [*Parties continuing to discuss*] (D) one pledge (other than in connection with a mezzanine financing that is a Permitted DA Transfer) of indirect ownership interests in Developer in favor of one Institutional Lender providing a financing secured by substantial collateral in addition to such indirect ownership interests in Developer and (E) Developer or any of its direct or indirect constituent partners, shareholders or investors (including SCG) from becoming, merging into, consolidating with or being acquired by any Public Successor (the transfers described in the foregoing clauses (A) through (E), collectively, “Exempt Transfers”); provided, however, the City shall receive prior

³ Indirect ownership by Foreign Instrumentalities will be subject to the threshold set forth in Exhibit A.

written notice of any transfer (including any Exempt Transfer) to any proposed transferee that will own, in the aggregate (whether in one transaction or a series of transactions), twenty percent (20%) or more of the direct or indirect ownership interests in Developer (and did not own twenty percent (20%) or more of the direct or indirect ownership interests in Developer immediately prior to such transfer or series of transfers) or will have the power to direct and control the business and affairs of the Developer (a “Substantial Interest Transfer”), and for the avoidance of doubt and without limiting the Acceptable Owner Criteria, such proposed transferee of a Substantial Interest Transfer shall satisfy the Acceptable Owner Criteria and comply with the procedures set forth in Exhibit “A”.

3. Ground Lease:

a. Term: Not to exceed 99 years consisting of an initial term of 51 years and two (2) consecutive, dependent extension terms of 24 years each. The effective date of the Ground Lease shall occur upon execution of the Ground Lease by the parties, approval thereof by the City Commission in accordance with City Code and adoption by the City Commission of a resolution accepting the certification of the official results of the successful Referendum and shall be subject to the parties’ execution of the Development Agreement. The term of the Ground Lease will commence upon the Possession Date (as defined below).

b. Rent:

(i) Base Rent*:

Year 1 (months 1-12)	\$2,500,000	(Referendum certification/Notice to Proceed)
Year 2 (months 13-24)	\$ 650,000	(Year 2 commences on the first anniversary of Referendum certification/Notice to Proceed)
Year 3 (months 25-36)	\$ 725,000	
Year 4 (months 37-48)	\$ 725,000	
Year 5 (months 49-60)	\$ 750,000	
Year 6 (months 61-72)	\$ 1,250,000	\$750,000 Base Rent + \$500,000 one-time payment at TCO for P25 Project (estimated to be between months 51-66)
Year 7 (months 73-84)	\$ 1,272,500	\$772,500 Base Rent + \$500,000 one-time payment at TCO for P26 Project (estimated to be between months 66-82)

Years 8 (months 85-96) and Beyond: Increases over the prior year Base Rent by the greater of 2% or CPI (capped at 3.0%)

*Base Rent will be allocated to the P25 Project and the P26 Project based on the aggregate square footage of the P25 Ground Lease Component and P26 Ground Lease Component, respectively, prior to any increase in square footage that may result from the approval of the proposed amendments to the LDRs (as defined below).

- (ii) Annual Percentage Rent for the P25 Project: 5% of effective gross income from the P25 Project for such lease year.
 - (iii) Annual Percentage Rent for the P26 Project: 5% of effective gross income from the P26 Project for such lease year.
 - (iv) Base Rent Reset for each of the P25 Project and the P26 Project: At time of rent reset, hypothetical rent would be calculated based on year 6 (\$750,000) (based on the allocated Base Rent as set forth above) escalated through the rent reset date by the higher of 2% or CPI (uncapped). This would occur at years 51 (for years 52-75) and year 75 (for years 76-99). This formula is in lieu of an appraisal so there is certainty.
 - (v) Appraisal to be obtained in accordance with Section 82-37(b) of the City Code and Resolution No. 2019-30853.
- c. Net Revenues from the Public Parking Replacement Component: The City shall manage and operate the Public Parking Replacement Component (unless the City elects to cause the Developer to operate the Public Parking Replacement Component as provided in this Term Sheet) and shall be entitled to retain 100% of all Public Parking Replacement Net Revenues (as shall be further defined in the Ground Lease) arising out of any use of the Public Parking Replacement Component. The City shall have the right, in its sole discretion, to cause the Developer to operate the Public Parking Replacement Component. For the avoidance of doubt, rates to be charged for spaces in the Public Parking Replacement Component shall not be higher than the City's then applicable rates for similar parking facilities.
- d. Use: Office, retail, parking, ancillary uses related thereto and any other uses approved by the City in its sole discretion in accordance with the Development Agreement and/or the Ground Lease. No other uses or purposes shall be permitted.
- e. The Ground Lease shall be a "triple net" (net-net-net) lease, and Developer shall be solely responsible for all real estate taxes, utilities, assessments and other public charges, insurance, common area maintenance and other costs and expenses associated with operation of the Project; provided, however, the City shall be

responsible for all such reasonable, out of pocket costs and expenses attributable to the Public Parking Replacement Component.

- f. Following Substantial Completion of the P25 Project and the Public Parking Opening Date, Developer may assign its interests, rights and obligations under the P25 Ground Lease in connection with certain “Permitted Transfers” (as shall be defined in the Ground Lease) which shall include as-of-right transfers to permitted transferees having the requisite assets, net worth and experience to operate the Project (as shall be further described in the Ground Lease) as well as the Permitted DA Transfers. Following Substantial Completion of the P26 Project and the Public Parking Opening Date, Developer may assign its interests, rights and obligations under the P26 Ground Lease in connection with the foregoing Permitted Transfers. No other transfer shall be permitted without the prior written consent of the City, which may be granted or withheld in the City’s sole and absolute discretion. [In no event shall any sale or transfer of any interests, rights or obligations of Developer under the Ground Lease or in the Project be permitted to a “Foreign Instrumentality” (as shall be defined in the Ground Lease, which definition shall be as defined in the Development Agreement) other than a Specified Foreign Instrumentality.⁴ Any proposed transferee of any ownership interest in Developer or any portion of the Project must satisfy the Acceptable Owner Criteria as and to the extent set forth therein and be confirmed as such by the City in accordance with **Exhibit A** attached hereto.] [*Parties continuing to discuss*]

4. The Project:

- a. The City Commission shall approve a concept plan design of the Project as part of its approval of the Development Agreement (the “Concept Plan”). The Concept Plan will be included as an exhibit to the Development Agreement.
- b. The term of Developer’s possession of the Property shall commence immediately following, and commencement of construction shall be subject to, Developer’s satisfaction of certain conditions reasonably determined by the City and to be further described in the Development Agreement, including without limitation, the following (such date of possession, as further defined and described in the Development Agreement, the “Possession Date”):
 - (i) Issuance of all Required Approvals, as further described below and in the Development Agreement;
 - (ii) Developer’s delivery to the City of payment and performance bonds in form and substance reasonably acceptable to the City and naming City as co-obligee;

⁴ Indirect ownership by Foreign Instrumentalities will be subject to the threshold set forth in Exhibit A.

- (iii) Developer's delivery to the City of a budget reflecting the costs to complete construction of the Project in accordance with the Development Agreement;
 - (iv) Developer's delivery to the City of a schedule of performance of the Project using the critical path method setting forth the dates and times of delivery of the Project, including without limitation the Project milestones set forth below.
 - (v) City's approval of the general contractor/design builder for the Project, with such approval not to be unreasonably withheld so long as the contractor has bonding capacity in excess of \$100 million and has successfully completed at least five (5) projects of similar size and scope within the last ten (10) years;
 - (vi) Developer's delivery to the City of the fully executed general construction contract for the Project with the approved general contractor/design builder reflecting a guaranteed maximum price that does not exceed the costs set forth in the budget; and
 - (vii) Developer's delivery to the City of assignments of the architect's agreement and general contract, subject only to the rights of Developer's lender, pursuant to which the City shall have the right, without assuming Developer's obligations, to enforce the architect's and general contractor's, as applicable, full and prompt performance under their respective agreements, subject only to payment by the City;
 - (viii) Developer's delivery to the City of evidence satisfactory to the City that Developer has sufficient equity and private debt financing to complete construction of the Project in accordance with the budget and the Development Agreement.
- c. Promptly following Developer's satisfaction of the conditions to the Possession Date, Developer shall commence construction of the Project and thereafter, diligently and continuously pursue completion of the Project in accordance with the Development Agreement and all applicable laws, permits and approvals, subject to unavoidable delays and force majeure events (which may include delays attributable to (a) the City acting in its proprietary capacity and as owner of the Property in failing to timely respond or join in applications for Required Approvals, (b) certain specified global or national economic conditions that delay the Developer's financing or construction of the Project and (c) specified unforeseen conditions to the extent not reasonably capable of being identified prior to the execution of the Development Agreement, provided (i) Developer provides prompt written notice to the City of any such unforeseen conditions and (ii) any resulting permitted delays are mutually agreed and identified prior to commencement of construction), and as further described in the Development Agreement.

- d. Developer shall stage construction of the Project in a manner that minimizes the extent and duration of displacement of the existing public parking spaces on the Property during construction.
- e. Prior to the Possession Date, the City shall have the right to use the Property consistent with the current uses.
- f. During construction of the Project the City and its on-site representative shall have reasonable rights of inspection of the Project and progress of construction, which inspections shall be solely for the benefit of the City. The City and its on-site representative shall also have the right to participate in periodic meetings with Developer and to receive periodic updates with respect to the progress of construction and any changes to the Project budget and other Project documents.

5. Project Approvals and Milestones:

- a. Zoning: Developer shall adhere to all applicable zoning requirements, including without limitation, the minimum parking requirements and applicable height restrictions and FAR (unless amendments to the Land Development Regulations are proposed, in which case such amendments shall be subject to review and approval by the City and its applicable development boards, in their regulatory capacity and sole discretion).
- b. Required Approvals:
 - (i) The City Commission shall have approved the Concept Plan as part of the Development Agreement described above.
 - (ii) The City Manager shall have approved the proposed plans and specifications, which approval will not be unreasonably withheld or delayed provided such proposed plans and specifications conform to the approved Concept Plan. Any material modifications to the approved Concept Plan must be approved by the City Commission, in its reasonable discretion.
 - (iii) Developer, at its sole cost, is responsible for obtaining all governmental approvals for the design, development and construction of the Project, including without limitation, Design Review Board (“DRB”) and, if applicable, Planning Board approval. Promptly following the City Manager’s approval of the proposed plans and specifications (the “Approved Plans”), Developer shall submit the Approved Plans to DRB and, if applicable, Planning Board for approval and thereafter diligently pursue such approvals. To the extent DRB or, if applicable, Planning Board requires any revisions to the Approved Plans that do not conform to the approved Concept Plan, such revisions shall be subject to the City Commission’s approval in its sole discretion.
- c. Project Milestones:

	<u>Target Date</u>	<u>Outside Date</u>
DRB, and if applicable, Planning Board approval	8 months after Effective Date	11 months after Effective Date (plus one month to allow all appeal periods to expire)
Issuance of full building permit for the Project (“Building Permit”)	17 months after DRB, and if applicable, Planning Board final approval	20 months after DRB, and if applicable, Planning Board final approval
Commencement of Construction of P25 Project	2 months after issuance of Building Permit	3 months after issuance of Building Permit and not later than 35 months after Effective Date
Issuance of TCO for the P25 Public Parking Replacement Component and the P25 Additional Parking Component and Commencement of Construction of P26 Project	15 months after Commencement of Construction of P25 Project	19 months after Commencement of Construction of P25 Project and not later than 54 months after Effective Date
Completion of Construction and issuance of TCO for P25 Project	24 months after Commencement of Construction of P25 Project and 51 months after the Effective Date	28 months after Commencement of Construction of P25 Project and not later than 63 months after the Effective Date
Completion of Construction and issuance of TCO for P26 Project	24 months after Commencement of Construction of P26 Project and 66 months after the Effective Date	28 months after Commencement of Construction of P26 Project and not later than 82 months after the Effective Date

- (i) Such other development milestones as the parties may mutually agree to be set forth in the Development Agreement. The Project milestones will be subject to reasonable extension for unavoidable delays and force majeure events (which may include specified conditions as described above), subject to prompt notice to the City, and as further described in the Development Agreement. To the extent the City approvals are delayed through no fault of Developer, the City Manager, in his/her reasonable discretion, may extend the Project milestones as may be reasonably necessary as a result of such delays.

- (ii) “Commencement of Construction” and “Completion of Construction” shall be defined and described in the Development Agreement. All references above to “TCO” shall mean a temporary certificate of occupancy allowing for the beneficial use and occupancy of the Project by tenants, occupants, users and visitors thereof and shall be further defined in the Development Agreement.

6. Project Costs and Financing:

- a. Developer, at its sole cost, shall be responsible for all costs and expenses in connection with the development, design, permitting, construction, operation and maintenance of the Project, including demolition of any existing improvements on the Property, including asphalt paving.
- b. Developer, in coordination with the City, shall be responsible for development and implementation of community outreach and public information campaigns for the Project.
- c. Developer shall be permitted to finance the Project with (i) one loan secured by a single mortgage in favor of one Institutional Lender and, at Developer’s option, (ii) one mezzanine loan secured by one pledge of direct ownership interests in Developer in favor of an Institutional Lender; provided that the loan-to-cost ratio (with respect to construction financing) or loan-to-value ratio (with respect to permanent financing), taking into account the mortgage loan and the mezzanine loan (if any) financing the Project, shall not exceed 90%. Developer shall at all times maintain not less than ten percent (10%) equity in the Project, including Developer’s initial equity contribution to the Project. [For the avoidance of doubt, each of Lot P25 and Lot P26 may be separately financed, and in such case, the above financings will be permitted with respect to each such portion of the Project separately.] [*Parties continuing to discuss*]
- d. In no event shall the City’s fee interest in the Property be subject or subordinate to any mortgage or other liens or encumbrances hereafter affecting Developer’s interest in the Property. City shall at all times have first priority right of payment of rent due under the Ground Lease.
- e. The City is not and shall not be required to provide any funding or financing for the Project, including without limitation, any tax credits and/or subsidies.
- f. Developer acknowledges and agrees that the City has a compelling interest in the development of the Project and the Option 3 Project in order to advance and promote the City’s objective of developing additional Class-A office space to diversify its economy to include a greater mix of businesses, including technology and financial firms. In furtherance of the foregoing, Developer intends to market the P25 Office Component and the P26 Office Component for leasing to tenants in the financial and professional services and technology industries and such other industries targeted for promotion by the City and/or Miami-Dade County, Florida;

provided that the foregoing shall not require Developer to enter into any lease with any prospective tenant, or prohibit Developer from entering into any lease with any prospective tenant.

- g. [As an inducement to the City to negotiate this Term Sheet, the Development Agreement and the Ground Lease, at all times until the conclusion of the Referendum, none of the Developer, any person authorized to speak on behalf of Developer or any director, officer or member of senior management of Developer, Integra Investments, LLC, The Comras Company or SCG shall engage in a deliberate campaign intended to cause voters in the Referendum to vote against the Option 3 Project, including by publicly disparaging, impugning or making derogatory statements regarding the Option 3 Project or the developer of the Option 3 Project with such intent (the “Option 3 Negative Campaign Covenant”). However, the foregoing waivers are not intended to and do not limit Developer’s ability to truthfully communicate with any governmental agency, to advocate in favor of the Project, and to compare and contrast the Project and Option 3 Project, including to prospective tenants who may be considering both the Project and the Option 3 Project. Developer acknowledges that it is voluntarily and knowingly waiving its rights under the First Amendment to the United States Constitution and under any applicable provision of the Florida Constitution in connection with the Option 3 Negative Campaign Covenant. Developer has had the opportunity to consult an attorney in connection with the foregoing waivers and has made the informed decision to waive these rights in connection with the Option 3 Negative Campaign Covenant. The Developer shall execute an inducement letter containing the foregoing waivers promptly upon the City’s request. The City agrees that it shall require the developer of the Option 3 Project to enter into a substantially similar agreement containing similar waivers with respect to the Project; provided, however, the developer of the Option 3 Project shall not be a third party beneficiary of the Option 3 Negative Campaign Covenant and the Developer shall not be a third party beneficiary of the negative campaign covenant made by the developer of the Option 3 Project. The City will fairly and equitably enforce both the Option 3 Negative Campaign Covenant and the negative campaign covenant made by the developer of the Option 3 Project as determined by the City Manager in his/her sole discretion.] *[Provision to be effective once a decision has been made for both the Project and the Option 3 Project to be included on the same ballot] [Parties continuing to discuss]*

7. Condition of Property/Environmental

- a. Developer accepts the Property in its AS IS, WHERE IS, and WITH ALL FAULTS condition, including without limitation, environmental condition, and all latent or patent defects, without any representation or warranty of any kind, express or implied, or arising by operation of law.
- b. The City will provide any environmental reports in the City’s possession for the Property.

- c. The Project must be developed to comply with the City's resiliency standards attached as Appendix D to the RFP and to be set forth in the Development Agreement, including, without limitation, being designed with the objective of meeting LEED® Gold or Living Building Challenge certification requirements and compliance with the Sustainability Fee Program, in accordance with Section 133 of the City Code. The Public Parking Replacement Component and the Additional Parking Component will be designed to be eligible for Park Smart® certification.

8. Termination Rights:

- a. Developer may terminate the Development Agreement at any time prior to issuance of the building permit for the Project in the event of any of the following (1) any of the Required Approvals render the Project economically unfeasible in the reasonable business judgment of Developer, (2) the Project cannot meet concurrency requirements under Section 163.3180, Florida Statutes, or the costs of concurrency mitigation are, in the reasonable business judgment of Developer, economically unfeasible, or (3) Developer, after diligent, good faith efforts, has been unable to obtain a full building permit for the Project pursuant to the Approved Plans.
- b. The City will not have the right to terminate the Development Agreement for convenience. City will have the right to terminate the Development Agreement as a result of any default by Developer, which continues beyond the expiration of any applicable notice and cure period, as further described herein, in the Development Agreement and the Ground Lease.
- c. In the event of a termination by Developer pursuant to Section 8.a or by the City as a result of a default by Developer, (i) the Developer shall assign to the City all right, title and interest the Developer has in and to the Plans and any other materials pertaining to the Project developed by or on behalf of the Developer and (ii) the City shall have no further obligation to the Developer following such termination, financial or otherwise other than those obligations, if any, which expressly survive such termination.

9. Default:

Developer shall be in default of the Development Agreement and Ground Lease if the Developer fails to comply with the terms thereof, including, without limitation, failure to satisfy conditions precedent to possession of the Property and commencement of construction prior to the outside date for commencement of construction, failure to satisfy the other Project milestones, the occurrence of any unpermitted transfers, which failures continue beyond the expiration of any applicable notice and cure period. City's remedies for Developer's default under the Development Agreement and Ground Lease will include, without limitation, termination of the Development Agreement and/or Ground Lease, as applicable, subject to the release of cross-defaults set forth in Section 1(d) above. In connection with any such termination following the commencement of construction and prior

to completion of construction, Developer shall restore the Property substantially to the condition existing prior to the execution of the Development Agreement so that the Property may be fully utilized by the City for its existing purposes as of the date hereof and Developer shall reimburse the City for any losses or damages suffered as a result of the Developer failure to complete construction in accordance with the Development Agreement, to be further described in the Development Agreement. In connection with certain defaults for failure to meet Project milestones prior to Developer paying full rent under the Ground Lease, in lieu of termination, City may elect to receive payment of liquidated damages by Developer for a specified period before exercising its right to terminate the Development Agreement as a result of such defaults. Such liquidated damages shall be reasonably determined by the City and further described in the Development Agreement.

10. Indemnification:

Each of the Development Agreement and Ground Lease shall contain such indemnity provisions as the City customarily requires for projects of this nature. In addition, except to the extent caused by the City's gross negligence or willful misconduct, Developer will indemnify, hold harmless and defend the City for any claims, losses, damages, liabilities, fees, costs and expenses (including reasonable attorneys' fees, costs and expenses) in connection with any lawsuit challenging the validity of the Development Agreement or Ground Lease, any governmental approvals of the Project and/or the failure of Developer to complete construction in accordance with the Development Agreement, each at Developer's sole cost and expense and using legal counsel reasonably acceptable to the City. The foregoing indemnity will survive the expiration or earlier termination of the Development Agreement and Ground Lease, as applicable. Neither the City nor the Developer shall be entitled to consequential, special or punitive damages with respect to this Term Sheet, the Development Agreement and/or the Ground Lease; provided the foregoing is not intended to and shall not modify the Developer's obligation to pay any liquidated damages pursuant to the Development Agreement.

11. Other:

- a. Legal Description and Parking Bond Covenant Analysis: The Developer shall procure a survey of the Property by a licensed surveyor approved by the City (or at the City's sole discretion, it may have the survey prepared by its Public Works Department). Developer shall pay the costs of such survey, provided, if the City's Public Works Department prepares the survey, the Developer will reimburse the City for its costs in accordance with the terms of the Reimbursement Agreement (defined in Section 11.e). Developer acknowledges that the transactions are subject to the City's receipt of a parking bond covenant analysis acceptable to the City and performed by a parking bond consultant approved by the City (or at the City's sole discretion, the City may produce the parking bond covenant analysis using its internal resources). Whether the City retains the services of a consultant or produces

the parking bond analysis itself, Developer will reimburse the City for its costs in accordance with the terms of the Reimbursement Agreement.

- b. Naming Rights: Naming rights for all or any portion of the Project shall require City Commission approval, which approval shall be in the Commission's sole discretion; provided, however, the City shall not unreasonably withhold its approval of a request by Developer for naming rights in favor of the lead commercial tenant for each Project Phase.
- c. Land Development Regulations: The Project shall be subject to the City's Land Development Regulations (the "LDRs"). If Proposer desires to request an amendment to the LDRs, Developer must advise the City of the proposed amendment in writing not later than 5:00pm March 11, 2022. The City makes no representation or warranty that the proposed amendment to the LDR will be approved by the City Commission. The Developer acknowledges and agrees that any amendment to the LDRs that would result in an FAR increase would be subject to separate voter referendum approval (i.e., separate from the Referendum required to approve the Ground Lease).
- d. By or before 5:00pm April 13, 2022, Developer shall procure for the City's review, a preliminary parking impact study, a preliminary traffic impact study and a preliminary infrastructure (i.e. water and sewer capacity) study.
- e. Reimbursement: Developer agrees to reimburse the City for, or at City's option, pay directly, on a monthly basis the City's out of pocket transactional and professional costs and expenses associated with the due diligence, negotiation and drafting of the Development Agreement and Ground Lease and development of the Project, including without limitation fees for the City's parking bond covenant analysis, real estate and transaction appraisals and other required reports; the City's outside counsel and paralegal fees; and any surveys, environmental assessments (if any), title searches, and other reviews engaged by the City, up to \$150,000 all as further described in the reimbursement agreement between the parties. The Developer shall execute the Reimbursement Agreement (the "Reimbursement Agreement") furnished to the Developer by the City by or before 5:00pm March 7, 2022.
- f. Art in Public Places: Developer shall comply with the City's Art In Public Places (AIPP) program requirements under Section 82-536 through 82-612 of the City Code, as applicable, and shall contribute to the City's Art in Public Places fund the total amount of 1.5% of the "construction cost" of the Project development costs, as such term is defined in Section 82-537 of the City Code, no later than the date of execution of the Project general contract by Developer and the Project general contractor, as required by the City Code.
- g. Prevailing Wage. Developer shall comply with Section 31-27 of the City Code which provides, in pertinent part, that in construction projects pursuant to a development agreement and/or ground lease with the City on City-owned land, the

rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work, as established by the Federal Register, in the City of Miami Beach, Florida. The details included in Appendix C of the RFP pertaining to this requirement shall be attached as an exhibit to the Development Agreement and Ground Lease.

- h. Local Workforce Participation Program: Developer shall cause its contractor to comply with Section 31-40 of the City Code which provides, in pertinent part, that the contractor in any construction contract valued in excess of \$1,500,000 for the construction of buildings or improvements on City-owned land shall make of reasonable efforts to promote employment opportunities for local Miami-Dade County residents and seek to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County and City of Miami Beach residents. The details included in Appendix C of the RFP pertaining to this requirement shall be attached as an exhibit to the Development Agreement and Ground Lease.
- i. Developer shall comply with comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the Project (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines).
- j. Whether or not included or referenced in this term sheet, all other applicable terms and conditions included in the RFP shall be incorporated into the Development Agreement and/or Ground Lease, as appropriate.

EXHIBIT “A”
ACCEPTABLE OWNER DEFINITION

A. “Acceptable Owner” means any individual, corporation or other entity which has, at a minimum, the following qualifications:

1. [The proposed transferee is not a Foreign Instrumentality; provided however, that up to forty-nine percent (49%) of the indirect equity interests of Developer may be owned by Foreign Instrumentalities provided that at least seventy percent (70%) of such indirect equity interests permitted to be owned by Foreign Instrumentalities must be owned by Specified Foreign Instrumentalities.] [*Parties continuing to discuss*]

2. The proposed transferee must not be owned or Controlled by entities or individuals who have been convicted, or are presently under indictment, for felonies under the laws of any foreign or United States of America jurisdiction; provided however, the foregoing shall not apply to any individuals or entities owning less than twenty percent (20%) equity interest in such proposed transferee, other than officers, directors, managers or others who have the power to direct and control the business and affairs of such proposed transferee.

3. The proposed transferee must not in its charter or organizational documents (defined as the articles of incorporation and bylaws for any corporation, the partnership agreement and partnership certificate for any partnership, the articles of organization and limited liability company operating agreement for any limited liability company, the trust agreement for any trust and the constitution of the relevant government for any governmental entity, but expressly excluding any statements, positions, actions or allegations not contained in such charter organizational documents) expressly advocate or have as its stated purpose: (a) the violent overthrow of or armed resistance against, the U.S. government; or (b) genocide or violence against any persons; or (c) discrimination, hatred or animosity toward persons based solely on their race, gender, color, national origin, religion, age, disability, marital status, familial status, or sexual orientation.

4. Neither the proposed transferee nor any other Person that directly or indirectly Controls the proposed transferee (or that will, following the proposed transfer, directly or indirectly Control the proposed transferee) has violated any laws, which have resulted in a forfeiture of such proposed transferee’s or other Person’s entire interest in real property owned or managed by such transferee or other Person.

5. The proposed transferee must not (nor any of the individuals or entities who own at least a twenty percent (20%) equity interest in such proposed transferee or are officers, directors, managers or otherwise have the power to direct and control the business and affairs of such proposed transferee) have voluntarily filed or been discharged from bankruptcy, or have been the subject of an involuntary bankruptcy, reorganization or insolvency proceedings (which was not dismissed within 90 days after the filing thereof) within the past five (5) years (bankruptcy filings by Affiliates shall not disqualify a proposed transferee, unless such Affiliates are any of the individuals or entities described in the parenthetical immediately above).

B. “Acceptable Owner Criteria”: The foregoing categories of requirements set forth in paragraph A above are collectively defined as the “Acceptable Owner Criteria.”

C. Evaluation of the Acceptable Owner Criteria:

Solely for the purpose of evaluating whether the proposed transferee has met the Acceptable Owner Criteria, the proposed transferee shall provide the following information to the Developer and certify that the information provided by the proposed transferee is true and correct and that the proposed transferee meets or exceeds the Acceptable Owner Criteria:

1. information sufficient for the City or any outside vendor engaged by the City to perform a due diligence investigation pursuant to paragraph D below, including copies of any applicable operating licenses;
2. identification and summary description of its principals and its major real estate or other investments;
3. a list of all bankruptcies filed by such proposed transferee or to which such proposed transferee was a party-bankrupt, if any; and
4. such other evidence as is commercially reasonably necessary as determined by Developer to establish that the new entity proposed to be the Acceptable Owner meets the Acceptable Owner Criteria.

D. With respect to any proposed Transfer to a proposed transferee, City may, at its sole discretion, engage an outside vendor to perform a due diligence investigation at the Developer’s or such proposed transferee’s sole expense, which may include a search of civil, criminal, or bankruptcy proceedings in federal and state jurisdictions; regulatory filings; tax filings; lien, judgment and Uniform Commercial Code searches; business registrations, and the like; provided, however, that City’s right to conduct its own due diligence shall not expand or deemed to expand the Acceptable Owner Criteria or impose additional criteria with respect to whether a proposed transferee constitutes an Acceptable Owner. City shall be entitled to engage an independent accounting firm, the reasonable costs of which shall be borne by Developer or such proposed transferee, to review the information upon which the proposed transferee’s certifications were based, for the purpose of determining whether the certifications and/or information provided to the City is accurate and complete. Developer shall, or shall cause such proposed transferee to, reimburse City, upon demand, for any reasonable out-of-pocket costs incurred by City in connection with such Transfer or proposed Transfer to a proposed transferee, including the reasonable out-of-pocket costs of making inquiries and investigations into the conformance with the Acceptable Owner Criteria of such proposed transferee and the reasonable legal costs incurred, if any, in connection therewith.

E. Confirmation/Approval Process for Proposed Transferees:

Regarding the City’s confirmation that a proposed transferee is an Acceptable Owner, or the City’s approval of a Transfer that is not a Permitted Transfer, the parties hereby agree that:

1. When reviewing a potential Permitted Transfer for compliance with the Acceptable Owner criteria, the City Manager shall make a recommendation to the City Commission in reliance on the proposed transferee's certification that the proposed transferee meets the Acceptable Owner Criteria (if a Permitted Transfer), along with the information provided by the proposed transferee and the results of any due diligence investigation performed by the City. If the City Manager does not recommend that the proposed transferee meets the Acceptable Owner Criteria, the City Manager shall provide to Developer, upon Developer's written request, specific written, commercially reasonable reasons for such action.

2. The City Commission shall not unreasonably withhold, condition, or delay the City's confirmation of a Permitted Transfer if the proposed transferee complies with the Acceptable Owner Criteria based on the review described in the preceding paragraph.

3. The City Manager may, but shall not be obligated to, make any a recommendation for the City's Approval of a Transfer that is not a Permitted Transfer, and provided that any such Transfer shall be subject to the prior written Approval of the City Commission, which may be granted, conditioned or withheld by the City Commission in its sole discretion; and

4. If a proposed Transfer requires the City's confirmation or Approval pursuant to the terms hereof, Developer shall deliver written notice to the City, which shall include (i) the name and address of the proposed transferee; (ii) the name and address of the proposed transferor; (iii) information describing the nature of the transaction; (iv) the percentage interest being conveyed; and (v) the materials described in paragraph C above.

5. The City shall have up to sixty (60) days after the delivery of such written notice and the information required under paragraph C above, to determine whether, on a commercially reasonable basis, the proposed transferee meets the Acceptable Owner Criteria if a Permitted Transfer. The City shall have up to ninety (90) days after the delivery of such written notice and the information required under paragraph C above whether to Approve in accordance herewith a Transfer that is not a Permitted Transfer.

6. Provided that no Event of Default is then continuing, Developer's request for confirmation that the proposed transferee meets the Acceptable Owner Criteria shall be deemed confirmed if the first correspondence from Developer to the City requesting such confirmation is in an envelope marked "PRIORITY" and contains a bold-faced, conspicuous (in a font size that is not less than fourteen (14)) legend at the top of the first page thereof stating that "THIS IS A REQUEST FOR CONFIRMATION OF A PERMITTED TRANSFER UNDER SECTION [____] OF THE [DEVELOPMENT AGREEMENT] [GROUND LEASE], DATED AS OF [____], 2022, AND FAILURE TO RESPOND TO THIS REQUEST WITHIN SIXTY (60) DAYS WILL RESULT IN THE REQUEST BEING DEEMED CONFIRMED," and is accompanied by the information and documents required above and City fails to respond or to deny such request for confirmation in writing within such sixty (60) day period. Provided that no Event of Default is then continuing, Developer's request for Approval of a Transfer that is not a Permitted Transfer shall be deemed Approved (except if the request includes a Foreign

Instrumentality as a transferee) if the first correspondence from Developer to the City requesting such Approval is in an envelope marked “PRIORITY” and contains a bold-faced, conspicuous (in a font size that is not less than fourteen (14)) legend at the top of the first page thereof stating that “THIS IS A REQUEST FOR APPROVAL OF A TRANSFER UNDER SECTION [___] OF THE [DEVELOPMENT AGREEMENT] [GROUND LEASE], DATED AS OF [_____], 2022, AND FAILURE TO RESPOND TO THIS REQUEST WITHIN NINETY (90) DAYS WILL RESULT IN THE REQUEST BEING DEEMED APPROVED, PROVIDED IF THE REQUEST INCLUDES A FOREIGN INSTRUMENTALITY AS TRANSFEREE, THE CITY’S FAILURE TO RESPOND IN THE AFFIRMATIVE WITHIN NINETY (90) DAYS SHALL BE DEEMED A REJECTION OF THE REQUEST” and is accompanied by the information and documents required above and City fails to respond or to deny such request for Approval in writing within such ninety (90) day period. For the avoidance of doubt, if the City has not notified Developer, in writing, of the City Commission’s approval of a Transfer that includes a Foreign Instrumentality as transferee within the ninety (90) day period specified above, then such request shall be deemed rejected.

7. If the City notifies Developer, in writing, within the first thirty (30) days of such sixty (60) or ninety (90) day period, as applicable, that the information submitted is, on a commercially reasonable basis, incomplete or insufficient (and specifies in what ways it is incomplete or insufficient), then Developer shall supplement such information, on a commercially reasonable basis, and the City shall then have thirty (30) days and sixty (60) days, respectively, after such supplemental information is provided to make its determination whether the proposed transferee meets the Acceptable Owner Criteria or to Approve a Transfer that is not a Permitted Transfer.

8. No confirmation by the City of a proposed transferee as an Acceptable Owner or its meeting of the Acceptable Owner Criteria shall have the effect of waiving or estopping the City from later claiming that said Acceptable Owner is no longer developing, operating or maintaining the Project according to the terms of the [Development Agreement] [Ground Lease].

F. Interpretation:

1. All acts and omissions as well as rights and duties shall be done in a commercially reasonable manner, unless the standard of “sole discretion” is used.
2. The implied covenant of good faith and fair dealing under Florida law is expressly adopted.

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Addendum C

TERM SHEET FOR P27

**Lincoln Land Class A Office Space, with Retail and Residential Components and Parking
Development Agreement and Ground Lease
Proposed Term Sheet
City Revised Draft - April 26, 2022**

Capitalized terms used in this Term Sheet and not defined, or with fuller definitions to be provided in the definitive documents, shall be defined in the Development Agreement and/or Ground Lease, as applicable.

1. Overview of Transaction Structure and Project:

- a. The City of Miami Beach, Florida (the “City”) owns that certain surface parking lot referred to as Parking Lot P27 and consisting of the following seven (7) tax folios 02-3234-007-0560, 02-3234-007-0570, 02-3234-007-0630, 02-3234-007-0640, 02-3234-007-0650, 02-3234-007-0660 and 02-3234-007-0670, all located in Miami Beach, Florida (collectively, the “Property”), and commonly known as 1664 Meridian Avenue, Miami, FL 33139. The Developer (as defined below) shall cause the recordation of a unity of title (or covenant in lieu of unity of title), in form and content reasonably acceptable to Developer and the City, prior to breaking ground for the Project (the form of which shall be attached as an exhibit to the Development Agreement).
- b. Lincoln Road Holdings, LLC, a Florida limited liability company, which is a subsidiary of The Peebles Corporation, a Washington D.C. corporation (“TPC” and together with its wholly-owned or Controlled subsidiary as permitted hereunder, the “Developer”), has responded to the City’s Request for Proposals Bid Package 2021-173-KB (as amended, “RFP”) for the redevelopment of the Property, and the City of Miami Beach Commission, consisting of six elected Commissioners and an elected Mayor (the “City Commission”) authorized the City to commence negotiations with Developer for the redevelopment of the Property, based on Developer’s proposal Option 3-Parcel 27 Noli Crossing Miami Beach Response dated January 12, 2022, including the Design Package and Financial Offer (the “RFP Response”).
- c. Subject to the Developer obtaining all required entitlements, Developer, at its sole cost and expense, intends to develop, hold a ground leasehold interest in (which includes ownership of the building(s)), design, permit, construct, operate and, as applicable, maintain on, the Property the following (collectively, the “Project”):
 - (1) a Class A office component consisting of approximately [80,000] square feet, which shall in any event constitute not less than 50% of the available floor area ratio (“FAR”) utilized by Developer for the Project (the “Office Component”), to be more fully and particularly described in the Development Agreement;

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Error! Unknown document property name.

- (2) a ground floor retail component consisting of approximately [9,500] square feet, to be more fully and particularly described in the Development Agreement, which shall include a fully activated liner of retail, restaurant, personal service or similar active uses, with a minimum depth of 50 feet along the entire ground floor portions of the Project facing a street, sidewalk or Lincoln Lane North (provided, however, an exception to the liner requirement shall be made for utilities (to the extent such utilities cannot reasonably, or functionally be located elsewhere), access points and emergency access for vehicles and pedestrians, including stairs and ramps, alleys, and loading docks) (the “Retail Component”), and the design of which shall be subject to the review and approval by all applicable, required, City boards and departments;
- (3) to the extent the necessary amendment to the City’s Comprehensive Plan (as shall be defined in the Development Agreement) is obtained, a residential component consisting of approximately [69,500] square feet and 43 rental units, to be more fully and particularly described in the Development Agreement, provided, however, the City has determined in its proprietary capacity that (A) no short term/transient rentals, as defined by Chapter 114 of the City Code, shall be permitted (the “Residential Component”), (B) the units shall have minimum lease term of twelve (12) months and (C) no such units shall be co-living or micro units (less than 400 square feet);
- (4) a public parking component (the “Public Parking Replacement Component”) to replace the existing surface parking spaces on the Property consisting of at least 151 spaces (the “City Spaces”) (for the avoidance of doubt, the City shall operate the Public Parking Replacement Component pursuant to an operating agreement to be negotiated with Developer, and the City shall be responsible for the management, repair, maintenance and insurance thereof and shall be responsible for its Pro Rata Share (as shall be defined in the Ground Lease) of the actual, reasonable out-of-pocket costs associated therewith, provided, however, the City shall have the right, in its sole discretion, to cause the Developer to operate the Public Parking Replacement Component by delivering written notice to the Developer on or before the date that is sixty (60) days from the date the Referendum (as defined below) results are certified. In the event the City requires the Developer to operate the Public Parking Replacement Component, the Developer and the City shall agree to additional terms regarding the Public Parking Replacement Component. At the City’s option and simultaneously with or prior to its written notice regarding operation of the Public Parking Replacement Component, the Public Parking Replacement Component may be part of the Ground Lease Component (as defined below) or may be separate from the Ground Lease Component, and if separate, the City and Developer will mutually agree on the form of declaration of condominium and related documents to create a leasehold commercial condominium on the Property, which shall contain two condominium units, one unit

consisting of the Public Parking Replacement Component and one unit consisting of the Ground Lease Component, and to provide for the respective maintenance obligations and cost-sharing between the City and Developer, each as to its respective condominium unit;

- (5) additional parking component consisting of such number of parking spaces as are required by the City Code (subject to any variance or amendment to the land use regulations approved by the City) for the exclusive use of the Project's office occupants, retail customers, and residents (the "Additional Parking Component" and together with the Office Component, the Retail Component, the Residential Component and, if applicable, the Public Parking Replacement Component, collectively, the "Ground Lease Component"); and
- (6) public benefits (collectively, the "Public Benefits Components") consisting of a Project which shall:
 - (A) Provide the City and area with a Project that will activate, revitalize, enhance and bring new life and energy to this part of the City;
 - (B) Serve as a benefit to the City by improving and replacing the City Spaces with covered, secure, and structured parking.
 - (C) Create new rental housing for City residents;
 - (D) Create new Class-A office space;
 - (E) Further the City's sustainability and resiliency efforts for new development;
 - (F) Improve lighting, providing increased safety for area;
 - (G) Create temporary and construction jobs and long-term permanent jobs;
 - (H) Increase the tax base and increase the tax revenue to the City;
 - (I) Provide landscaping and overall beautification of the area surrounding the Project;
 - (J) Create a live, work, and play environment within the Project;
 - (K) Provide economic stimulus to the City;
 - (L) Encourage future development of areas surrounding the Project; and
 - (M) Create a pedestrian walkway connecting the Lincoln Lane neighborhood with landscaping, lighting, benches and storefronts.
- d. The transaction will be contractually structured as a development agreement for construction of the Project (the "Development Agreement") and a long-term ground lease for the completed Ground Lease Component (the "Ground Lease").
- e. The Ground Lease shall be subject to, and comply with, Chapter 82, Article II, Sections 82-36 through 82-40 of the Miami Beach, Florida – Code of Ordinances (the "City Code") and requires approval by a majority of the voters voting in a Citywide referendum pursuant to Section 1.03(b)(2) of the City of Miami Beach Charter (the "Referendum"). In the City Commission's sole discretion, if requested by Developer, the Referendum could be scheduled for a special election on a date

different than the scheduled general election, provided that the Developer pays its pro rata share (based on total number of questions on the ballot) of the costs of a special election (approximately \$400,000). Notwithstanding whether the Ground Lease ballot question is included in a scheduled general election or a special election, the Ground Lease and Development Agreement shall be finalized as to the form and approved by the City Commission prior to the deadline for submission of ballot questions to the Miami-Dade County Elections Department. The effectiveness of the Ground Lease and Development Agreement shall be subject to and contingent upon voter approval of the Ground Lease at the November 8, 2022 general election in accordance with the City of Miami Beach Charter. In the event the Referendum is not successful, or if the ballot question is removed, or the election results are invalidated by a court of competent jurisdiction, the Ground Lease and Development Agreement shall terminate simultaneously with such failure, shall be null and void and of no further force and effect, except to the extent any provisions of the Ground Lease and/or the Development Agreement expressly survive termination.

- f. The rights granted under the Ground Lease and Development Agreement shall be exclusive with respect to the Property; provided, however, the City reserves the right to grant similar privileges and similar development agreements and/or ground leases to other lessees or developers on other City-owned or leased property, and to take any and all actions that City is permitted to take under federal, state, and local law. Without limiting the generality of the foregoing, the Developer acknowledges that the City is negotiating the terms of a similar project for the development of Class-A Office Space, retail space and parking at City-owned lots P25 and P26 (the “Option 5 Project”) with Lincoln Road Property Owner, L.P. In the event both the Project and the Option 5 Project are approved by the City Commission and by a majority of the City’s voters in the Referendum, Developer acknowledges and agrees that the two (2) projects will likely be phased, taking into account all appropriate factors, including without limitation, the construction of the Miami Beach Convention Center Hotel, provided that the City may make a determination, in its sole, reasonable discretion, that the Option 5 Project and the Project can reasonably be constructed in tandem or otherwise simultaneously, and without having an adverse impact on the City’s residents, businesses and visitors. The Developer may submit to the City such information as the Developer deems may be useful to the City in making its determination regarding the commencement order and/or phasing of the Option 5 Project and the Project, including the viability and feasibility of the Project. The City’s determination as to phasing and order of commencement (i) shall be made in the City’s sole, reasonable discretion on or prior to the date that is sixty (60) days from the date the Referendum results are certified and (ii) shall be final and binding on Developer with no right of appeal.
- g. If and to the extent any components of the Project are modified pursuant to entitlements, or the City’s requests or demands, or as mutually agreed by the City and the Developer, such changes shall be addressed and accommodated in the Development Agreement and, as applicable, the Ground Lease and/or any amendments thereto.

2. Development Agreement:

- a. The term of the Development Agreement will be limited to the construction period for the Project.
- b. If the Referendum is successful, the effective date of the Development Agreement shall occur upon the latest to occur of: (i) the parties' mutual execution and delivery of the Development Agreement by the parties; (ii) approval thereof by the City Commission in accordance with the City Code; (iii) adoption by the City Commission of a resolution accepting the certification of the official results of the successful Referendum; and (iv) the parties' mutual execution and delivery of the Ground Lease. The "Effective Date" for purposes of phasing and commencement of the Project (including milestones) under the Development Agreement shall be determined in the notice to proceed issued by the City but shall not be earlier than the latest to occur of (i) through (iv) above.
- c. During the term of the Development Agreement, and subject to the Permitted DA Transfers (as defined below), Developer shall not assign or otherwise transfer or permit to be assigned or transferred, directly or indirectly, its right, title or interest in and to the Development Agreement or the Property without the prior written consent of the City, which may be granted or withheld in the City's sole and absolute discretion. Notwithstanding the foregoing, the following transfers shall be permitted (i) a single mortgage secured by a single mortgage lien on the Developer's leasehold interest in the Property as security for financing of the construction of the Project in favor of a single lender (except as otherwise expressly permitted in Section 6.c. below) that is an "Institutional Lender" (as shall be further defined and criteria set in the Development Agreement), (ii) a single pledge of direct or indirect membership interests of the Developer as security for mezzanine financing for the construction of the Project in favor of a single lender (except as otherwise expressly permitted in Section 6.c. below) that is an Institutional Lender, (iii) involuntary transfers pursuant to a foreclosure or deed or assignment in lieu of foreclosure by an Institutional Lender pursuant to the mortgage financing or mezzanine financing permitted by clauses (i) and (ii) above, respectively, (iv) transfers of direct or indirect ownership (including non-voting limited partners that are Institutional Buyers (as shall be further defined and criteria set in the Development Agreement, and shall include creditworthy partners)) of Developer provided that: (A) the general partner or manager of the Developer as of the date hereof continues to be the general partner or manager of the Developer; and (B) Donahue Peebles II, Donahue Peebles III, Scott Robins and Philip Levine (collectively, the "Principals") continue to (I) own, directly or indirectly, at least ten percent (10%) of the ownership interests of the Developer and (II) have the ultimate power to direct and Control (as shall be further defined in the Development Agreement) the day-to-day business and affairs of Developer after such transfer, subject to certain "major decisions" or similar approval rights to another person or entity (provided that at all times during construction and through stabilization of the Project, the Principals retain control over decisions relating to construction and operations, including without limitation, leasing), or (v) transfers by members of

Developer for estate planning purposes or as the result of death provided the transferor (or the applicable heir) retains control of the transferred interest) (the “Permitted DA Transfers”), which transfers are expressly permitted hereunder with notice, and without the requirement for consent. The City may agree to permit C-PACE financing for the Project in addition to the mortgage financing and mezzanine financing described above subject to the City’s receipt from the Developer of a security deposit or other security as may be acceptable to the City and such other terms as may be mutually agreed in the Ground Lease, and subject at all times to the loan-to-cost ratio and loan-to-value ratio, as applicable, set forth below. The City shall receive prior written notice of any such Permitted DA Transfer in accordance with (i), (ii), (iv) and (v) above, and any such transferee shall assume all remaining obligations of Developer under the Development Agreement in a written instrument reasonably acceptable to the City. Notwithstanding anything to the contrary set forth herein, in the event any proposed transferee will own, in the aggregate (whether in one transaction or a series of transactions), twenty percent (20%) or more of the direct or indirect ownership interests of Developer or will have the power to direct and Control the day-to-day business and affairs of the Developer, then such proposed transferee must satisfy the Acceptable Owner Criteria and comply with the procedures set forth in Exhibit “A” attached hereto. [In no event shall any sale or transfer of any interests, rights or obligations of Developer under the Development Agreement or in the Project be permitted to a “Foreign Instrumentality” (as shall be defined in the Development Agreement) other than any of the member countries of the European Union or the Gulf Cooperation Council (each as existing as of the effective date of the Development Agreement), United Kingdom, Norway, Switzerland, Canada, Mexico, countries located in South America (excluding Venezuela), Japan, South Korea, Singapore and Australia or any person or entity controlled by any of the foregoing countries (each, a “Specified Foreign Instrumentality”).¹] [*Parties continuing to discuss*]

- d. In furtherance of the goals of the City and Developer in connection with this Project, the parties acknowledge and agree that the exact and additional terms, provisions, and agreements of the Development Agreement are to be further negotiated by the parties, and this Term Sheet includes certain terms and conditions as a framework for the parties’ good faith negotiation of the definitive documents.

3. Ground Lease:

- a. Term: Not to exceed 99 years, including an initial term of fifty-one (51) years and two (2) consecutive, dependent twenty-four (24)-year extension options. The extension options shall be exercisable by Developer, its permitted successors or assigns, in their sole and absolute discretion, subject only to the condition that Developer is not then in material default under the Ground Lease, beyond applicable notice and cure periods, nor has an event or circumstance occurred, which with the giving of notice and passage of time would constitute a material

¹ Indirect ownership by Foreign Instrumentalities will be subject to the threshold set forth in Exhibit A.

- (c) the greater of 1.5% or CPI (capped at 2.5%) commencing immediately following the expiration of the period set forth in (b) above and continuing for a period of five (5) years;
 - (d) the greater of 1.5% or CPI (capped at 3.0%) commencing immediately following the expiration of the period set forth in (c) above and continuing for the remainder of the Term, subject to the Base Rent Resets set forth below.
 - (ii) Annual Percentage Rent: 4% of effective gross income from the Project for such lease year.
 - (iii) Base Rent Reset at year 51 (for years 52-75) and at year 75 (for years 76-99): At the time of rent reset, hypothetical rent would be calculated based on year when full rent (i.e. \$680,000) commences escalated through the rent reset date by the higher of 2% or CPI (uncapped).
 - (iv) Appraisal to be obtained in accordance with Section 82-37(b) of the City Code and Resolution No. 2019-30853.
- c. Net Revenues from the Public Parking Replacement Component: The City shall manage and operate the Public Parking Replacement Component (unless the City elects to cause the Developer to operate the Public Parking Replacement Component as provided in this Term Sheet) and shall be entitled to retain 100% of all Net Revenues (as shall be further defined in the Ground Lease) arising out of any use of the Public Parking Replacement Component. The City shall have the right, in its sole discretion, to cause the Developer to operate the Public Parking Replacement Component as set forth above, and in such case, the Developer shall pay to the City, in addition to the Rent, all Net Revenues from the Public Parking Replacement Component, which shall be net of, any reasonable, out-of-pocket costs and expenses permitted under the Development Agreement and/or Ground Lease, including a reasonable and customary management fee to be retained by the Developer (or paid to a third party operator) in connection with the operation and maintenance of the Public Parking Replacement Component. For the avoidance of doubt, rates to be charged for spaces in the Public Parking Replacement Component shall not be higher than the City's then applicable rates for similar parking facilities.
- d. Use: Office, retail, restaurant, personal service or similar active uses, residential, public, and non-public parking, and ancillary uses. No other uses or purposes shall be permitted, except as may be approved by the City in its sole discretion and set forth in the Development Agreement and/or Ground Lease.
- e. The Ground Lease shall be a "triple net" (net-net-net) lease, and Developer shall be solely responsible for all real estate taxes, utilities, assessments and other public charges, insurance, common area maintenance and other costs and expenses associated with operation of the Project; provided, however, the City shall be

responsible for all such reasonable, out of pocket costs and expenses attributable to the Public Parking Replacement Component.

- f. Following Substantial Completion (as shall be defined in the Development Agreement and Ground Lease), Developer may assign its interests, rights and obligations under the Ground Lease in connection with certain “Permitted Transfers” (as shall be defined in the Ground Lease and shall include certain permitted transferees having the requisite assets, net worth and experience to operate the Project, as shall be further described in the Ground Lease), which shall include the Permitted DA Transfers. No other transfer shall be permitted without the prior written consent of the City, which may be granted or withheld in the City’s sole and absolute discretion. [In no event shall any sale or transfer of any interests, rights, or obligations of Developer under the Ground Lease or in the Project be permitted to a “Foreign Instrumentality” (as shall be defined in the Ground Lease, which definition shall be the same as defined in the Development Agreement) other than a Specified Foreign Instrumentality.² Any proposed transferee of any ownership interest in Developer or any portion of the Project must satisfy the “Acceptable Owner Criteria” and be confirmed as such by the City in accordance with **Exhibit “A”** attached hereto.] [*Parties continuing to discuss*]

4. The Project:

- a. The City Commission shall approve a concept plan design of the Project as part of its approval of the Development Agreement (the “Concept Plan”). The Concept Plan will be included as an exhibit to the Development Agreement and as of the date hereof, is anticipated to be consistent with the RFP Response, provided that the design will also be subject to review by the DRB (as defined below) and any other relevant body or department.
- b. The term of Developer’s possession of the Property pursuant to the Ground Lease shall commence immediately following, and commencement of construction and the Developer’s right to such possession shall be expressly subject to, the Developer’s satisfaction of certain conditions reasonably determined by the City and to be further described in the Development Agreement, including without limitation, the following (such date of possession, as further defined and described in the Development Agreement, the “Possession Date”):
 - (i) Issuance of all Required Approvals, as further described below and in the Development Agreement;
 - (ii) Developer’s delivery to the City of payment and performance bonds in form and substance reasonably acceptable to the City and naming City as co-obligee, or such other security as is reasonably acceptable to the City Manager, after consultation with the City Attorney. City recognizes and approves of a lender being a co-obligee together with the City on the bonds

² Indirect ownership by Foreign Instrumentalities will be subject to the threshold set forth in Exhibit A.

and any other approved security, as shall be further described in the Development Agreement.

- (iii) Developer's delivery to the City of a budget reflecting the good faith estimated costs to complete construction of the Project in accordance with the Development Agreement;
- (iv) Developer's delivery to the City of a schedule of performance of the Project using the critical path method, setting forth the dates and times of delivery of the Project, including without limitation the Project milestones set forth below, subject to reasonable extension for unavoidable delays and force majeure events (which may include specified delays attributable to (a) the City acting in its proprietary capacity and as owner of the Property, (b) certain specified global or national economic conditions that delay the Developer's financing or construction of the Project and (c) unforeseen site conditions to the extent not reasonably capable of being identified prior to execution of the Development Agreement, provided in each case (i) Developer provides prompt written notice of such delay, and (ii) with respect to (b) and (c) above, any resulting permitted delays are mutually agreed and identified prior to commencement of construction), as more particularly described in the Development Agreement.
- (v) City's approval of the general contractor/design builder for the Project, with such approval not to be unreasonably withheld so long as the contractor has bonding capacity equal to or to exceed \$100 million and has achieved final completion of at least five (5) projects of similar size and scope in the U.S. within the last ten (10) years;
- (vi) Developer's delivery to the City of the fully executed general construction contract for the Project with the approved general contractor/design builder reflecting a guaranteed maximum price that does not exceed the costs set forth in the budget; and
- (vii) Developer's delivery to the City of contingent assignments of the architect's agreement and general contract, subject to a default, beyond any applicable notice and cure periods of Developer, and further subject only to the rights of Developer's mortgage lender and/or mezzanine lender as shall be further defined in the Development Agreement, pursuant to which the City shall have the right, without assuming Developer's obligations, to enforce the architect's and general contractor's, as applicable, full and prompt performance under their respective agreements, subject only to payment by the City;
- (viii) Developer's delivery to the City of evidence reasonably satisfactory to the City that Developer has secured financing for the Project and will contribute equity to complete construction of the Project in accordance with the Project budget and the Development Agreement.

- c. Promptly following Developer’s satisfaction of the conditions to the Possession Date, Developer shall commence (or cause the general contractor to commence) construction of the Project and thereafter, diligently and continuously pursue completion of the Project in accordance with the Development Agreement and all applicable laws, permits and approvals, subject to the terms of the Development Agreement and reasonable extension for unavoidable delays and force majeure events, as further described above and as more particularly described in the Development Agreement.
- d. Developer shall stage construction of the Project in a manner that minimizes the extent and duration of displacement of the existing public parking spaces on the Property during construction and until the Public Parking Replacement Component is completed and available for beneficial use by the public, which shall be to the satisfaction of the City Manager or his/her designee in their sole discretion.
- e. Prior to the Possession Date, and subject to the Developer’s rights to enter upon and conduct its investigations of the Property, which shall be exercised by Developer in a manner not to unreasonably interfere with the use of the Property as a surface parking lot, as shall be further set forth in the Development Agreement, the City shall have the right to use the Property consistent with the current uses, so long as such uses do not interfere with or delay the Possession Date.
- f. During construction of the Project, the City and its on-site representative shall have reasonable rights of inspection of the Project and progress of construction, which inspections shall be solely for the benefit of the City, provided that the City shall not unreasonably interfere with or disrupt construction of the Project by the Developer or its general contractor. The City and its on-site representative shall also have the right to participate in periodic meetings with Developer and to receive periodic updates with respect to the progress of construction and any changes to the Project budget and other Project documents. Nothing contained herein or in the Development Agreement or Ground Lease shall or is deemed to limit the City’s inspection rights in its governmental and/or regulatory capacity.

5. Project Approvals and Milestones:

- a. Zoning: Developer shall adhere to all applicable zoning requirements, including without limitation, the minimum parking requirements, and applicable height restrictions and FAR (unless amendments to the Land Development Regulations are proposed, in which case such amendments shall be subject to review and approval by the City and its applicable development boards, in their regulatory capacity and sole discretion).
- b. The definition of “Required Approvals” shall mean:
 - (i) The City Commission shall have approved the Concept Plan as part of the Development Agreement described above.

- (ii) The City Manager shall have approved the proposed plans and specifications, which approval will not be unreasonably withheld, conditioned, or delayed provided such proposed plans and specifications substantially conform to the approved Concept Plan. Any material modifications made by or on behalf of the Developer to the approved Concept Plan, must be approved by the City Commission, in its sole discretion. The Development Agreement shall set forth certain minimum elements to be incorporated within the Project, and any deviation from such minimum elements shall be deemed material.

- (iii) Developer, at its sole cost, is responsible for obtaining all governmental approvals for the design, development, and construction of the Project, including without limitation, City of Miami Beach Design Review Board (“DRB”) and, if applicable, City of Miami Beach Planning Board (“Planning Board”) approval. Specifically with respect to the DRB approval, the Developer intends to seek a waiver for up to an additional five feet (5') of height as measured from the base flood elevation plus maximum freeboard, to the top of the second floor slab of the building in accordance with Section 142-337 of the City Code and reserves the right to seek additional waivers or variances as may be needed to accommodate the proposed design of the Project, subject to the City’s approval in its proprietary capacity as part of its approval of the proposed plans and specifications. Promptly following the City Manager’s approval of the proposed plans and specifications (the “Approved Plans”), Developer shall submit the Approved Plans to DRB and, if applicable, Planning Board for approval and thereafter, diligently pursue such approvals. To the extent DRB or, if applicable, Planning Board requires any revisions to the Approved Plans that do not materially conform to the approved Concept Plan, such revisions shall be subject to the City Commission’s approval, in its sole discretion. [In accordance with Section 118-4(4) of the City Code, the Development Agreement shall extend the expiration date for a City Land Use Board Order as defined below beyond the time periods contemplated in Section 118-193 for conditional use permits issued by the Planning Board; Section 118-258 for design review and variance approvals issued by the design review board; and Section 118-355 for variance approvals issued by the board of adjustment. The term “Land Use Board Order” means an order by the Planning Board, but [with the approval of] Design Review Board and/or by the Board of Adjustment. In such cases, the expiration date set forth in the approved and executed Development Agreement shall control over any contained in a City Land Use Order.

c. Project Milestones:

	<u>Target Date</u>	<u>Outside Date</u>

DRB, and if applicable, Planning Board approval	8 months after Effective Date	12 months after Effective Date (plus one month to exhaust all appeals)
Issuance of building permit necessary for commencement of vertical construction of the Project (“Building Permit”)	14 months after DRB, and if applicable, Planning Board approval	20 months after DRB, and if applicable, Planning Board approval
Commencement of Construction and Construction Loan Closing	1 month after issuance of Building Permit and not later than 23 months after Effective Date	1 month after issuance of Building Permit and not later than 34 months after Effective Date
Completion of Construction and issuance of TCO for the Project	20 months after Commencement of Construction and not later than 43 months after the Effective Date	27 months after Commencement of Construction and not later than 61 months after Effective Date
Opening of the Public Parking Replacement Component and Additional Parking Component to the public and Project Public Spaces [<i>to be defined</i>]	1 month after Completion of Construction and issuance of TCO for the Project and not later than 44 months after the Effective Date	3 months after Completion of Construction and issuance of TCO for the Project and not later than 64 months after the Effective Date
Stabilization of the Project (as shall be further defined in the Ground Lease)	24 months after Completion of Construction and not later than 67 months after Effective Date	24 months after Completion of Construction and not later than 85 months after Effective Date

- (i) Such other development milestones as the parties may mutually agree to be set forth in the Development Agreement. The Project milestones will be subject to reasonable extension for unavoidable delays and force majeure events, as further described above and as more particularly described in the Development Agreement.
- (ii) “Commencement of Construction” and “Completion of Construction” shall be defined and described in the Development Agreement. All references above to “TCO” shall mean a temporary certificate of occupancy allowing for the beneficial use and occupancy of such portions of the Project by tenants, occupants, users and visitors thereof and shall be further defined in the Development Agreement.

6. Project Costs and Financing:

- a. Developer at its sole cost, shall be responsible for all costs and expenses in connection with the development, design, permitting, construction, operation and maintenance of the Project, including demolition of any existing improvements on the Property, including asphalt paving.
- b. Developer, in coordination with the City, shall be responsible for development and implementation of community outreach and public information campaigns for the Project.
- c. Developer shall be permitted to finance the Project with (i) a single mortgage loan from one or more lenders as part of a syndication, provided that an Institutional Lender shall be the administrative agent/mortgagee with respect to such mortgage loan and, at Developer's option, (ii) one mezzanine loan secured by one pledge of the direct or indirect ownership interests in Developer, provided that an Institutional Lender shall be the administrative agent/pledgee with respect to such mezzanine loan; provided further that the loan-to-cost ratio (with respect to construction financing) or loan-to-value ratio (with respect to permanent financing), taking into account the mortgage loan and the mezzanine loan financing of the Project, as applicable, shall not exceed ninety percent (90%) and Developer shall at all times maintain not less than ten percent (10%) equity in the Project, including Developer's initial equity contribution to the Project.
- d. In no event shall the City's interest in the Property be subject or subordinate to any mortgage or other liens or encumbrances hereafter affecting Developer's interest in the Property. City shall at all times have first priority right of payment of rent due under the Ground Lease.
- e. The City is not and shall not be required to provide any funding or financing for the Project, including without limitation, any tax credits and/or subsidies.
- f. Developer acknowledges and agrees that the City has a compelling interest in the development of the Project and the Option 5 Project in order to advance and promote the City's objective of developing additional Class-A office space to diversify its economy to include a greater mix of businesses, including technology and financial firms. [As an inducement to the City to negotiate this Term Sheet, the Development Agreement and the Ground Lease, at all times until the conclusion of the Referendum, neither the Developer nor any Principal nor any director, officer or member of senior management of Developer, TPC, Scott Robins Companies or the Baron Corporation shall engage in a deliberate campaign intended to cause voters in the Referendum to vote against, or otherwise publicly disparage, impugn or make derogatory statements regarding the Option 5 Project or the developer of the Option 5 Project with such intent (the "Option 5 Negative Campaign Covenant"). However, the foregoing waivers are not intended to and do not limit Developer's ability to truthfully communicate with any governmental agency or to advocate in favor of the Project, including to prospective tenants who may be

considering both the Project and the Option 5 Project. Developer acknowledges that it is voluntarily and knowingly waiving its rights under the First Amendment to the United States Constitution and under any applicable provision of the Florida Constitution in connection with the Option 5 Negative Campaign Covenant. Developer has had the opportunity to consult an attorney in connection with the foregoing waivers and has made the informed decision to waive these rights. The Developer shall execute an inducement letter containing the foregoing waivers promptly upon the City's request. The City agrees that it shall require the developer of the Option 5 Project to enter into a substantially similar agreement containing similar waivers with respect to the Project; provided, however, the developer of the Option 5 Project shall not be a third party beneficiary of the Option 5 Negative Campaign Covenant and the Developer shall not be a third party beneficiary of the negative campaign covenant made by the developer of the Option 3 Project. The City will fairly and equitably enforce both the Option 5 Negative Campaign Covenant and the negative campaign covenant made by the developer of the Option 5 Project as determined by the City Manager in his/her sole discretion.] *[Parties continuing to discuss]*

7. Condition of Property/Environmental

- a. Developer accepts the Property in its AS IS, WHERE IS, and WITH ALL FAULTS condition, including without limitation, environmental condition, and all latent or patent defects, without any representation or warranty of any kind, express or implied, or arising by operation of law.
- b. The City will provide any environmental reports in the City's possession for the Property.
- c. The Project must be developed to comply with the City's resiliency standards attached as Appendix D to the RFP and to be set forth in the Development Agreement. The Developer shall cause its architectural and engineering consultants to design the Project with the objective of meeting LEED® Gold or Living Building Challenge certification requirements and compliance with the Sustainability Fee Program, in accordance with Section 133 of the City Code. The Public Parking Replacement Component and the Additional Parking Component will be designed with the objective of being eligible for Park Smart® certification.

8. Termination Rights:

- a. Developer may terminate the Development Agreement and the Ground Lease at any time prior to issuance of the building permits for the Project in the event of any of the following: (1) any of the Required Approvals render the Project economically unfeasible in the reasonable business judgment of Developer, (2) the Project cannot meet concurrency requirements under Section 163.3180, Florida Statutes, or the costs of concurrency mitigation are, in the reasonable business judgment of Developer, economically unfeasible, (3) Developer, after diligent, good faith

efforts, has been unable to obtain necessary building permits for the Project pursuant to the Approved Plans, (4) Developer, after diligent, good faith efforts, has been unable to secure adequate financing on financial terms that are commercially reasonable, or (5) there shall exist any material adverse change in national or global economic conditions that in the Developer's reasonable and good faith judgment would materially, adversely affect the financial viability of the Project. In connection with any such termination by Developer, Developer shall reimburse the City for any reasonable unreimbursed, out-of-pocket, third-party costs and expenses, beyond the cap on such costs and expenses set forth in the Reimbursement Agreement; for the avoidance of doubt, Developer would be "credited" with all amounts already reimbursed to City pursuant to the Reimbursement Agreement.

- b. The City will not have the right to terminate the Development Agreement for convenience. City will have the right to terminate the Development Agreement as a result of any default by Developer, as further described in the Development Agreement, beyond any applicable notice and cure periods, to be more fully set forth in the Development Agreement and the Ground Lease.
- c. In the event of a termination by Developer pursuant to Section 8.a or by the City as a result of an uncured default by Developer pursuant to Section 8.b., (i) the Developer shall assign (without any representation or warranty, express or implied) to the City all right, title and interest the Developer has in and to the Approved Plans and any other non-privileged, non-confidential or proprietary materials, information, and documents pertaining to the Project, developed by or on behalf of the Developer, and (ii) the City shall have no further obligation to the Developer following such termination, financial or otherwise.

9. Default:

Developer shall be in default of the Development Agreement and Ground Lease if the Developer fails to comply with the terms thereof, beyond any applicable notice and cure periods to be negotiated by the parties and included in the Development Agreement and the Ground Lease, including, without limitation, failure to satisfy conditions precedent to possession of the Property, failure to commence construction prior to the outside date for commencement of construction, failure to satisfy the other Project milestones, and the occurrence of any unpermitted transfers, subject to any applicable extensions for unavoidable delays and force majeure events, as further described above and as more particularly described in the Development Agreement and the Ground Lease. The parties acknowledge and agree that the Development Agreement and Ground Lease will include reasonable and appropriate notice and cure periods and provisions in accordance with City's customary practices. City's remedies for Developer's default under the Development Agreement and Ground Lease will include, without limitation, termination of the Development Agreement and the Ground Lease, as applicable. In connection with any such termination following the commencement of construction and prior to completion of construction, Developer shall restore the

Property to the condition existing prior to the execution of the Development Agreement so that the Property may be fully utilized by the City for its existing purposes as a surface parking lot as of the date hereof and Developer shall reimburse the City for any reasonable out of pocket losses or damages to the extent suffered as a result of the Developer's failure to complete construction in accordance with the Development Agreement, to be further described in the Development Agreement. In connection with certain defaults for failure to meet Project milestones prior to Developer paying full rent under the Ground Lease, in lieu of termination, the City may elect to receive payment of liquidated damages by Developer for a specified period before exercising its right to terminate the Development Agreement as a result of such defaults. Such liquidated damages shall be reasonably determined by the City, and further described and agreed to in the Development Agreement.

10. Indemnification:

Each of the Development Agreement and Ground Lease shall contain such indemnity provisions as the City customarily requires for projects of this nature. In addition, except to the extent caused by the City's gross negligence and/or willful misconduct, Developer will indemnify, hold harmless and defend the City for any claims, losses, damages, liabilities, fees, costs and expenses (including reasonable attorneys' fees, costs and expenses) in connection with any lawsuit challenging the validity of the Development Agreement or Ground Lease, any governmental approvals of the Project and/or arising in connection with Developer's failure to complete construction in accordance with the Development Agreement, each at Developer's sole cost and expense and using legal counsel reasonably acceptable to the City. The foregoing indemnity will survive the expiration or earlier termination of the Development Agreement and Ground Lease, as applicable. In the event the City elects to operate the Public Replacement Component, the operating agreement may provide that the City agrees to indemnify the Developer subject to sovereign immunity and other customary City indemnity limitations. Neither the City nor the Developer shall be entitled to consequential, special or punitive damages with respect to this Term Sheet, the Development Agreement and/or the Ground Lease; provided the foregoing is not intended to and shall not modify the Developer's obligation to pay any liquidated damages pursuant to the Development Agreement.

11. Other:

- a. Legal Description and Parking Bond Covenant Analysis: The Developer shall procure a survey of the Property by a licensed surveyor reasonably approved by the City. Developer shall pay the costs of such survey, provided, if the City's Public Works Department prepares the survey, the Developer will reimburse the City for its costs in accordance with the terms of the Reimbursement Agreement (defined in Section 11.e). Developer acknowledges that the transactions are subject to the City's receipt of a parking bond covenant analysis acceptable to the City in its sole discretion and performed by a parking bond consultant approved by the City (or at

the City's sole discretion, the City may produce the parking bond covenant analysis using its internal resources). Whether the City retains the services of a consultant or produces the parking bond analysis itself, Developer will reimburse the City for its costs in accordance with the terms of the Reimbursement Agreement.

- b. [Naming Rights: Naming rights for all or any portion of the Project shall require the approval of the City Commission, which approval shall be in the City Commission's sole discretion; provided, however, the City will not unreasonably withhold its approval of a request by Developer for naming rights in favor of the lead commercial tenant for the Project.] [*Parties continuing to discuss*]
- c. Land Development Regulations: The Project shall be subject to the City's Land Development Regulations (the "LDRs"). The City makes no representation or warranty that the proposed amendment to the LDR will be approved by the City Commission. The Developer acknowledges and agrees that any amendment to the LDRs that would result in a FAR increase would be subject to separate voter referendum approval (i.e., separate from the Referendum required to approve the Ground Lease).
- d. By or before 5:00 p.m. on April 13, 2022, Developer has procured for the City's review, a preliminary parking impact study, a preliminary traffic impact study and a preliminary infrastructure (i.e. water and sewer capacity) study.
- e. Reimbursement: Subject to the agreed upon terms, Developer agreed to reimburse the City for, or at City's option, pay directly, on a monthly basis the City's reasonable out of pocket transactional and professional costs and expenses associated with the due diligence, negotiation and drafting of the Development Agreement and Ground Lease and development of the Project, including without limitation reasonable fees for the City's parking bond covenant analysis, real estate appraisals and other required reports; the City's outside counsel and paralegal fees; and any surveys, environmental assessments (if any), title searches, and other reviews engaged by the City, up to \$150,000, all as further described in the reimbursement agreement between the parties. The Developer has executed a Reimbursement Agreement (the "Reimbursement Agreement") and furnished same to the City on March 7, 2022.
- f. Art in Public Places: Developer shall comply with the City's Art In Public Places (AIPP) program requirements under Section 82-536 through 82-612 of the City Code, as applicable, and shall contribute to the City's Art in Public Places fund the total amount of 1.5% of the "construction cost" of the Project development costs, as such term is defined in Section 82-537 of the City Code, no later than the date of execution of the Project general contract by Developer and the Project general contractor, as required by the City Code.
- g. Prevailing Wage. Developer shall comply with Section 31-27 of the City Code which provides, in pertinent part, that in construction projects pursuant to a development agreement and/or ground lease with the City on City-owned land, the

rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work, as established by the Federal Register, in the City of Miami Beach, Florida. The details included in Appendix C of the RFP pertaining to this requirement shall be attached as an exhibit to the Development Agreement and Ground Lease.

- h. Local Workforce Participation Program: Developer shall cause its contractor to comply with Section 31-40 of the City Code which provides, in pertinent part, that the contractor in any construction contract valued in excess of \$1,500,000 for the construction of buildings or improvements on City-owned land shall make of reasonable efforts to promote employment opportunities for local Miami-Dade County residents and seek to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County and City of Miami Beach residents. The details included in Appendix C of the RFP pertaining to this requirement shall be attached as an exhibit to the Development Agreement and Ground Lease.
- i. Developer shall comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the Project (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines).
- j. Whether or not included or referenced in this term sheet, all other applicable terms and conditions included in the RFP shall be incorporated into the Development Agreement and/or Ground Lease, as appropriate.
- k. Notwithstanding anything to the contrary herein, the specific details, terms, agreements, and conditions for the Project will be negotiated by the parties and set forth in the definitive Development Agreement and Ground Lease, and shall be subject to further approvals, as provided herein.

EXHIBIT “A”
ACCEPTABLE OWNER DEFINITION

A. “Acceptable Owner” means any individual, corporation or other entity which has, at a minimum, the following qualifications:

1. [The proposed transferee is not a Foreign Instrumentality; provided however, that up to forty-nine percent (49%) of the indirect equity interests of Developer may be owned by Foreign Instrumentalities provided that at least seventy percent (70%) of such indirect equity interests permitted to be owned by Foreign Instrumentalities must be owned by Specified Foreign Instrumentalities.] [*Parties continuing to discuss*].

2. The proposed transferee must not be owned or Controlled by entities or individuals who have been convicted, or are presently under indictment, for felonies under the laws of any foreign or United States of America jurisdiction; provided, however, the foregoing shall not apply to any individuals or entities owning less than twenty percent (20%) equity interest in the proposed transferee, other than officers, directors, managers or others who have the power to direct and control the business and affairs of such proposed transferee.

3. The proposed transferee must not in its charter or organizational documents (defined as the articles of incorporation and bylaws for any corporation, the partnership agreement and partnership certificate for any partnership, the articles of organization and limited liability company operating agreement for any limited liability company, the trust agreement for any trust and the constitution of the relevant government for any governmental entity, but expressly excluding any statements, positions, actions or allegations not contained in such charter organizational documents) expressly advocate or have as its stated purpose: (a) the violent overthrow of or armed resistance against, the U.S. government; or (b) genocide or violence against any persons; or (c) discrimination, hatred or animosity toward persons based solely on their race, gender, color, national origin, religion, age, disability, marital status, familial status, or sexual orientation.

4. Neither the proposed transferee nor any other person that controls the proposed transferee (or that will, following the proposed transfer, control the proposed transferee) will have violated any laws resulting in a forfeiture of such proposed transferee’s or other person’s entire interest in real property owned or managed by such transferee or other person.

5. The proposed transferee must not (nor any of the individuals or entities who own at least a twenty percent (20%) equity interest in such proposed transferee or are officers, directors, managers or otherwise have the power to direct and control the business and affairs of such proposed transferee) have voluntarily filed or been discharged from bankruptcy, or have been the subject of an involuntary bankruptcy, reorganization or insolvency proceedings (which was not dismissed within 90 days after the filing thereof) within the past five (5) years (bankruptcy filings by Affiliates shall not disqualify a proposed transferee, unless such Affiliates are any of the individuals or entities described in the parenthetical immediately above).

B. “Acceptable Owner Criteria”: The foregoing categories of requirements set forth in Paragraph A above are collectively defined as the “Acceptable Owner Criteria.”

C. Evaluation of the Acceptable Owner Criteria:

Solely for the purpose of evaluating whether the proposed transferee has met the Acceptable Owner Criteria, the proposed transferee shall provide the following information to the Developer and certify that the information provided by the proposed transferee is true and correct and that the proposed transferee meets or exceeds the Acceptable Owner Criteria:

1. information sufficient for the City or any outside vendor engaged by the City to perform a due diligence investigation pursuant to Paragraph D below, including copies of any applicable operating licenses;
2. identification and summary description of its principals and its major real estate or other investments;
3. a list of all bankruptcies filed by such proposed transferee or to which such proposed transferee was a party-bankrupt, if any; and
4. such other evidence as is commercially reasonably necessary, as determined by Developer, to establish that the new entity proposed to be the Acceptable Owner meets the Acceptable Owner Criteria.

D. With respect to any proposed transfer to a proposed transferee, City may, at its sole discretion, engage an outside vendor to perform a due diligence investigation at the Developer's or such proposed transferee's sole expense, which may include a search of civil, criminal, or bankruptcy proceedings in federal and state jurisdictions; regulatory filings; tax filings; lien, judgment and Uniform Commercial Code searches; business registrations, and the like; provided, however, that City's right to conduct its own due diligence shall not expand or deemed to expand the Acceptable Owner Criteria or impose additional criteria with respect to whether a proposed transferee constitutes an Acceptable Owner. City shall be entitled to engage an independent accounting firm, the reasonable costs of which shall be borne by Developer or such proposed transferee, to review the information upon which the proposed transferee's certifications were based, for the purpose of determining whether the certifications and/or information provided to the City is accurate and complete. Developer shall, or shall cause such proposed transferee to, reimburse City, upon demand, for any reasonable out-of-pocket costs incurred by City in connection with such transfer or proposed transfer to a proposed transferee, including the reasonable out-of-pocket costs of making inquiries and investigations into the conformance with the Acceptable Owner Criteria of such proposed transferee and the reasonable legal costs incurred, if any, in connection therewith.

E. Confirmation/Approval Process for Proposed Transferees:

Regarding the City's confirmation that a proposed transferee is an Acceptable Owner, or the City's approval of a transfer that is not a Permitted Transfer, the parties hereby agree that:

1. When reviewing a potential Permitted Transfer for compliance with the Acceptable Owner criteria, the City Manager shall make a recommendation to the City Commission in reliance on the proposed transferee's certification that the proposed transferee meets the Acceptable Owner Criteria (if a Permitted Transfer), along with the information provided by the proposed transferee and the results of any due diligence investigation performed by the City. If the City Manager does not recommend that the proposed transferee meets the Acceptable Owner Criteria, the City Manager shall provide to Developer, upon Developer's written request, specific written, commercially reasonable reasons for such action.

2. The City Commission shall not unreasonably withhold the City's confirmation of a Permitted Transfer if the proposed transferee complies with the Acceptable Owner Criteria.

3. The City Manager may, but shall not be obligated to, make any recommendation for the City's Approval of a transfer that is not a Permitted Transfer, and provided that any such transfer shall be subject to the prior written Approval of the City Commission, which may be granted, conditioned, or withheld by the City Commission in its sole discretion; and

4. If a proposed transfer requires the City's confirmation or Approval, Developer shall deliver written notice to the City, which shall include (i) the name and address of the proposed transferee; (ii) the name and address of the proposed transferor; (iii) information describing the nature of the transaction; (iv) the percentage interest being conveyed; and (v) the materials described in Paragraph C above.

5. The City shall have up to sixty (60) days after the delivery of such written notice and the information required under Paragraph C above, to determine whether, on a commercially reasonable basis, the proposed transferee meets the Acceptable Owner Criteria, and is a Permitted Transfer. The City shall have up to ninety (90) days after the delivery of such written notice and the information required under Paragraph C above whether to Approve in accordance herewith a transfer that is not a Permitted Transfer.

6. Provided that no Event of Default is then continuing, Developer's request for confirmation that the proposed transferee meets the Acceptable Owner Criteria shall be deemed confirmed if the first correspondence from Developer to the City requesting such confirmation is in an envelope marked "**PRIORITY**" and contains a bold-faced, conspicuous (in a font size that is not less than fourteen (14)) legend at the top of the first page thereof stating that "**THIS IS A REQUEST FOR CONFIRMATION OF A PERMITTED TRANSFER UNDER SECTION [___] OF THE [DEVELOPMENT AGREEMENT] [GROUND LEASE], DATED AS OF [_____], 2022, AND FAILURE TO RESPOND TO THIS REQUEST WITHIN SIXTY (60) DAYS WILL RESULT IN THE REQUEST BEING DEEMED CONFIRMED**" and is accompanied by the information and documents required above and City fails to respond or to deny such request for confirmation in writing within such sixty (60) day period. Provided that no Event of Default is then continuing, Developer's request for approval of a transfer that is not a Permitted Transfer shall be deemed Approved (except if the request includes a Foreign

Instrumentality as a transferee) if the first correspondence from Developer to the City requesting such approval is in an envelope marked “**PRIORITY**” and contains a bold-faced, conspicuous (in a font size that is not less than fourteen (14)) legend at the top of the first page thereof stating that **“THIS IS A REQUEST FOR APPROVAL OF A TRANSFER UNDER SECTION [___] OF THE [DEVELOPMENT AGREEMENT] [GROUND LEASE], DATED AS OF [_____], 2022, AND FAILURE TO RESPOND TO THIS REQUEST WITHIN NINETY (90) DAYS WILL RESULT IN THE REQUEST BEING DEEMED APPROVED, PROVIDED IF THE REQUEST INCLUDES A FOREIGN INSTRUMENTALITY AS A TRANSFEREE, THE CITY’S FAILURE TO RESPOND IN THE AFFIRMATIVE WITHIN NINETY (90) DAYS SHALL BE DEEMED A REJECTION OF THE REQUEST”** and is accompanied by the information and documents required above and City fails to respond or to deny such request for Approval in writing within such ninety (90) day period. For the avoidance of doubt, if the City has not notified Developer, in writing, of the City Commission’s approval of a transfer that includes a Foreign Instrumentality as a transferee within the ninety (90) day period specified above, then such request shall be deemed rejected.

7. If the City notifies Developer, in writing, within the first thirty (30) days of such sixty (60) or ninety (90) day period, as applicable, that the information submitted is, on a commercially reasonable basis, incomplete, or insufficient (and specifies in what ways it is incomplete or insufficient), then Developer shall supplement such information, on a commercially reasonable basis, and the City shall then have thirty (30) days or sixty (60) days, respectively, after such supplemental information is provided to make its determination whether the proposed transferee meets the Acceptable Owner Criteria or to approve a transfer that is not a Permitted Transfer.

8. No confirmation by the City of a proposed transferee as an Acceptable Owner or its meeting of the Acceptable Owner Criteria shall have the effect of waiving or estopping the City from later claiming that said Acceptable Owner is no longer developing, operating or maintaining the Project according to the terms of the [Development Agreement] [Ground Lease].

F. Interpretation:

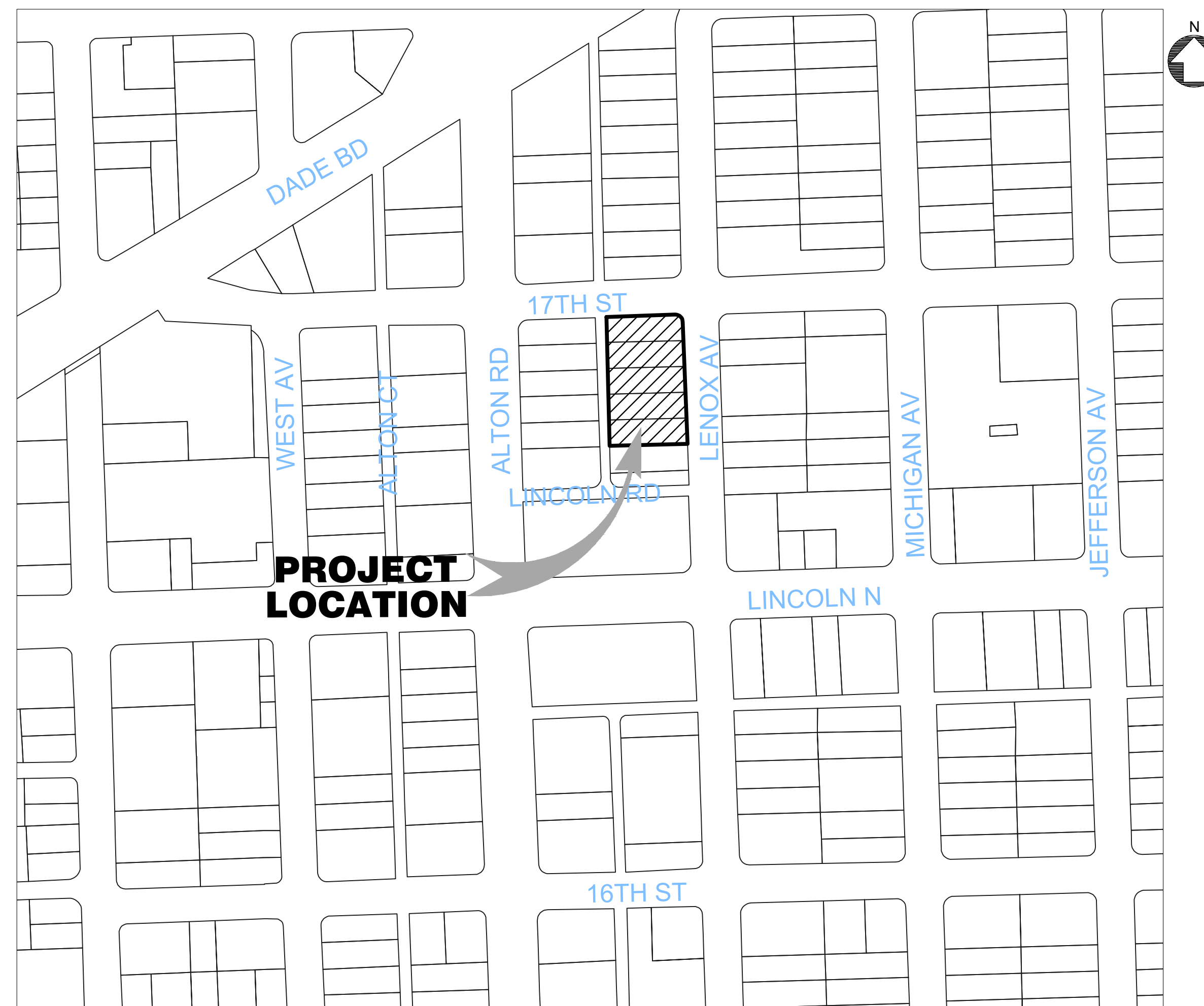
1. All acts and omissions as well as rights and duties shall be done in a commercially reasonable manner, unless the standard of “sole discretion” is used.

2. The implied covenant of good faith and fair dealing under Florida law is expressly adopted.

Addendum D

LEGAL DESCRIPTIONS

**SECTION 34 - TOWNSHIP 53 SOUTH - RANGE 42 EAST
LYING AND BEING IN THE CITY OF MIAMI BEACH, FLORIDA**



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S REPORT:

DATE OF FIELD SURVEY:

The date of completion of field Survey was on November 12, 2021.

LEGAL DESCRIPTION:

Lots 9, 10, 11, 12 and 13, Block 39 of "PALM VIEW SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 6 Page 29 of the Public Records of Miami-Dade, Florida

Containing 37,454 s.q. f.t. and/or 0.86 acres, more or less, by calculations.

ACCURACY:

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the Minimum Technical Standards requirement for Suburban Area (Linear: 1 foot in 7,500 feet) as defined in Rule 5J-17.051, Florida Administrative Code.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100' of a foot on hard surfaces and 1/10' of a foot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10' of a foot.

This Map of Survey is intended to be displayed at a scale of One inch equals Twenty feet or smaller.

PERTINENT INFORMATION USED FOR SURVEY:

For Horizontal Control:

Bearings and Coordinates are relative to the State Plane Coordinate System, Florida East Zone (0901), North American Datum (N.A.D.) of 1983, adjustment of 2011 (NAD 83 / 2011) Epoch 2010.0000; with a bearing of N88°00'47"E, being established for the centerline of 17th STREET, said line to be considered a well established and monumented line.

Global Positioning System (G.P.S.), measurements were conducted in the field to acquire said coordinate values, which are based on the connection with the following Horizontal Control Stations:

Name: Davie Code: FLTD Geographic Coordinates: Latitude: 26° 07' 14.23359" N Longitude: 80° 20' 47.49327" W State Plane Coordinates: Northing: 650069.42 US Feet Easting: 870503.57 US Feet Ellipsoid Height (Meters): -15.332	Name: North Dade Code: FLND Geographic Coordinates: Latitude: 25° 57' 56.76772" N Longitude: 80° 10' 02.22301" W State Plane Coordinates: Northing: 594119.571 US Feet Easting: 929757.558 US Feet Ellipsoid Height (Meters): -17.368	Name: District 6 Code: FLD6 Geographic Coordinates: Latitude: 25° 46' 49.67325" N Longitude: 80° 22' 35.34835" W State Plane Coordinates: Northing: 526,386.02 US Feet Easting: 861,341.77 US Feet Ellipsoid Height (Meters): -15.104
--	---	---

All referenced Stations are part of the Florida Permanent Reference Network (FPRN - www.dot.state.fl.us/surveyingandmapping/fprn.shtm)

All measurements are in U.S. Survey feet.

For Vertical Control:

All elevations shown hereon are based on the North American Vertical Datum of 1988 (N.A.V.D. 88), and a Benchmark supplied by the Public Works Department of Miami-Dade County, Florida.

Benchmark: A-36 Elevation: 7.34'(N.G.V.D. 29)-1.55=5.79' (N.A.V.D. 88)

Located at DADE BLVD --- 41.9' SOUTH OF C/L
ALTON RD --- 90' WEST OF C/L

Benchmark: C-100 Elevation: 11.06'(N.G.V.D. 29)-1.55=9.51' (N.A.V.D. 88)

Located at DADE BLVD --- 25' SOUTH OF C/L OF EASTBOUND LANE
WEST AVE --- BRIDGE OVER COLLINS CANAL
BAY RD --- 65' EAST OF C/L OF ROAD

This project area appears to be located in a Flood Zone "AE" with the Base Flood Elevation being 8.0 feet (N.G.V.D'29), as per Federal Emergency Management Agency (FEMA) Community-Panel Number 120651 (City of Miami Beach), Map No. 12086C0317, Suffix L, Map Revised Date: September 11, 2009.

Plat of "PALM VIEW SUBDIVISION," recorded in Plat Book 6 at Page 29 of the Public Records of Miami-Dade County, Florida.



RESTRICTIONS:

Since no other information were furnished other than that is cited under pertinent information, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami-Dade County, Florida.

The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear of Public Records of this County.

No excavation or determination was made as to how the Subject Property is served by utilities.

No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

PURPOSE OF SURVEY:

The purpose of this survey is for design.

CLIENT INFORMATION:

This Topographic Survey was prepared at the insistence of and certified To:

City of Miami Beach Public Works Department.

SURVEYOR'S CERTIFICATE:

I hereby certify, That this "Topographic Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Topographic Survey" meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Corporation
Florida Certificate of Authorization Number LB7335
This Item has been digitally signed by:

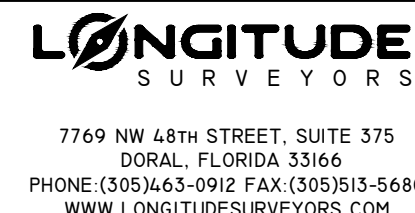
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida
Date _____

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.



NEIGHBORHOOD:
MIAMI BEACH PARKING LOT(BETWEEN JEFFERSON AVE. AND MERIDIAN AVE.)

TITLE:
MAP OF BOUNDARY & TOPOGRAPHIC SURVEY



CITY MANAGER: ALINA HUDAK
PUBLIC WORKS DEPARTMENT DIRECTOR:
JOSE GOMEZ, P.E.
OFFICE OF CAPITAL IMPROVEMENT PROJECTS
DIRECTOR:
CITY ENGINEER: DAVID MARTINEZ, P.E.

ENGINEER OF RECORD _____
DESIGN ENGINEER: _____
DRAWN BY: JG
CHECKER: GS
SCALE: 1" = 20'

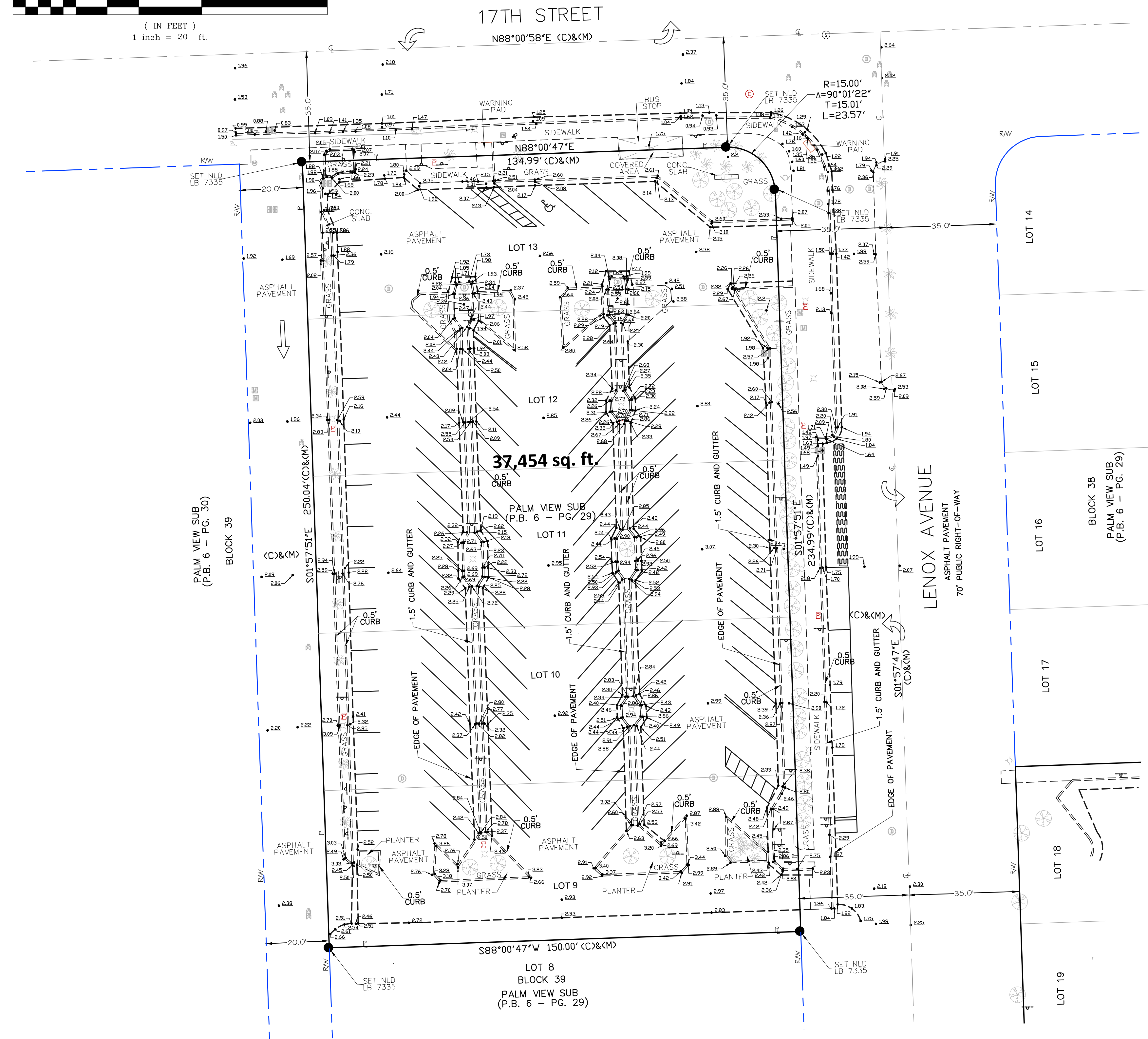
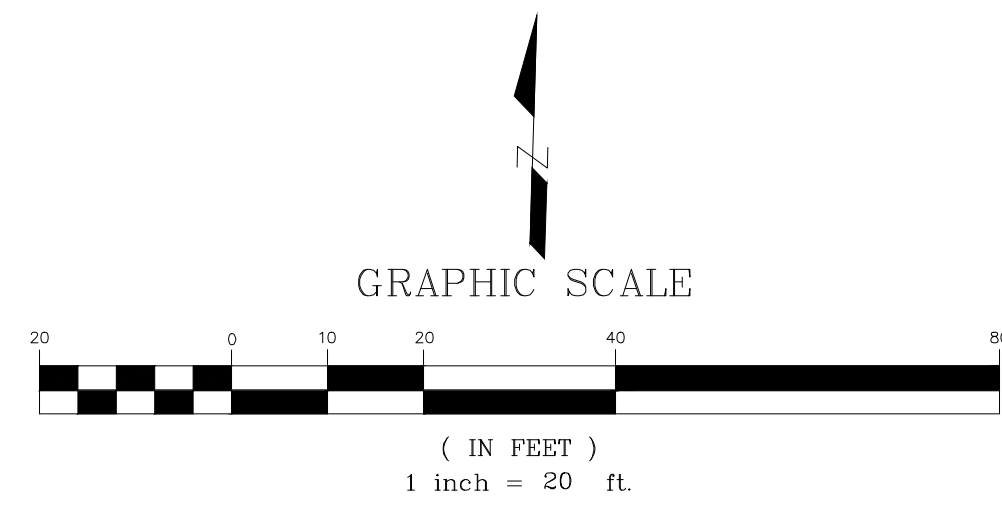
ENGINEER OF RECORD: _____

5			
4			
3			
2			
1			
NO.	DATE	REVISION	APPD. BY

File Name: 21443.0.01 Topographic Survey- 1680 Lenox Ave.dwg
Survey Reference:
Field Book: N/A Page: N/A Work Order: _____
Date: 11/15/2021 Sheet: 1 of 2 Drawing: 2021

LEGEND & ABBREVIATIONS:

- ASPH. ASPHALT
- BM BENCH MARK
- BW BACK OF SIDEWALK
- CB CATCH BASIN
- CBS CONCRETE BLOCK STRUCTURE
- C&G CURB AND GUTTER
- C CENTERLINE
- CL CLEARANCE
- CLF CHAIN LINK FENCE
- CM CONCRETE MONUMENT
- CONC. CONCRETE
- DH DRILL HOLE
- EL. ELEVATION
- EM EXISTING ELECTRIC METER
- EO EXISTING ELECTRIC OUTLET
- EGM EXISTING GAS MAIN VALVE BOX
- EGMH EXISTING GAS MANHOLE
- EGWA EXISTING GUY WIRE AND ANCHOR
- ELPL EXISTING LIGHT POLE LOW LEVEL
- ELSP EXISTING LANDSCAPE SHRUBS
- ELOP EXISTING ORNAMENTAL PLANT
- ELOW EXISTING OVERHEAD WIRES
- ELP EXISTING PALM
- ELPM EXISTING PARKING METER
- ELWMB EXISTING WATER METER BOX
- ELWV EXISTING WATER VALVE
- ELWPB EXISTING WIRING PULL BOX
- AL ARC LENGTH
- MH MANHOLE
- PAV. PAVEMENT
- PCC POINT OF COMPOUND CURVATURE
- PL PROPERTY LINE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCE
- PP POWER POLE
- PRC POINT OF REVERSE CURVE
- PT POINT OF TANGENCY
- FD IP FOUND IRON PIPE
- FL FLOW LINE
- IP IRON PIPE
- STA STATION
- PC POINT OF CURVATURE
- HDPE HIGH DENSITY POLYETHYLENE
- PVC POLYVINYL POLYMER
- CIPP CURED IN PLACE PIPE LINER
- sq. ft. SQUARE FEET
- Ø DIAMETER
- EB EXISTING CATCH BASIN
- EBM EXISTING ELECTRICAL MANHOLE
- ESM EXISTING SEWER MANHOLE
- ES EXISTING SIGN
- ESDM EXISTING STORM DRAINAGE MANHOLE
- ETB EXISTING TELEPHONE BOX
- R/W RIGHT-OF-WAY
- T.B.M. TEMPORARY BENCH MARK
- TC TOP OF CURB
- W.M. WATER METER
- Δ CENTRAL ANGLE
- XXX DENOTES EXISTING ELEVATION
- XXX DENOTES PROPOSED ELEVATION
- ET EXISTING TREE
- ETM EXISTING TELEPHONE MANHOLE
- R RADIUS
- AP EXISTING POWER POLE
- EH EXISTING FIRE HYDRANT
- EBFP EXISTING BACK FLOW PREVENTER
- EWB EXISTING WATER BOX
- EMB EXISTING MAIL BOX
- ECATV EXISTING CATTV
- IRV EXISTING IRRIGATION VALVE
- ECV EXISTING COVER VALVE
- ETSB EXISTING TRAFFIC SIGNAL BOX
- EGV EXISTING GAS VALVE
- EB EXISTING BOLLARD
- TL TRAFFIC LIGHT
- BR EXISTING BIKE RIGHT



5			
4			
3			
2			
1			
NO.	DATE	REVISION	APP'D. BY

**SECTION 34 - TOWNSHIP 53 SOUTH - RANGE 42 EAST
LYING AND BEING IN THE CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA**



**LOCATION MAP
(NOT TO SCALE)**

SURVEYOR'S REPORT:

DATE OF FIELD SURVEY:

The date of completion of field Survey was on November 12, 2021.

LEGAL DESCRIPTION:

Lots 7, 8, 9, 18, 19 AND 20, Block 38, together with the portion of a 20 Foot Alley, Bounded on the East by the West Right-of-Way line of Michigan Avenue, and bounded on the West by the East Right-of-Way line of Lenox Avenue, as shown in "PALM VIEW SUBDIVISION OF THE ALTON BEACH REALTY COMPANY", according to the Plat thereof, as recorded in Plat Book 6 Page 29 of the Public Records of Miami-Dade County, Florida.

Containing 48,000 s.q. f.t. and/or 1.10 acres, more or less, by calculations.

ACCURACY:

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the Minimum Technical Standards requirement for Suburban Area (Linear: 1 foot in 7,500 feet) as defined in Rule 5J-17.051, Florida Administrative Code.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 of a foot on hard surfaces and 1/10 of a foot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

This Map of Survey is intended to be displayed at a scale of One inch equals Twenty feet or smaller.

DATA SOURCES USED FOR SURVEY:

For Horizontal Control:

Bearings and Coordinates are relative to the State Plane Coordinate System, Florida East Zone (0901), North American Datum (N.A.D.) of 1983, adjustment of 2011 (NAD 83 / 2011) Epoch 2010.0000; with a bearing of S01°57'51"E, being established for the centerline of Michigan Avenue, said line to be considered a well established and monumented line.

Global Positioning System (G.P.S.), measurements were conducted in the field to acquire said coordinate values, which are based on the connection with the following Horizontal Control Stations:

Name: Miami Beach	Name: District 6
Code: FLMB	Code: FLD6
Geographic Coordinates:	Geographic Coordinates:
Latitude: 25° 46' 57.83786" N	Latitude: 25° 46' 49.67325"N
Longitude: 80° 8' 14.16764" W	Longitude: 80° 22' 35.34835" W
State Plane Coordinates:	State Plane Coordinates:
Northing: 527654.44 US Feet	Northing: 526,386.02 US Feet
Easting: 940056.84 US Feet	Easting: 861,341.77 US Feet
Ellipsoid Height (Meters): -15.522	Ellipsoid Height (Meters): -15.104

All referenced Stations are part of the Florida Permanent Reference Network (FPRN - www.dot.state.fl.us/surveyingandmapping/fprn.shtm)

All measurements are in U.S. Survey feet.

For Vertical Control:

All elevations shown hereon are based on the North American Vertical Datum of 1988 (N.A.V.D. 88), and a Benchmark supplied by the Public Works Department of Miami-Dade County, Florida.

Benchmark: A-36 Elevation: 7.34'(N.G.V.D. 29)-1.55=5.79' (N.A.V.D. 88)

Located at DADE BLVD --- 41.9' SOUTH OF C/L
ALTON RD --- 90' WEST OF C/L

Benchmark: C-100 Elevation: 11.06'(N.G.V.D. 29)-1.55=9.51' (N.A.V.D. 88)

Located at DADE BLVD --- 25' SOUTH OF C/L OF EASTBOUND LANE
WEST AVE --- BRIDGE OVER COLLINS CANAL
BAY RD --- 65' EAST OF C/L OF ROAD

This project area appears to be located in a Flood Zone "AE" with the Base Flood Elevation being 8.0 feet (N.G.V.D'29), as per Federal Emergency Management Agency (FEMA) Community-Panel Number 120651 (City of Miami Beach), Map No. 12086C0317, Suffix L, Map Revised Date: September 11, 2009.

Plat of "PALM VIEW SUBDIVISION," recorded in Plat Book 2 at Page 81 of the Public Records of Miami-Dade County, Florida.

F.D.O.T. MAINTENANCE MAP SR A1A (5th STREET) SECTION 87060-2581 SHEET 1 TO 9, RB 152 PG 34

RESTRICTIONS:

Since no other information were furnished other than that is cited under data sources used for survey, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami-Dade County, Florida.

The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear of Public Records of this County.

No excavation or determination was made as to how the Subject Property is served by utilities.

No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

PURPOSE OF SURVEY:

The purpose of this survey is for design.

CLIENT INFORMATION:

This Topographic Survey was prepared at the insistence of and certified To:

City of Miami Beach Public Works Department.

SURVEYOR'S CERTIFICATE:

I hereby certify. That this "Topographic Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Topographic Survey" meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Corporation
Florida Certificate of Authorization Number LB7335
This Item has been digitally signed by:

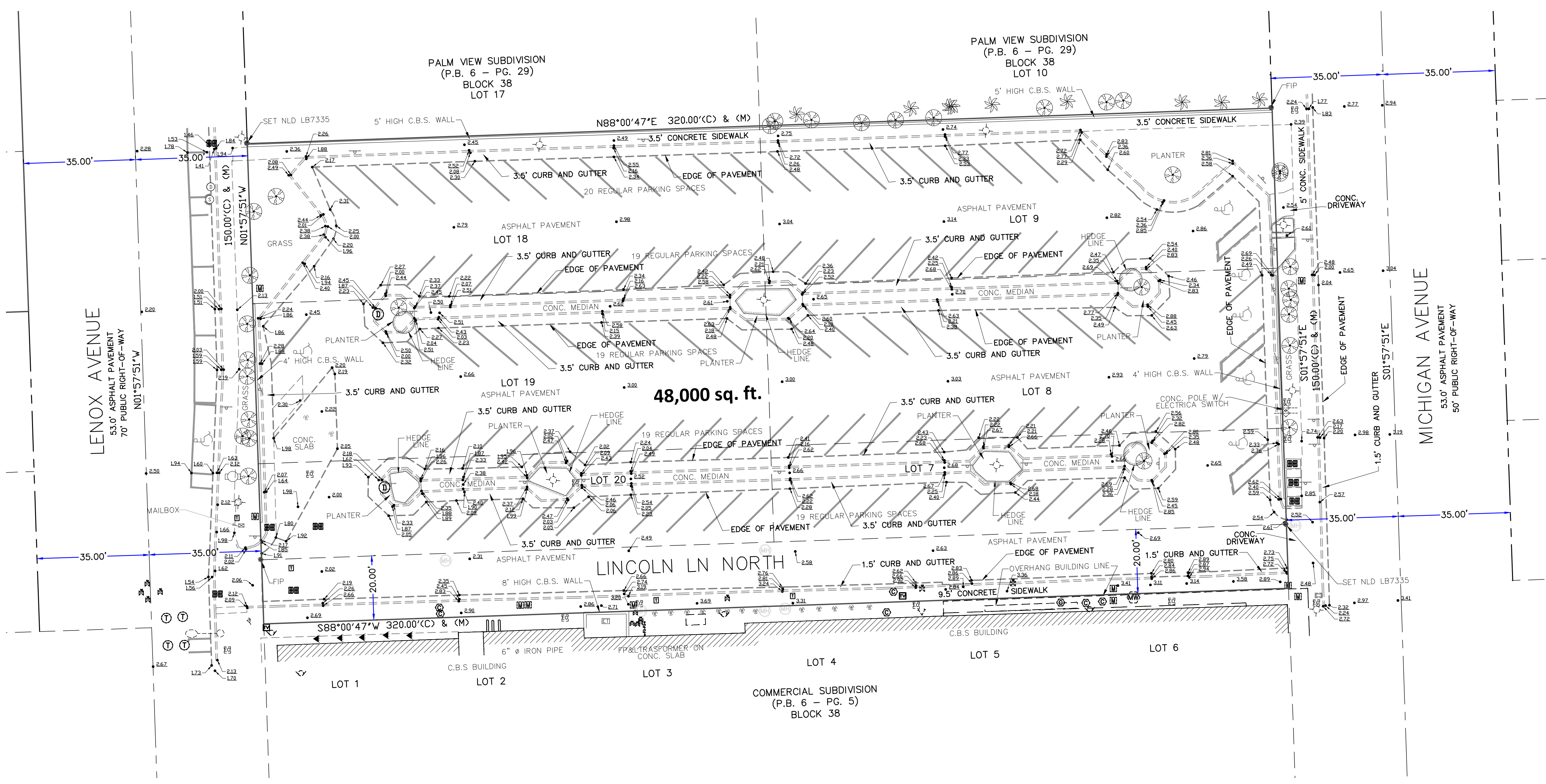
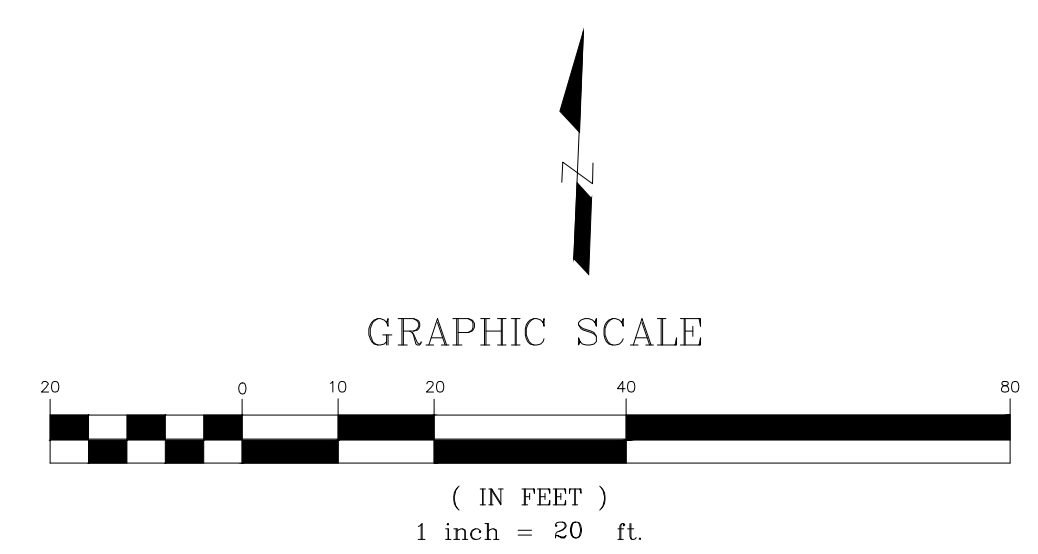
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida
Date

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139	NEIGHBORHOOD: MIAMI BEACH PARKING LOT(BETWEEN LENOX AVE. AND MICHIGAN AVE.)	 7769 NW 43th STREET, SUITE 375 DORAL, FLORIDA 33166 PHONE:(305)463-0912 FAX:(305)513-5680 WWW.LONGITUDESURVEYORS.COM	CITY MANAGER: ALINA HUDAK PUBLIC WORKS DEPARTMENT DIRECTOR: JOSE GOMEZ, P.E. OFFICE OF CAPITAL IMPROVEMENT PROJECTS DIRECTOR: CITY ENGINEER: DAVID MARTINEZ, P.E.	PSM _____ DRAWN BY: JM CHECKER: GS SCALE: 1" = 20'	SURVEYOR OF RECORD: _____ _____ _____ NO. DATE REVISION APP'D. BY	File Name: 21443.0.01 Topographic Survey 11-12-21.dwg Survey Reference: Field Book: <u>N/A</u> Page: <u>N/A</u> Work Order: <u>W013400</u> Date: <u>11/15/2021</u> Sheet: <u>1</u> of <u>2</u> Drawing: <u>2021</u>
	TITLE: MAP OF BOUNDARY & TOPOGRAPHIC SURVEY		FOOTAGE: 1 04-26-22 REVISED SURVEY TO INCLUDE SQUARE JA 2 3 4			

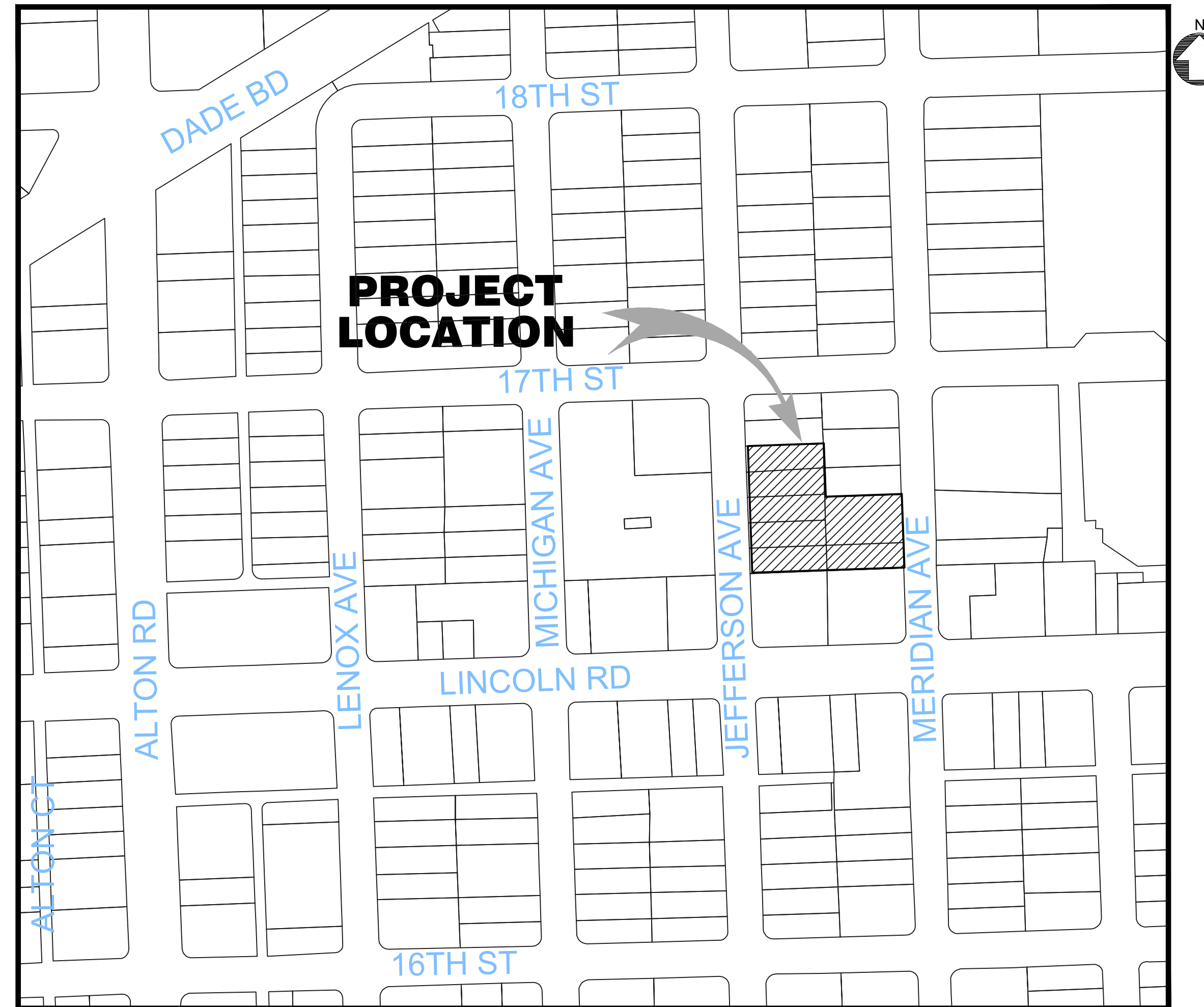
LEGEND & ABBREVIATIONS:

- ASPH. ASPHALT
- BM BENCH MARK
- BW BACK OF SIDEWALK
- CB CATCH BASIN
- CBS CONCRETE BLOCK STRUCTURE
- C&G CURB AND GUTTER
- CL CENTERLINE
- CL CLEARANCE
- CLF CHAIN LINK FENCE
- CM CONCRETE MONUMENT
- CONC. CONCRETE
- DH DRILL HOLE
- EL. ELEVATION
- EXISTING ELECTRIC METER
- EXISTING ELECTRIC OUTLET
- EXISTING GAS MAIN VALVE BOX
- EXISTING GAS MANHOLE
- EXISTING GUY WIRE AND ANCHOR
- EXISTING LIGHT POLE LOW LEVEL
- EXISTING LANDSCAPE SHRUBS
- EXISTING ORNAMENTAL PLANT
- EXISTING OVERHEAD WIRES
- EXISTING PALM
- EXISTING PARKING METER
- EXISTING WATER METER BOX
- EXISTING WATER VALVE
- EXISTING WIRING PULL BOX
- ARC LENGTH
- MH MANHOLE
- PAV. PAVEMENT
- PCC POINT OF COMPOUND CURVATURE
- PL PROPERTY LINE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PP POWER POLE
- PRC POINT OF REVERSE CURVE
- PT POINT OF TANGENCY
- FIP FOUND IRON PIPE
- NLD NAIL AND DISC
- IP IRON PIPE
- STA STATION
- PC POINT OF CURVATURE
- HDPE HIGH DENSITY POLYETHYLENE
- PVC POLYVINYL POLYMER
- CIPP CURED IN PLACE PIPE LINER
- sq. ft. SQUARE FEET
- ϕ DIAMETER
- EXISTING CATCH BASIN
- EXISTING ELECTRICAL MANHOLE
- EXISTING SEWER MANHOLE
- EXISTING SIGN
- EXISTING STORM DRAINAGE MANHOLE
- EXISTING TELEPHONE BOX
- R/W RIGHT-OF-WAY
- T.B.M. TEMPORARY BENCH MARK
- TC TOP OF CURB
- W.M. WATER METER
- Δ CENTRAL ANGLE
- Δ DENOTES EXISTING ELEVATION
- Δ DENOTES PROPOSED ELEVATION
- EXISTING TREE
- EXISTING TELEPHONE MANHOLE
- R RADIUS
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING BACK FLOW PREVENTER
- EXISTING WATER BOX
- EXISTING MAIL BOX
- EXISTING CATTV
- EXISTING IRRIGATION VALVE
- EXISTING COVER VALVE
- EXISTING TRAFFIC SIGNAL BOX
- EXISTING GAS VALVE
- EXISTING BOLLARD
- TRAFFIC LIGHT
- EXISTING BIKE RACK



	NEIGHBORHOOD: PARKING LOT BETWEEN LENOX AVE. & MICHIGAN AVE. AND LINCOLN ROAD & 17 STREET		CITY MANAGER: ALINA HUDAK PUBLIC WORKS DEPARTMENT DIRECTOR: JOSE GOMEZ, P.E. OFFICE OF CAPITAL IMPROVEMENT PROJECTS DIRECTOR: CITY ENGINEER: DAVID MARTINEZ, P.E.	PSM _____ DRAWN BY: SF CHECKER: GS SCALE: 1" = 20'	SURVEYOR OF RECORD: 5 4 3 2 1	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>04-26-22</td> <td>FOOTAGE</td> </tr> <tr> <td>2</td> <td></td> <td>REVISED SURVEY TO INCLUDE SQUARE</td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> </table>	NO.	DATE	REVISION	1	04-26-22	FOOTAGE	2		REVISED SURVEY TO INCLUDE SQUARE	3			4			5			File Name: 21443.0.01 Topographic Survey 11-12-21.dwg Survey Reference: Field Book: N/A Page: N/A Work Order: W013400 Date: 06/22/2021 Sheet: 2 of 2 Drawing: 2021
	NO.		DATE	REVISION																					
1	04-26-22	FOOTAGE																							
2		REVISED SURVEY TO INCLUDE SQUARE																							
3																									
4																									
5																									
TITLE: MAP OF BOUNDARY & TOPOGRAPHIC SURVEY	7769 NW 48TH STREET, SUITE 375 DORAL, FLORIDA 33166 PHONE: (305) 463-0912 FAX: (305) 515-5680 WWW.LONGITUDESURVEYORS.COM	APPD. BY: _____																							

**SECTION 34 - TOWNSHIP 53 SOUTH - RANGE 42 EAST
LYING AND BEING IN THE CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA**



**LOCATION MAP
(NOT TO SCALE)**

SURVEYOR'S REPORT:

DATE OF FIELD SURVEY:

The date of completion of field Survey was on November 13, 2021.

LEGAL DESCRIPTION:

Lots 2,3, SOUTH 45 FEET LOT 4, 11,12, 13, 14 AND 15, Block 36 of "AMENDED PLAT OF GOLF COURSE SUBDIVISION OF THE ALTON BEACH REALTY COMPANY", according to the Plat thereof, as recorded in Plat Book 6 Page 26 of the Public Records of Miami-Dade, Florida.

Containing 59,273 s.q. f.t. and/or 13.61 acres, more or less, by calculations.

ACCURACY:

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the Minimum Technical Standards requirement for Suburban Area (Linear: 1 foot in 7,500 feet) as defined in Rule 5J-17.051, Florida Administrative Code.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 of a foot on hard surfaces and 1/10 of a foot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

This Map of Survey is intended to be displayed at a scale of One inch equals Twenty feet or smaller.

PERTINENT INFORMATION USED FOR SURVEY:

For Horizontal Control:

Bearings and Coordinates are relative to the State Plane Coordinate System, Florida East Zone (0901), North American Datum (N.A.D.) of 1983, adjustment of 2011 (NAD 83 / 2011) Epoch 2010.0000; with a bearing of S01°57'51"E, being established for the centerline of Meridian Avenue, said line to be considered a well established and monumented line.

Global Positioning System (G.P.S.), measurements were conducted in the field to acquire said coordinate values, which are based on the connection with the following Horizontal Control Stations:

Name: Davie Code: FTLD Geographic Coordinates: Latitude: 26° 07' 14.23359" N Longitude: 80° 20' 47.49327" W State Plane Coordinates: Northing: 650069.42 US Feet Easting: 870503.57 US Feet Ellipsoid Height (Meters): -15.332	Name: North Dade Code: FLND Geographic Coordinates: Latitude: 25° 57' 56.76772" N Longitude: 80° 10' 02.22301" W State Plane Coordinates: Northing: 594119.571 US Feet Easting: 929757.558 US Feet Ellipsoid Height (Meters): -17.368	Name: District 6 Code: FLD6 Geographic Coordinates: Latitude: 25° 46' 49.67325" N Longitude: 80° 22' 35.34835" W State Plane Coordinates: Northing: 526,386.02 US Feet Easting: 861,341.77 US Feet Ellipsoid Height (Meters): -15.104
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All referenced Stations are part of the Florida Permanent Reference Network (FPRN) - www.dot.state.fl.us/surveyingandmapping/fprn.shtm

All measurements are in U.S. Survey feet.

For Vertical Control:

All elevations shown hereon are based on the North American Vertical Datum of 1988 (N.A.V.D. 88), and a Benchmark supplied by the Public Works Department of Miami-Dade County, Florida.

Benchmark: A-36 Elevation: 11.06'(N.G.V.D. 29)-1.55=9.51' (N.A.V.D. 88)

Located at DADE BLVD --- 41.9' SOUTH OF C/L
ALTON RD --- 90' WEST OF C/L

Benchmark: C-100 Elevation: 11.06'(N.G.V.D. 29)-1.55=9.51' (N.A.V.D. 88)

Located at DADE BLVD --- 25' SOUTH OF C/L OF EASTBOUND LANE
WEST AVE --- BRIDGE OVER COLLINS CANAL
BAY RD --- 65' EAST OF C/L OF ROAD

This project area appears to be located in a Flood Zone "AE" with the Base Flood Elevation being 8.0 feet (N.G.V.D.29), as per Federal Emergency Management Agency (FEMA) Community-Panel Number 120651 (City of Miami Beach), Map No. 12086C0317, Suffix L, Map Revised Date: September 11, 2009.

Plat of "PALM VIEW SUBDIVISION," recorded in Plat Book 2 at Page 81 of the Public Records of Miami-Dade County, Florida.

F.D.O.T. MAINTENANCE MAP SR A1A (5th STREET) SECTION 87060-2581 SHEET 1 TO 9, RB 152 PG 34

RESTRICTIONS:

Since no other information were furnished other than that is cited under data sources used for Survey, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami-Dade County, Florida.

The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear of Public Records of this County.

No excavation or determination was made as to how the Subject Property is served by utilities.

No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

PURPOSE OF SURVEY:

The purpose of this survey is for design.

CLIENT INFORMATION:

This Topographic Survey was prepared at the insistence of and certified To:

City of Miami Beach Public Works Department..

SURVEYOR'S CERTIFICATE:

I hereby certify. That this "Topographic Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Topographic Survey" meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Corporation
Florida Certificate of Authorization Number LB7335
This Item has been digitally signed by:

Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida
Date

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.



NEIGHBORHOOD:
MIAMI BEACH PARKING LOT(BETWEEN JEFFERSON AVE. AND MERIDIAN AVE.)

TITLE:
MAP OF BOUNDARY & TOPOGRAPHIC SURVEY



CITY MANAGER: ALINA HUDAK
PUBLIC WORKS DEPARTMENT DIRECTOR:
JOSE GOMEZ, P.E.
OFFICE OF CAPITAL IMPROVEMENT PROJECTS
DIRECTOR:
CITY ENGINEER: DAVID MARTINEZ, P.E.

ENGINEER OF RECORD
DESIGN ENGINEER:
DRAWN BY: JM
CHECKER: EMS
SCALE: 1" = 20'

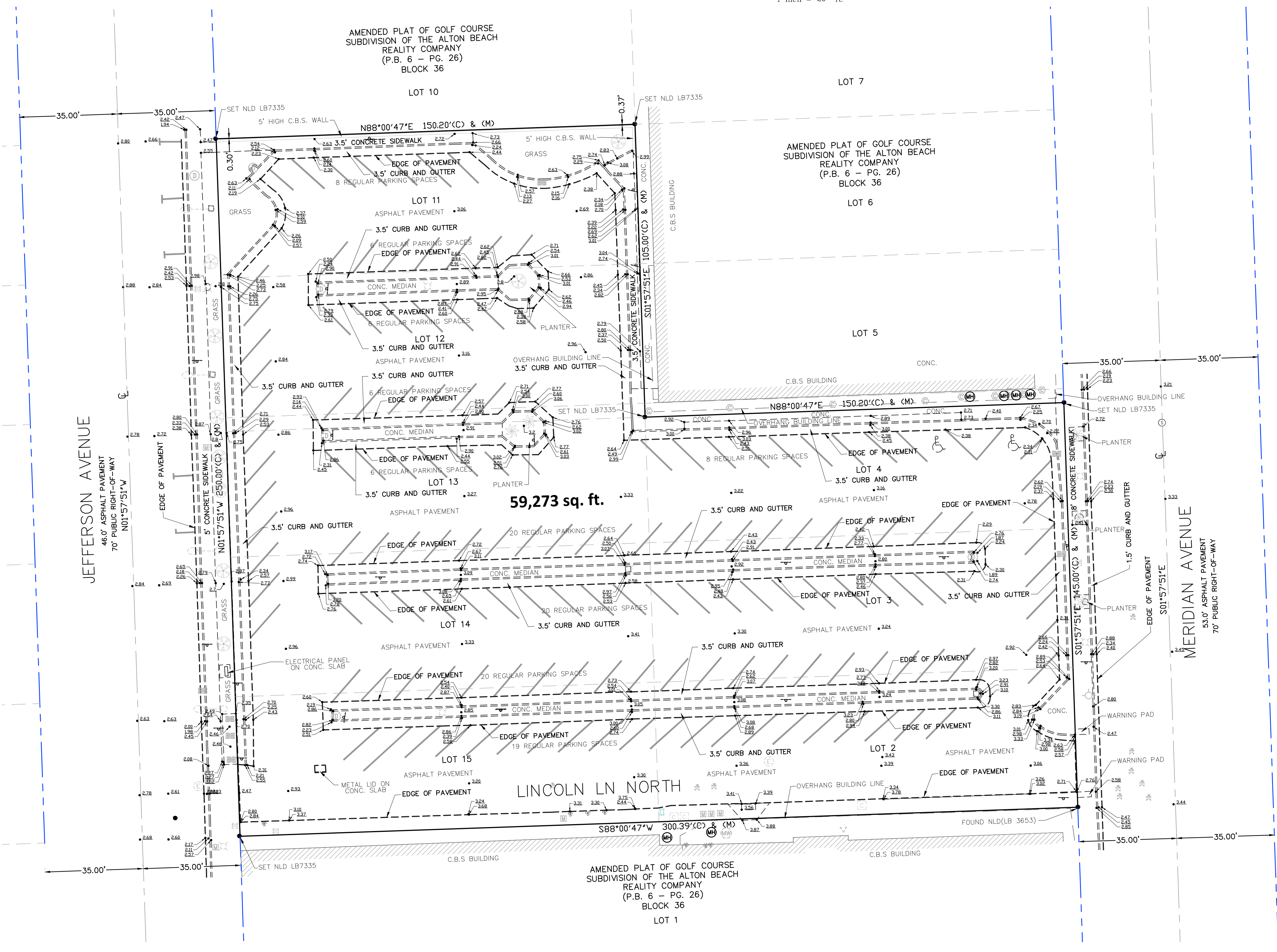
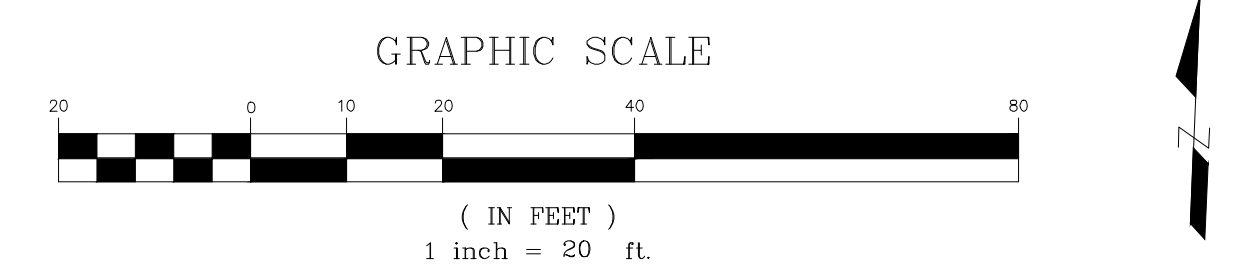
ENGINEER OF RECORD:

5			
4			
3			
2			
1			
NO.	DATE	REVISION	APP'D. BY

214430e0a1e0topographic Survey (MERIDIAN AVE).dwg
Survey Reference:
Field Book: N/A Page: N/A Work Order: _____
Date: 11/15/2021 Sheet: 1 of 2 Drawing: 2021

LEGEND & ABBREVIATIONS:

- ASPH. ASPHALT
- BM BENCH MARK
- BW BACK OF SIDEWALK
- CB CATCH BASIN
- CBS CONCRETE BLOCK STRUCTURE
- C&G CURB AND GUTTER
- CL CENTERLINE
- CL CLEARANCE
- CLF CHAIN LINK FENCE
- CM CONCRETE MONUMENT
- CONC. CONCRETE
- DH DRILL HOLE
- EL. ELEVATION
- EXISTING ELECTRIC METER
- EXISTING ELECTRIC OUTLET
- EXISTING GAS MAIN VALVE BOX
- EXISTING GAS MANHOLE
- EXISTING GUY WIRE AND ANCHOR
- EXISTING LIGHT POLE LOW LEVEL
- EXISTING LANDSCAPE SHRUBS
- EXISTING ORNAMENTAL PLANT
- EXISTING OVERHEAD WIRES
- EXISTING PALM
- EXISTING PARKING METER
- EXISTING WATER METER BOX
- EXISTING WATER VALVE
- EXISTING WIRING PULL BOX
- ARC LENGTH
- MH MANHOLE
- PAV. PAVEMENT
- PCC POINT OF COMPOUND CURVATURE
- PROPERTY LINE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCE
- PP POWER POLE
- PRC POINT OF REVERSE CURVE
- PT POINT OF TANGENCY
- FIP FOUND IRON PIPE
- NLD NAIL AND DISC
- IP IRON PIPE
- STA STATION
- PC POINT OF CURVATURE
- HDPE HIGH DENSITY POLYETHYLENE
- PVC POLYVINYL POLYMER
- CIPP CURED IN PLACE PIPE LINER
- sq. ft. SQUARE FEET
- DIAMETER
- EXISTING CATCH BASIN
- EXISTING ELECTRICAL MANHOLE
- EXISTING SEWER MANHOLE
- EXISTING SIGN
- EXISTING STORM DRAINAGE MANHOLE
- EXISTING TELEPHONE BOX
- R/W RIGHT-OF-WAY
- T.B.M. TEMPORARY BENCH MARK
- TC TOP OF CURB
- W.M. WATER METER
- CENTRAL ANGLE
- Denotes EXISTING ELEVATION
- Denotes PROPOSED ELEVATION
- EXISTING TREE
- EXISTING TELEPHONE MANHOLE
- R RADIUS
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING BACK FLOW PREVENTER
- EXISTING WATER BOX
- EXISTING MAIL BOX
- EXISTING CATTV
- EXISTING IRRIGATION VALVE
- EXISTING COVER VALVE
- EXISTING TRAFFIC SIGNAL BOX
- EXISTING GAS VALVE
- EXISTING BOLLARD
- TRAFFIC LIGHT
- EXISTING BIKE RIGHT



NEIGHBORHOOD:
MIAMI BEACH PARKING LOT (BETWEEN JEFFERSON AVE. AND MERIDIAN AVE.)

TITLE:
MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

LONGITUDE SURVEYORS
7769 NW 48th STREET, SUITE 375
DORAL, FLORIDA 33166
PHONE (305) 463-0912 FAX (305) 513-5680
WWW.LONGITUDESURVEYORS.COM

CITY MANAGER: ALINA HUDAK
PUBLIC WORKS DEPARTMENT DIRECTOR:
JOSE GOMEZ, P.E.
OFFICE OF CAPITAL IMPROVEMENT PROJECTS
DIRECTOR:
CITY ENGINEER: DAVID MARTINEZ, P.E.

ENGINEER OF RECORD:
DESIGN ENGINEER:
DRAWN BY: JM
CHECKER: EMS
SCALE: 1" = 20'

ENGINEER OF RECORD:	5
	4
	3
	2
	1
NO.	DATE

REVISION	
APPD. BY	

File: **14443.0.01 Topographic Survey (MERIDIAN AVE).dwg**
Survey Reference:
Field Book: **N/A** Page: **N/A** Work Order:
Date: **11/15/2021** Sheet: **2 of 2** Drawing: **2021**

Addendum E

CLIENT CONTRACT INFORMATION

Proposal and Contract for Services

CBRE, Inc.
777 Brickell Ave, Ste 1100
Miami, FL 33131
www.cbre.us/valuation
Stuart Lieberman, MAI
VAS - Vice President

March 16, 2022

Alina T. Hudak, City Manager
City of Miami Beach, Florida
1700 Convention Center Drive
Miami Beach, FL 33139
Phone: 305-673-7193
Email: rickellwilliams@miamibeachfl.gov

RE: Assignment Agreement:
Municipal Parking Lots P25, P26 & P27
1700 Lenox Avenue, 1701 Lenox Avenue & 1664 Meridian Avenue
Miami Beach, FL 33139

Dear Ms. Hudak:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

PROPOSAL SPECIFICATIONS

Purpose:	To estimate the Market Value of the referenced real estate
Premise:	As Is, As Complete, and As Stabilized of each property, with
Rights Appraised:	consideration of the highest and best use, as if rezoned as follows: (1) P25, combined CD2 & CD3 (maximum height of 70' and FAR 1.87; (2) P26, CD3; and (3) P27, CD3
Intended Use:	Fee Simple Land Value and Leasehold At Completion &
Intended User:	Stabilization Ground Lease Negotiations for proposed mixed-use development
Reliance:	The intended user is City of Miami Beach, Florida ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein). Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof, whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

Scope of Inspection:	<p>A full interior and exterior inspection of the property will be conducted and arranged with the property contact and performed by CBRE Valuations.</p> <p>If this expected property inspection is not possible due to unforeseen issues (such as lack of on-site personnel cooperation, physical obstructions, or appraiser/property contact health and safety concerns), the client will be promptly advised. The client may continue this assignment based on other inspection options agreed upon by CBRE and client or provide CBRE with a written notice to cancel. If CBRE determines that a credible appraisal result cannot be achieved due to inspection limitations, it will promptly provide the client with a written cancellation of this assignment.</p>
Valuation Approaches:	All three traditional approaches to value will be considered and utilized.
Report Type:	Standard Appraisal Report
Appraisal Standards:	USPAP
Appraisal Fee:	\$4,000.00 for Task 1 (land value only) \$12,000.00 for Task 2 (as if development scenarios are completed) If cancelled by either party before a completion, the fee will be based on CBRE's hourly rates for the time expended; plus actual expenses.
Expenses:	Fee includes all associated expenses
Retainer:	A retainer is not required for this assignment.
Payment Terms:	Final payment is due within thirty (30) days of your receipt of the final report. The full appraisal fee is considered earned upon delivery of the report and we will invoice you for the assignment in its entirety at the completion of the assignment.
Delivery Instructions:	CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.
Delivery Schedule:	An adobe PDF file will be delivered via e-mail to Rickellewilliams@miamibeachfl.gov
Preliminary Value:	Not Required
Draft Report:	Not Required
Final Report:	Task 1 due on or before 4/15/2022 Task 2 due on or before 5/15/2022
Start Date:	The appraisal process will start upon receipt of your signed agreement and the property specific data.
Acceptance Date:	These specifications are subject to modification if this proposal is not accepted within 5 business days from the date of this letter.

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties, including all intended users, hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.
Valuation & Advisory Services




Stuart Lieberman, MAI
VAS - Vice President
As Agent for CBRE, Inc.
T +1 305 3816472
stuart.lieberman@cbre.com

PROPERTY NAME	PROPERTY LOCATION	REPORT TYPE	APPRAISAL FEES
Municipal Parking Lots P25, P26 & P27	1700 Lenox Avenue, 1701 Lenox Avenue & 1664 Meridian Avenue, Miami Beach, FL 33139	Standard Appraisal	\$16,000.00
Assignment Total:			\$16,000.00

AGREED AND ACCEPTED

FOR CITY OF MIAMI BEACH, FLORIDA ("CLIENT"):

 Signature	_____
Alina T. Hudak Name	City Manager Title
305-673-7193 Phone Number	rickellewilliams@miamibeachfl.gov E-Mail Address

ADDITIONAL OPTIONAL SERVICE

Assessment & Consulting Services: CBRE's Assessment & Consulting Services group has the capability of providing a wide array of solution-oriented due diligence services in the form of property condition and environmental site assessment reports and other necessary due diligence service (seismic risk analysis, zoning compliance service, construction risk management, annual inspections, etc.).

Initial below if you desire CBRE to contact you to discuss a proposal for any part or the full complement of consulting services, or you may reach out to us at ACSProposals@cbre.com. We will route your request to the appropriate manager. For more information, please visit www.cbre.com/assessment.

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney


Date

04/04/22

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement") between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the appraisal office is located for the Appraiser executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Each party shall bear their own attorney fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request. Additional appraisal services, and the costs associated therewith, shall be subject to the written approval of client prior to appraiser commencing such additional work.
4. Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 5 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the office is located for the Appraiser executing the Agreement. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its expenses. Each party waives the right to a trial by jury in any action arising under this Agreement. Each party shall be responsible for their own attorney fees.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.
8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR

PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.

9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser; however, client is hereby granted a license to use the data and final report in connection with the transaction of client's official business, which will include compliance with public records laws including, without limitation, Chapter 119, Florida Statutes, and sharing the information with the public, including a public meeting. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material) on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.
16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution

of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report. Notwithstanding the foregoing or any other provision of this agreement, client shall be authorized to disclose the appraisal report to the general public in a public meeting; and, as permitted pursuant to Chapter 119, Florida Statutes.

17. **Time period for Legal Action.** Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or appraisals under this Agreement or (c) any acts or conduct relating to such services or appraisals, shall be filed within three (3) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

1. PLEASE NOTIFY US IMMEDIATELY IF ANY OTHER CBRE SERVICE LINE (INCLUDING CAPSTONE) IS INVOLVED IN THE BROKERAGE, FINANCING, INVESTMENT OR MANAGEMENT OF THIS ASSET.
2. Current title report and title holder name
3. Legal description
4. Survey and/or plat map
5. Site plan for proposed or entitled development, if applicable
6. Current county property tax assessment or tax bill
7. Details on any sale, contract, or listing of the property within the past three years
8. Engineering studies, soil tests or environmental assessments
9. Ground lease, if applicable
10. Planning/Zoning application or approval, if applicable
11. Any previous market/demand studies or appraisals
12. Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process
13. Any other information that might be helpful in valuing this property

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Stuart Lieberman, MAI
VAS - Vice President
stuart.lieberman@cbre.com
CBRE, Inc.
Valuation & Advisory Services
777 Brickell Ave, Ste 1100
Miami, FL 33131

Addendum F

QUALIFICATIONS

Stuart J. Lieberman, MAI

Vice President, Florida-Caribbean Region

CBRE



T +13053816472
M +13053816462
Stuart.lieberman@cbre.com

777 Brickell Avenue
Suite 1100
Miami, FL 33131

Clients Represented

- BankUnited
- Ocean Bank
- Centennial Bank
- C-III Asset Management
- City of Miami
- Miami-Dade County, Internal Services Dept.

Experience

Stuart J. Lieberman, MAI is a Vice president with over 30 years of real estate appraisal and consulting experience. Mr. Lieberman is in the Valuation & Advisory Services Group's Miami office in the South Florida/Caribbean Region.

Since 1987, Mr. Lieberman has provided real estate valuation and consulting services to the financial lending community, institutional clients, government agencies, corporate entities, legal & accounting professionals, developers and private individuals. Mr. Lieberman has experience providing market studies, feasibility studies, highest & best use analysis, market rent studies, expert testimony & litigation support and portfolio analysis.

Mr. Lieberman's experience encompasses a wide variety of property types including single & multi-family residential, senior housing, mobile home parks, high density urban & ocean front developments, open space & public parks, automobile dealerships, service stations & convenience stores, funeral homes, medical office & surgical centers, mixed-use office, financial institutions & branch banks, retail shopping centers & regional malls, parking garages, restaurants & night clubs, movie theatres, health & fitness clubs, marinas & shipping terminals, FBOs (fixed base operations), industrial flex warehouses, bulk distribution, truck terminals, refrigeration warehouses, R&D, business parks, self-storage facilities; and, special purpose properties, including bowling alleys, broadcasting facilities, car wash, historical properties, public & private schools, day care facilities, houses of worship & religious facilities, tourist attractions, sport arenas and entertainment venues & theatres.

Professional Affiliations / Accreditations

- Appraisal Institute – Designated Member No. 12003
- Certified General Real Estate Appraiser, State of Florida License RZ 1074
- Licensed Real Estate Broker – Associate, State of Florida License BK 0477878

Education

- University of South Florida, Tampa, FL, BA, Political Science – 1985
- Appraisal Institute, American Institute of Real Estate Appraisers, Society of Real Estate Appraisers and Florida Real Estate Commission core courses, electives and seminars.



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

FLORIDA REAL ESTATE APPRAISAL BD

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Experience

Kristin B. Repp is the Managing Director of CBRE Valuation and Advisory Services in South Florida. As the market leader with over 25 years of commercial real estate experience, Ms. Repp oversees VAS operations in South Florida with offices in Miami, Fort Lauderdale, Boca Raton, and West Palm Beach.

Ms. Repp leads a team of professionals that provide valuation and advisory services involving all property types. Ms. Repp has extensive valuation experience and has served a broad range of clients including commercial and investment banks, REITs, insurance companies, private corporations, investors, owners, developers, and attorneys. Her expertise incorporates all types of valuation services including appraisals, market and feasibility studies, real estate portfolios, financial reporting, estate planning, property tax consulting, and litigation support.

Ms. Repp was previously a Vice President with CBRE. Prior to joining CBRE, Ms. Repp gained a broad range of commercial real estate experience through various roles in financial analysis, consulting, acquisitions, due diligence, development, construction, and brokerage.

Professional Affiliations / Accreditations

- Appraisal Institute – Designated Member (MAI)
- Certified General Real Estate Appraiser, State of Florida, RZ2454
- CREW Network
- Appraisal Institute – South Florida Chapter
- CBRE Women’s Network
- Appraisal Institute Candidate Advisor

Education

- University of Wisconsin-Madison, Madison, Wisconsin
Bachelor of Business Administration – Real Estate and Finance (Double Major)



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