

CBRE VALUATION & ADVISORY SERVICES

APPRAISAL REPORT

SOBE TOSCANA
22 WASHINGTON AVENUE
MIAMI BEACH, FLORIDA 33139
CBRE FILE NO. 21-341SE-2435-1

CLIENT: CITY OF MIAMI BEACH

CBRE

Date of Report: September 24, 2021

Ms. Alina T. Hudak, City Manager
CITY OF MIAMI BEACH
1833 Bay Road, 2nd Floor
Miami Beach, Florida 33139

RE: Appraisal of: Sobe Toscana
22 Washington Avenue
Miami Beach, Miami Beach County, Florida 33139
CBRE, Inc. File No. 21-341SE-2435-1

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 property is a 204-square foot proposed utility easement in an existing 2,216 square foot sidewalk café area located at 22 Washington Avenue that is tenant leased from the City of Miami Beach in conjunction with the adjacent restaurant building located at 816 Commerce Street that is occupied by SoBe Toscana LLC (d/b/a Call Me Gaby). The subject site is intended for an underground easement area for a temporary grease trap during the construction interval while the existing restaurant building (not part of this analysis) is renovated.

The proposed underground easement will be "at & below" surface grade and is within the existing sidewalk café area owned by the City of Miami Beach. As such, we have been requested to estimate the market value; and the annual market rent of the proposed underground easement and-or license agreement area.

Based on the analysis contained in the following report, the market value and the annual market rent of the subject proposed easement area is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value & Rent Conclusions
Market Value	Fee Simple Estate	May 1, 2021	\$71,400
Annual Market Rent	Fee Simple Estate	May 1, 2021	\$5,406
Market Value	Easement Estate	May 1, 2021	\$17,350
Annual Market Rent	Easement Estate	May 1, 2021	\$1,314
Annual Market Rent	Revocable License	May 1, 2021	\$270
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).

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.

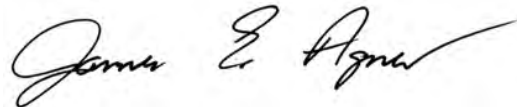
Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



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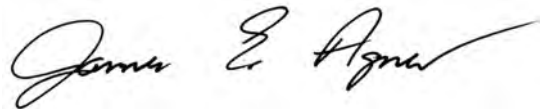
Certification

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 J. Lieberman, MAI and James E. Agner, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.
10. Stuart J. Lieberman, MAI has and James E. Agner, 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 J. Lieberman, MAI and James E. Agner, MAI have not provided any services, as an appraiser, regarding the property that is the subject of this report.



Stuart J. Lieberman, MAI
Cert Gen RZ1074



James E. Agner, MAI, AI-GRS, SGA, MRICS
Cert Gen RZ382

Subject Photographs

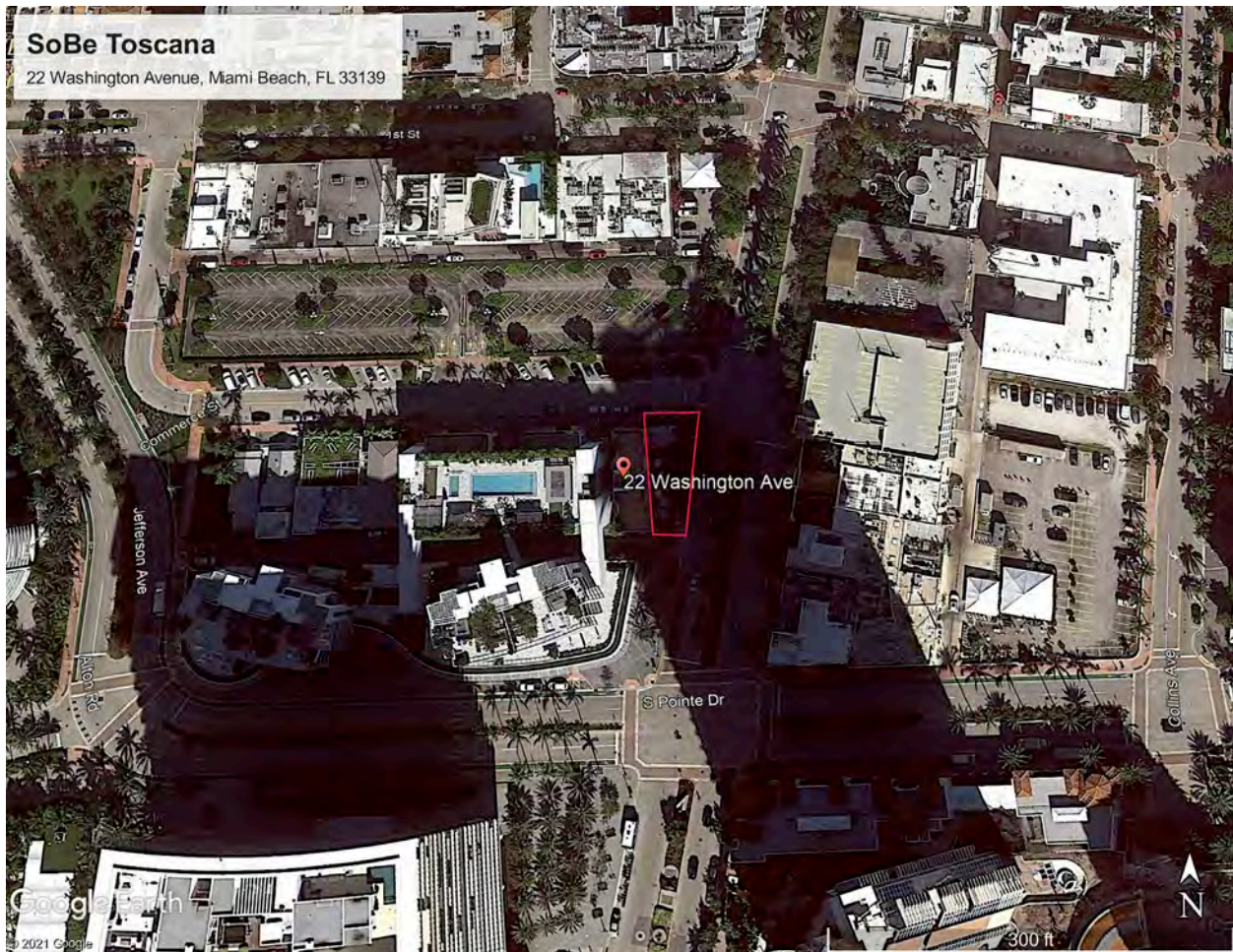




Photo 1 – View from Washington Avenue



Photo 2 – View from Washington Avenue



Photo 3– View of Existing Sidewalk Cafe



Photo 4 – View of Existing Sidewalk Cafe



Photo 5 – View of Proposed Temporary Grease Trap Area



Photo 6 – View of Proposed Temporary Grease Trap Area



Photo 7 – View from Alley



Photo 8 – Commerce Street Looking West



Photo 9 – Washington Avenue - North



Photo 10 – Washington Avenue - South

Executive Summary

Property Name	Sobe Toscana
Location	22 Washington Avenue Miami Beach, Miami Beach County, FL 33139
Parcel Number(s)	02-4203-009-2020, 2021 & 2030
Client	City of Miami Beach
Highest and Best Use	
As If Vacant	Setbacks and density contribution for any mixed-use multi-family apartment, hotel and-or commercial uses
As Improved	Existing sidewalk café use
Property Rights Appraised	Fee Simple Estate
Date of Inspection	April 20, 2021
Estimated Exposure Time	6 - 12 Months
Estimated Marketing Time	6 - 12 Months
Gross Land Area - Sidewalk Cafe	0.0509 AC 2,217 SF
Land Area - Proposed Utility Easement	0.0047 AC 204 SF
Zoning	CPS-1, Commercial Performance Standard, Limited Mixed-Use
Buyer Profile	Developer

VALUATION		Total	Per SF
Market Value On	May 1, 2021		
Cost Approach		Not Applicable	---
Sales Comparison Approach		\$71,400	\$350.00
Income Approach - Annual Market Rent		\$5,406	\$26.50

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value & Rent Conclusions
Market Value	Fee Simple Estate	May 1, 2021	\$71,400
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Compiled by CBRE			

STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

Strengths/ Opportunities

- The subject property is part of a high density, barrier island & resort community.
- The subject location is within the South of 5th submarket in Miami Beach with excellent walkability to high-rise condominium community, a municipal park with off-street parking support; and, a public bay walk overlooking Government Cut and Biscayne Bay.

- The subject property has a high ratio of outdoor seating that is very favorable for operations during the Covid-19 pandemic.
- The subject is in proximity to a major employment centers, supporting retail and entertainment.
- Investor and developer interest is very robust for vacant lots and redevelopment opportunities in the submarket.
- Historically low interest rates and unprecedented government stimulus in the wake of the Covid-19 pandemic.
- The State of Florida and the Miami-Dade County market are emerging from the pandemic.

Weaknesses/Threats

- None.

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

- None.

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

- None.

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 property is not reportedly being offered for sale as of the effective date of this appraisal.

However, we do note the leasehold interest in the sidewalk café is conveyed to SoBe Toscana LLC, a Florida limited liability company as tenant, for a 5-year base term from August 1, 2017 through July 31, 2022 plus one (1), four (4) year and nine (9) month renewal term (tenant lease agreement attached in Addenda section).

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

¹ The Appraisal Foundation, *USPAP, 2020-2021*

² The Appraisal Foundation, *USPAP, 2020-2021*

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 Sales Data	Off-Market	- 24.0	12.0
PwC National Investor Survey			
National Development Land Market	3.0	- 12.0	7.5
PwC Net Lease			
National Data	1.0	- 18.0	5.8
Local Market Professionals	3.0	- 9.0	6.0
CBRE Exposure Time Estimate	6 - 12 Months		
CBRE Marketing Period Estimate	6 - 12 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 for internal decision-making and negotiation purposes for a proposed easement and-or license agreement between the City of Miami Beach and SoBe Toscana, LLC, and no other use is permitted.

CLIENT

The client is City of Miami Beach.

INTENDED USER OF REPORT

This appraisal is to be used by the client, the City of Miami Beach and principals of SoBe Toscana, LLC, and no other user may rely on our report unless as specifically indicated in the report.

Intended Users - the intended user is the person (or entity) who the appraiser intends will use the results of the appraisal. The client may provide the appraiser with information about other potential users of the appraisal, but the appraiser ultimately determines who the appropriate users are given the appraisal problem to be solved. Identifying the intended users is necessary so that the appraiser can report the opinions and conclusions developed in the appraisal in a manner that is clear and understandable to the intended users. Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser's responsibility is to the intended users identified in the report, not to all readers of the appraisal report.³

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value and annual market rent of the subject property.

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

³ Appraisal Institute, The Appraisal of Real Estate, 14th ed. (Chicago: Appraisal Institute, 2013), 50.

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

DEFINITION OF MARKET RENT

Market rent is defined in the 14th Addition of The Appraisal of Real Estate as the most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).⁵

INTEREST APPRAISED

The value estimated represents the Fee Simple Estate and Easement 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.⁶

Easement Estate – A nonpossessory (incorporeal) interest in real property conveying use, but not ownership, of a portion of that property.⁷

The subject proposed easement is intended to be a temporary use and is assumed to be non-exclusive and revocable license agreement. According to Thomson Reuters FindLaw, a license is permission from the owner to a licensee to do something on the owner's property, with the following limitations highlighted:

- A license does not always require a written agreement.
- A license does not grant any interest in the property.
- A license cannot be transferred.
- A license is revocable.

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

⁵ Appraisal Institute, The Appraisal of Real Estate, 14th ed. (Chicago: Appraisal Institute, 2013), 50.

⁶ Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 90.

⁷ The Dictionary of Real Estate Appraisal, 5th ed., Chicago: Appraisal Institute, 2010., p.246

Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records
- legal description
- recorded plat

Extent to Which the Property is Inspected

The extent of the inspection included the following: on-site and surrounding environs.

Type and Extent of the Data Researched

CBRE reviewed the following:

- applicable tax data
- zoning requirements
- flood zone status
- demographics
- comparable sale, listing & rental 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. The steps required to complete each approach are discussed in the methodology section.

Data Resources Utilized in the Analysis

DATA SOURCES	
Item:	Source(s):
Site Data	
Size	Legal description, survey, existing sidewalk café lease & scope of work provided by client
Improved Data	
Building Area	Existing sidewalk café lease agreement and Miami-Dade County Property Appraiser
No. Bldgs.	Existing sidewalk café lease agreement and Miami-Dade County Property Appraiser
Parking Spaces	Off-site and on-street
Year Built/Developed	Public records
Economic Data	
Deferred Maintenance:	Not applicable
Building Costs:	Not applicable
Income Data:	Market data
Expense Data:	Market data
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.

Cost Approach

The cost approach is based on the proposition that the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land, or when it is improved with relatively unique or specialized improvements for which there exist few sales or leases of comparable properties.

Sales Comparison Approach

The sales comparison approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences, with the final estimate derived based on the general comparisons.

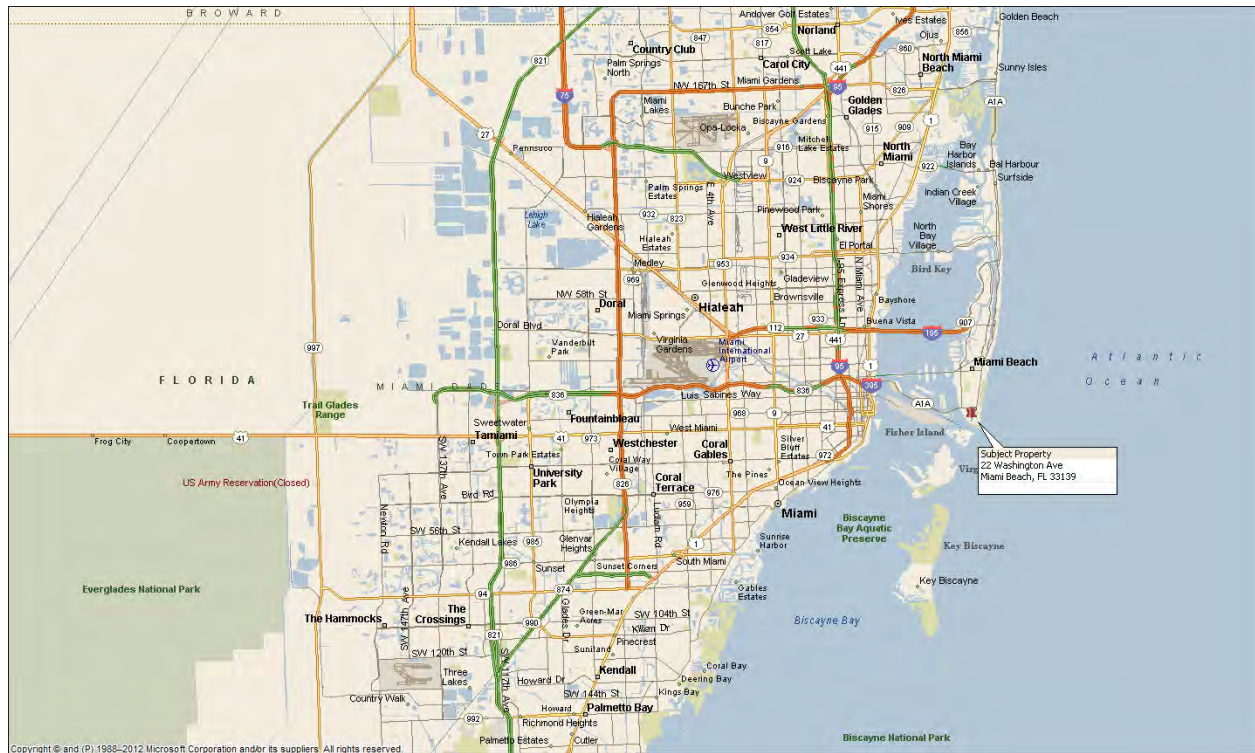
Income Capitalization Approach

The income capitalization approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the income capitalization approach are direct capitalization and the discounted cash flow (DCF) analysis.

Methodology Applicable to the Subject

For the purposes of this analysis, we have utilized the sales comparison approach to estimate the market value the subject property. We have also employed the income approach in order to develop an annual market rent for the subject property via a comparable rent survey and a rent multiplier method.

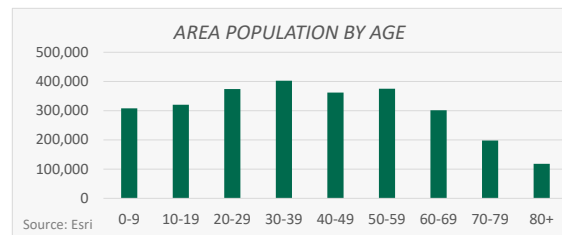
Area Analysis



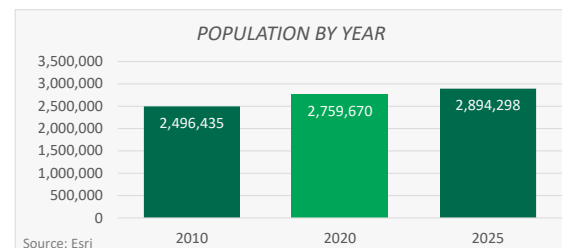
The subject is located in Miami-Dade County. Key information about the area is provided in the following tables.

POPULATION

The area has a population of 2,759,670 and a median age of 39, with the largest population group in the 30-39 age range and the smallest population in 80+ age range.

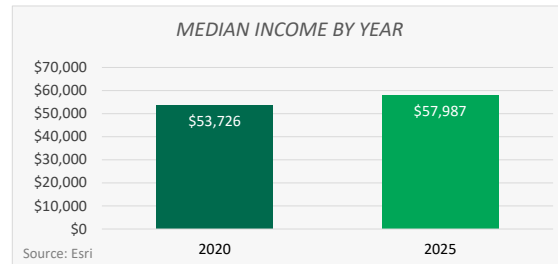


Population has increased by 263,235 since 2010, reflecting an annual increase of 1.0%. Population is projected to increase by an additional 134,628 by 2025, reflecting 1.0% annual population growth.



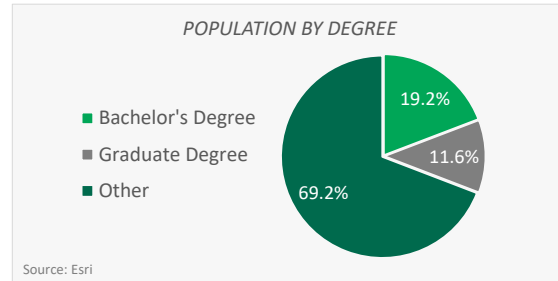
INCOME

The area features an average household income of \$80,823 and a median household income of \$53,726. Over the next five years, median household income is expected to increase by 7.9%, or \$852 per annum.

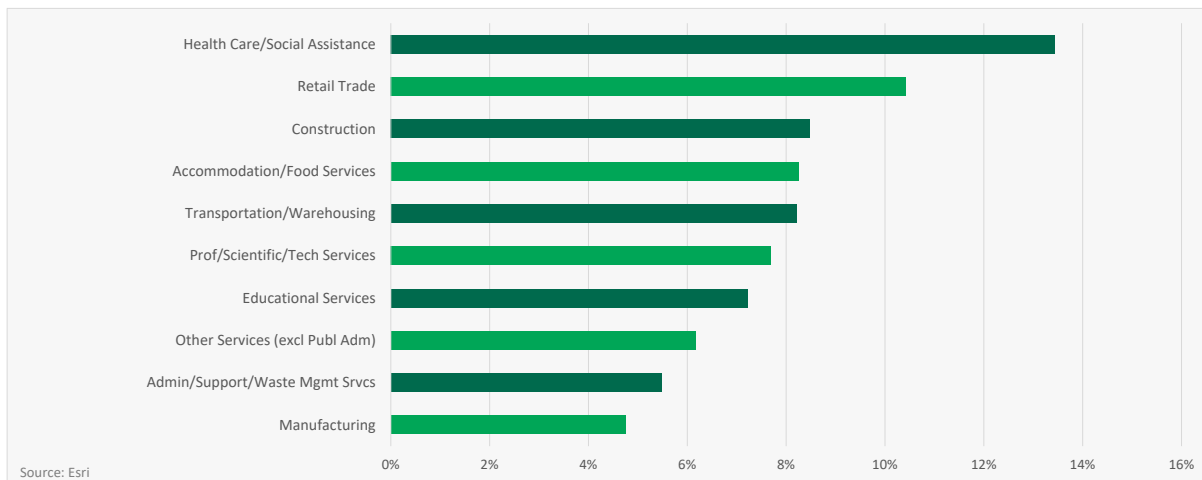


EDUCATION

A total of 30.8% of individuals over the age of 24 have a college degree, with 19.2% holding a bachelor's degree and 11.6% holding a graduate degree.

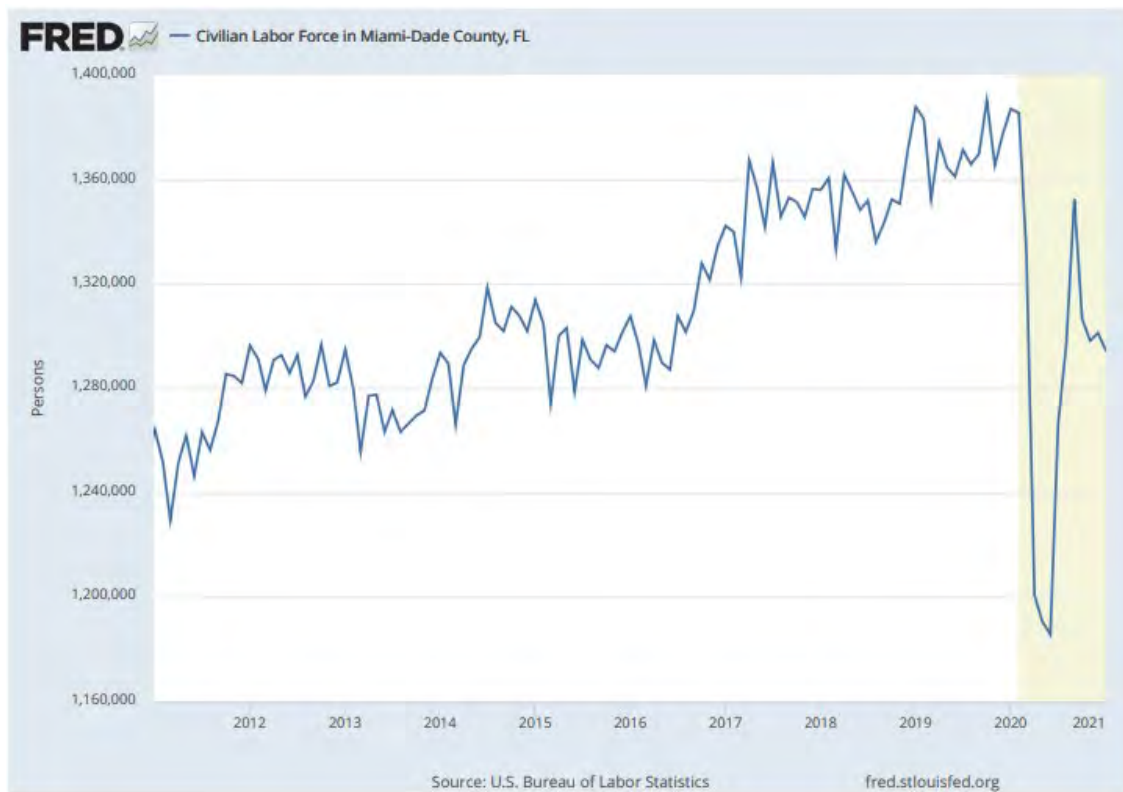


EMPLOYMENT



The area includes a total of 1,310,569 employees and has a 7.3% unemployment rate. The top three industries within the area are Health Care/Social Assistance, Retail Trade and Construction, which represent a combined total of 32% of the population.

MIAMI-DADE COUNTY LABOR MARKET

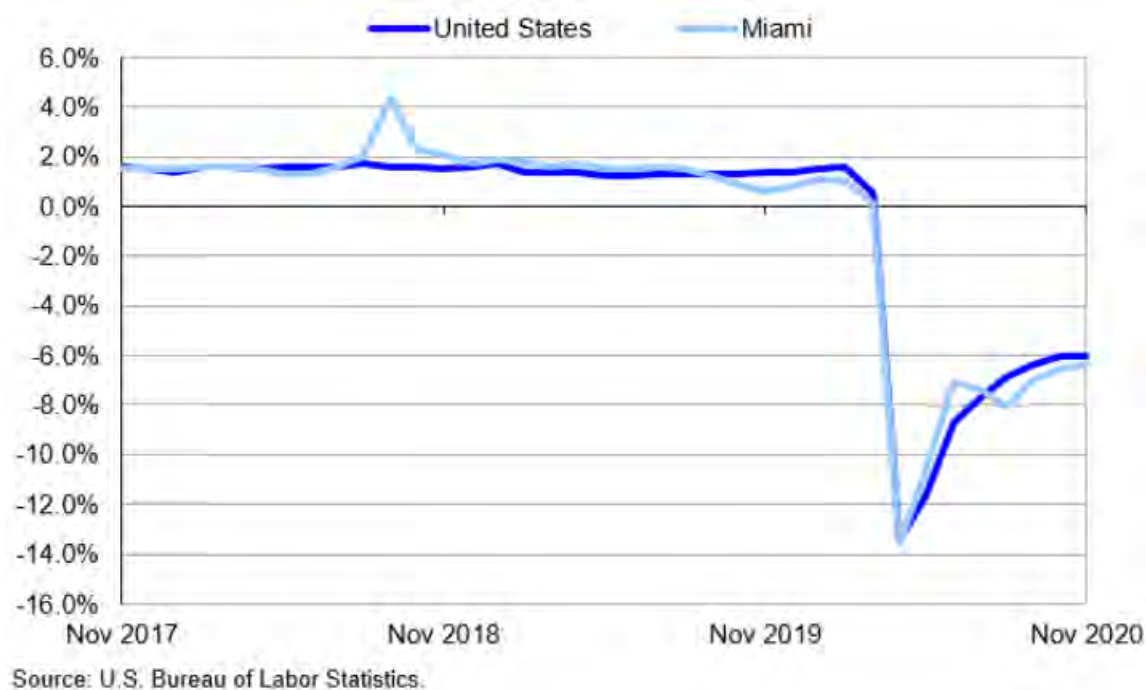


MIAMI-FORT LAUDERDALE-WEST PALM BEACH MSA EMPLOYMENT

Miami Area Employment – November 2020

Total nonfarm employment for the Miami-Fort Lauderdale-West Palm Beach, FL Metropolitan Statistical Area stood at 2,573,900 in November 2020, down 176,000 over the year, the U.S. Bureau of Labor Statistics reported today. (See table 1.) Regional Commissioner Janet S. Rankin noted that the local rate of job loss, 6.4 percent, compared to the 6.0-percent national decline. (See chart 1.) This was the eighth consecutive month of over-the-year employment declines in the Miami area. (The Technical Note at the end of this release contains metropolitan area definitions. All data in this release are not seasonally adjusted; accordingly, over-the-year analysis is used throughout.)

Chart 1. Total nonfarm employment, over-the-year net change in the Miami metropolitan area and its divisions, November 2015–November 2020

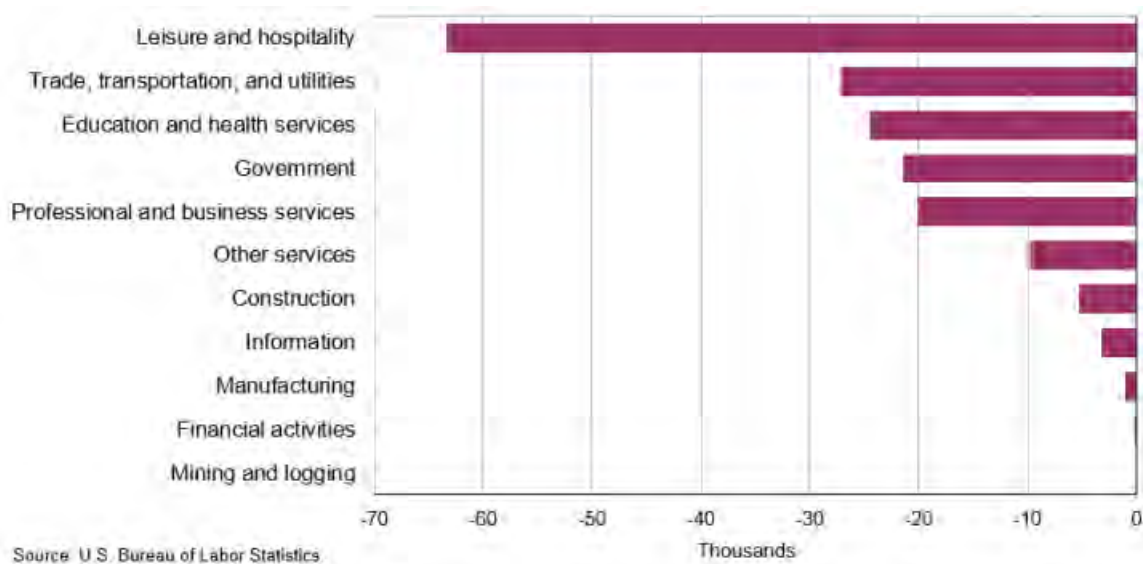


The Miami area is made up of three metropolitan divisions—separately identifiable employment centers within the larger metropolitan area. All three divisions had employment declines over the year. The Miami-Miami Beach-Kendall Metropolitan Division, with 45 percent of the area's total nonfarm employment, lost 68,000 jobs over the year. The Fort Lauderdale-Pompano Beach-Deerfield Beach Metropolitan Division which accounted for more than 31 percent of the area's employment, lost 64,400 jobs since November 2019, and the West Palm Beach-Boca Raton-Delray Beach Metropolitan Division, with 23 percent of the area's employment, lost 43,600 jobs.

Industry employment

In the greater Miami area, employment declined in 6 of the 11 supersectors. Leisure and hospitality had the largest loss (-66,300) with all three divisions recording declines. (See chart 2.) The 19.0-percent decline in Miami's leisure and hospitality supersector compared to the 19.8-percent loss on a national level.

Chart 2. Total nonfarm and selected industry supersector employment, over-the-year percent change, United States and the Miami metropolitan area, November 2020



Trade, transportation, and utilities lost 27,200 jobs over the year in the local area. All three divisions lost jobs in this supersector. The Miami area had a 4.3-percent loss compared to the 3.3-percent decline for the nation.

Education and health services lost 24,500 jobs locally, down 5.9 percent; nationwide, employment in education and health services was down 4.4 percent. All three metropolitan divisions lost jobs in this industry from November 2019.

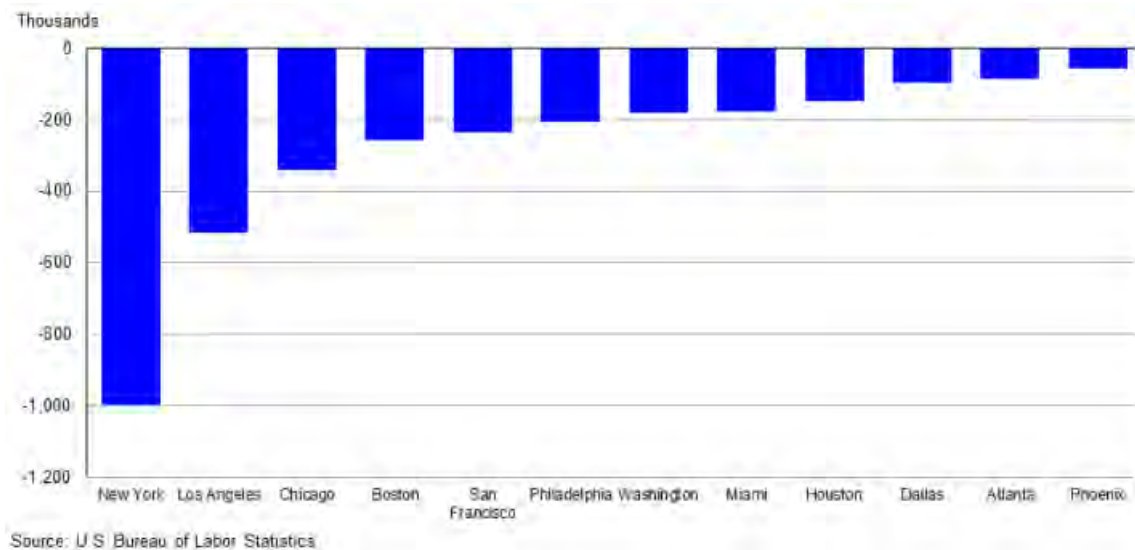
The government industry sector in the Miami area lost 21,400 jobs, a 6.6-percent decrease. Employment in Miami's professional and business services lost 20,100 jobs, a 4.5-percent decrease. Nationally, employment in government was down 5.3 percent, and employment in professional and business services was down 4.7 percent from November 2019.

Twelve largest metropolitan areas

Miami was 1 of the nation's 12 largest metropolitan statistical areas in November 2020. All 12 areas lost jobs over the year. New York-Newark-Jersey City had the largest decline (-999,600). Phoenix-Mesa-Scottsdale has the smallest loss (-57,300) among the largest areas. (See table 2 and chart 3.)

New York had a 9.9-percent rate of job loss, followed by San Francisco-Hayward-Oakland (-9.3 percent). Boston-Cambridge-Nashua had a job loss rate of 9.1 percent. The rates of job losses in the remaining nine areas ranged from 8.1 percent in Los Angeles-Long Beach-Anaheim to 2.5 percent in Dallas-Fort Worth-Arlington.

Chart 3. Total nonfarm employment, over-the-year percent change, United States and 12 largest metropolitan areas, November 2020



Coronavirus (COVID-19) Pandemic Impact on November 2020 Establishment Survey Data

BLS has continued to review all estimation and methodological procedures for the establishment survey, which included the review of data, estimation processes, the application of the birth-death model, and seasonal adjustment. Business births and deaths cannot be adequately captured by the establishment survey as they occur. Therefore, the Current Employment Statistics (CES) program uses a model to account for the relatively stable net employment change generated by business births and deaths. Due to the impact of COVID-19, the relationship between business births and deaths is no longer stable. Typically, reports with zero employment are not included in estimation. For the October final and November preliminary estimates, CES included a portion of these reports in the estimates and made modifications to the birth-death model. In addition for both months, the establishment survey included a portion of the reports that returned to reporting positive employment from reporting zero employment. For more information, see www.bls.gov/web/empsit/cesbd.htm.

In the establishment survey, workers who are paid by their employer for all or any part of the pay period including the 12th of the month are counted as employed, even if they were not actually at their jobs. Workers who are temporarily or permanently absent from their jobs and are not being paid are not counted as employed, even if they are continuing to receive benefits. The length of the reference period does vary across the respondents in the establishment survey; one-third of businesses have a weekly pay period, slightly over 40 percent a bi-weekly, about 20 percent semi-monthly, and a small amount monthly.

MIAMI-DADE COUNTY TOP PRIVATE EMPLOYERS

COMPANY	NO. OF EMPLOYEES	INDUSTRY
Baptist Health South Florida	11,353	Health Care
University of Miami	12,818	Education
American Airlines	11,031	Aviation
Florida Power & Light Company	3,011	Utility
Carnival Cruise Lines	3,500	Hospitality and Tourism
Mount Sinai Medical Center	3,321	Health Care
Miami Childrens Hospital	3,500	Health Care
Royal Caribbean International/Celebrity Cruises	2,989	Hospitality and Tourism
Bank of America Merrill Lynch	2,000	Banking and Finance
Wells Fargo	2,050	Banking and Finance
LATAM Airlines/Lan Cargo	900	Aviation
AAR Corp.- Aircraft Services	1,160	Aviation
N.C.L. Corporation	1,049	Hospitality and Tourism
Federal Express	1,161	Trade and Logistics
Eulen America	1,205	Professional Services
Ryder Integrated Logistics	1,106	Trade and Logistics
Miami Herald Publishing Co.	635	Publishing
CitiBank	1,000	Banking and Finance
Fountainbleau Miami Beach	1,987	Hospitality & Tourism

Source: The Beacon Council

MIAMI-DADE COUNTY TOP PUBLIC EMPLOYERS

COMPANY	NO. OF EMPLOYEES	INDUSTRY
Miami-Dade County Public Schools	33,477	Education
Miami-Dade County	25,502	Local Government
Federal Government	19,200	National Government
Florida State Government	17,100	State Government
Jackson Health System	9,797	Health Care
Florida International University	3,534	Education
Miami Dade College	2,390	Education
City of Miami	3,997	Local Government
Homestead AFB	3,250	Military
Miami VA Healthcare System	2,500	Health Care
City of Miami Beach	1,971	Local Government
U.S. Southern Command	1,600	Military
City of Hialeah	1,578	Local Government
City of North Miami Beach	420	Local Government
City of Coral Gables	730	Local Government

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. The \$2 billion Miami Worldcenter 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 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 property is located along the west side of Washington Avenue at the corner of Commerce Street and just north of South Pointe Drive in the South of 5th 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

The subject location is also identified as the South of Fifth submarket (a.k.a. SoFi) and is an affluent neighborhood in South Beach that spans from South Pointe Park north to Fifth Street and east-west from Biscayne Bay to the Atlantic Ocean.

Land uses within the subject neighborhood consist of a wide variety of commercial and residential developments. Residential uses are largely concentrated west of Washington Avenue, with retail and office uses clustered along the Alton Road, 5th Street 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 Collins Avenue and Ocean Drive with additional retail uses, nightclubs and restaurants on Washington Avenue.

Residential uses in the neighborhood are primarily multifamily in design, with smaller buildings housing from eight to 80 units in one- to eight-story buildings. The exception to this situation is found along the Atlantic Ocean/beach and Biscayne Bay shorelines, where several large-scale multifamily residential projects are located, including rental apartments and condominiums.

Land uses in the immediate vicinity of the subject include high density, residential condominium towers including the Murano Grande at Portofino (2003), Icon South Beach (2005), The Yacht Club (1999), Murano Portofino (2002) and the Miami Beach Marina, which line the west side of Alton Road and front Biscayne Bay. The Miami Beach Marina was originally developed in 1985 as a public marina with an existing 3-story, mixed-use retail/restaurant & office building totaling 68,009-SF of rentable area, a 4,769-SF office at the base of the Icon condominium, a surface parking lot on the 3.56-acres of uplands and approximately 37.85-acres of submerged lands.

The immediate 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.

Several notable features of the neighborhood include the South Pointe Park, a 17-acre park and bay front promenade that features a play area, open green space and walkways for outdoor exercising and direct access to the beach. There are also several well-known restaurants including the historic Smith & Wollensky, Joe's Stone Crab, Prime 112, Prime Italian and Milos.

The South of Fifth residential condominium tower is well known for luxury with Glass, Portofino Tower, Apogee South Beach, Icon, Murano Grande, Murano at Portofino, Continuum Towers, Ocean House, South Pointe Tower and the Yacht Club at Portofino.

The Miami Beach market north of 5th Street is anchored by the Lincoln Road 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.

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 Performing 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 roughly two miles south of the subject property; and Arthur Godfrey/Julia Tuttle Causeway (I-195 located approximately two (2) miles 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						
22 Washington Avenue Miami Beach, FL 33139	1 Mile Radius	3 Mile Radius	5 Mile Radius	33139 - Miami Beach	Florida	Miami-Dade County
Population						
2025 Total Population	18,744	50,471	237,070	41,612	23,056,641	2,894,298
2020 Total Population	18,054	48,866	212,029	40,156	21,587,015	2,759,670
2010 Total Population	17,180	46,584	168,086	38,179	18,801,310	2,496,435
2000 Total Population	17,023	45,923	137,731	37,950	15,982,378	30,982
Annual Growth 2020 - 2025	0.75%	0.65%	2.26%	0.71%	1.33%	0.96%
Annual Growth 2010 - 2020	0.50%	0.48%	2.35%	0.51%	1.39%	1.01%
Annual Growth 2000 - 2010	0.09%	0.14%	2.01%	0.06%	1.64%	N/A
Households						
2025 Total Households	11,212	29,128	119,800	24,766	8,989,496	995,690
2020 Total Households	10,856	28,353	107,222	24,030	8,438,100	951,252
2010 Total Households	10,543	27,467	84,458	23,221	7,420,802	867,352
2000 Total Households	10,431	27,019	66,164	23,125	6,337,929	776,774
Annual Growth 2020 - 2025	0.65%	0.54%	2.24%	0.61%	1.27%	0.92%
Annual Growth 2010 - 2020	0.29%	0.32%	2.42%	0.34%	1.29%	0.93%
Annual Growth 2000 - 2010	0.11%	0.16%	2.47%	0.04%	1.59%	1.11%
Income						
2020 Median Household Income	\$49,325	\$59,060	\$59,694	\$58,146	\$56,362	\$53,726
2020 Average Household Income	\$89,558	\$100,292	\$96,379	\$98,025	\$81,549	\$80,823
2020 Per Capita Income	\$53,912	\$58,360	\$49,199	\$58,754	\$31,970	\$27,939
2020 Pop 25+ College Graduates	7,996	22,459	84,000	18,600	4,839,094	604,612
Age 25+ Percent College Graduates - 2020	51.7%	54.6%	51.1%	54.5%	31.0%	30.8%

Source: ESRI

CONCLUSION

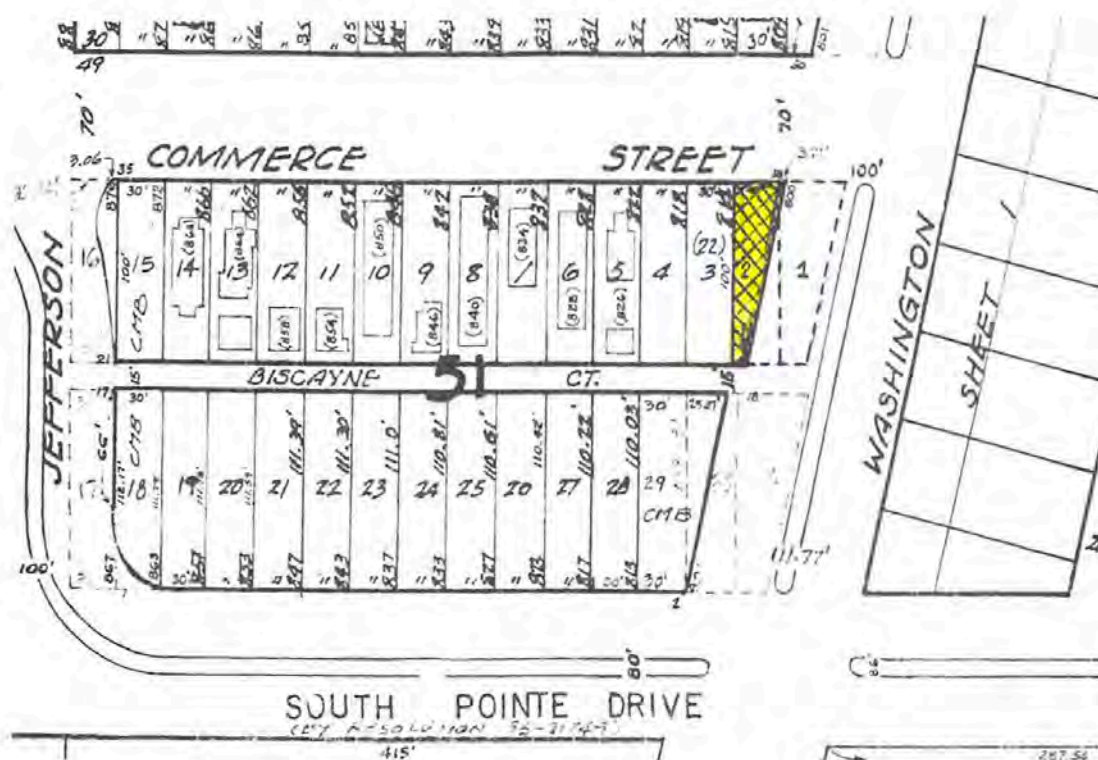
The subject neighborhood is expected to have growth in population and households through high density, in-fill redevelopment opportunities and reflects a middle-to-upper-middle-income demographic profile. The outlook for the neighborhood is for favorable performance over the foreseeable future. Many neighborhood improvements are new and 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.

EXISTING SIDEWALK CAFÉ LEASE AREA – GROSS SITE AREA

EXHIBIT A

Description of Demised Premises

A portion of Lots 1 and 2, Block 51, Ocean Beach Addition No. 3, according to the plat thereof, recorded in Plat Book 2, at page 81, of the Public Records of Dade County, Florida, being more particularly described as follows: Bounded on the North by the South R/W line of Commerce St.; Bounded on the West by the East line of Lot 2; Bounded on the South by the North R/W line of Biscayne Court; Bounded on the East by a line that is a perpendicular distance of 100 feet westerly and parallel to the East R/W line of Washington Avenue.



PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION – NET SITE AREA**SKETCH & LEGAL DESCRIPTION
PROPOSED UTILITY EASEMENT**

SECTION 3, TOWNSHIP 54 SOUTH, RANGE 42 EAST

PROPERTY ADDRESS:816 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA 33139
Folio# 02-4203-009-2030**LEGAL DESCRIPTION:**

The South 19 feet of the West 10.75 feet of Lot 1, in Block 51 of "OCEAN BEACH ADDITION NO. 3", according to the plat thereof as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida.

Said lands containing 204 square feet, more or less.

SURVEYOR'S NOTES:

- 1) This is not a BOUNDARY SURVEY, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- 3) There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 4) No Title search has been performed to determine if there are any conflict existing or arising out of the creation of the Easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.
- 5) The North arrow and bearings shown hereon are based on aforementioned recorded plat.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J-17, Florida Administrative Code.

ROYAL POINT LB #7282
LAND SURVEYORS, INC.
6175 NW 153rd STREET SUITE 321, MIAMI LAKES, FL 33014
PHONE: 305-822-6062 * FAX: 305-827-9669

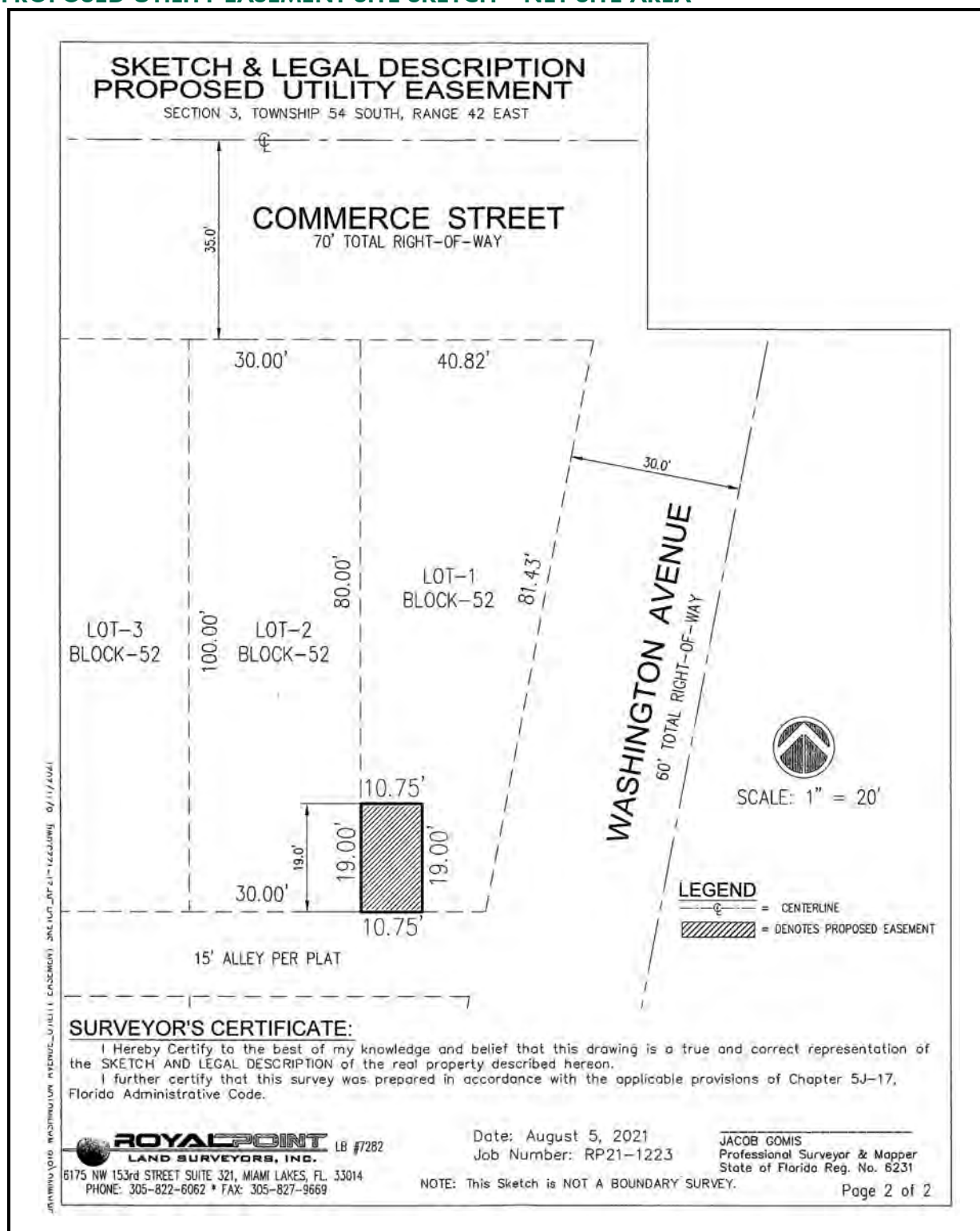
Date: August 5, 2021
Job Number: RP21-1223

JACOB GOMIS
Professional Surveyor & Mapper
State of Florida Reg. No. 6231

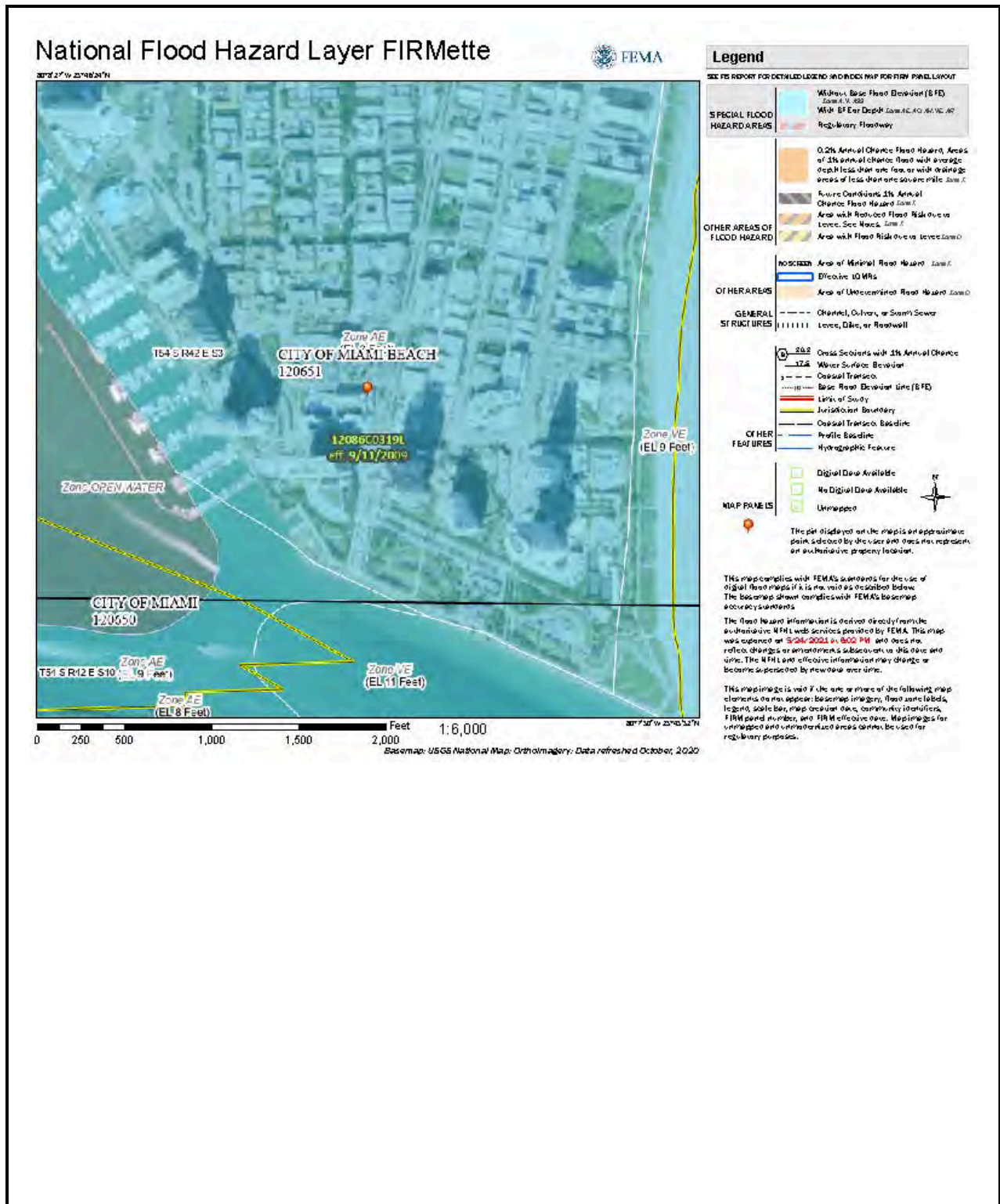
NOTE: This Sketch is NOT A BOUNDARY SURVEY.

Page 1 of 2

PROPOSED UTILITY EASEMENT SITE SKETCH – NET SITE AREA



FLOOD PLAIN MAP



Site Analysis

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

SITE SUMMARY AND ANALYSIS			
Physical Description			
Gross Site Area - Existing Lease	0.0509 Acres	2,217 Sq. Ft.	
Net Site Area - Proposed Utility Easement	0.0047 Acres	204 Sq. Ft.	
Primary Road Frontage	Washington Avenue	19 Feet	
Secondary Road Frontage	Alley	11 Feet	
Shape	Rectangular		
Topography	Level & improved to road grade		
Zoning District	CPS-1, Commercial Performance Standard, Limited Mixed-Use		
Flood Map Panel No. & Date	12086 C 0319 L	11-Sep-09	
Flood Zone	Zone AE		
Adjacent Land Uses	Call Me Gaby restaurant building, Marea condominium, Commerce Street, surface parking lot, mixed-use retail/parking garage and Washington Avenue frontage		
Comparative Analysis		<u>Rating</u>	
Visibility	Excellent along Washington Avenue		
Functional Utility	Assumed adequate		
Traffic Volume	Heavy daytime and seasonal tourist traffic		
Adequacy of Utilities	Assumed adequate		
Landscaping	Urban streetscape		
Drainage	Assumed adequate		
Utilities	<u>Provider</u>	<u>Availability</u>	
Water	City of Miami Beach	Yes	
Sewer	City of Miami Beach	No	
Natural Gas	Contract service	Yes	
Electricity	FPL	Yes	
Telephone	AT&T land lines	Yes	
Mass Transit	Miami-Dade Transit (MDT) Metrobus service & Miami Beach Trolley	Yes	
Other	<u>Yes</u>	<u>No</u>	<u>Unknown</u>
Detrimental Easements			X
Encroachments			X
Deed Restrictions			X
Reciprocal Parking Rights		X	
Various sources compiled by CBRE			

SITE AREA

The subject site is platted as part of the Ocean Beach Addition No. 3 plat, as recorded in Plat Book 2, at Page 81, of the Official Public Records in Miami-Dade County. We have also relied on the proposed utility easement site plan, the proposed utility easement sketch & legal

description and the existing lease agreement description exhibit provided by the client and referenced throughout this report (see Addenda section).

INGRESS/EGRESS

Pedestrian and vehicular ingress/egress is available to the site via the Washington Avenue frontage, the alley and Commerce Street that all lead up to and abut the subject site.

Street improvements include asphalt paved traffic lanes, a median divider on Washington Avenue, metered street parking, concrete curbs, gutters and sidewalks, and street lighting.

TOPOGRAPHY AND INFRASTRUCTURE

The site is generally level and improved above road grade. The topography of the site is not seen as an impediment to the development of the property.

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 site 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.

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

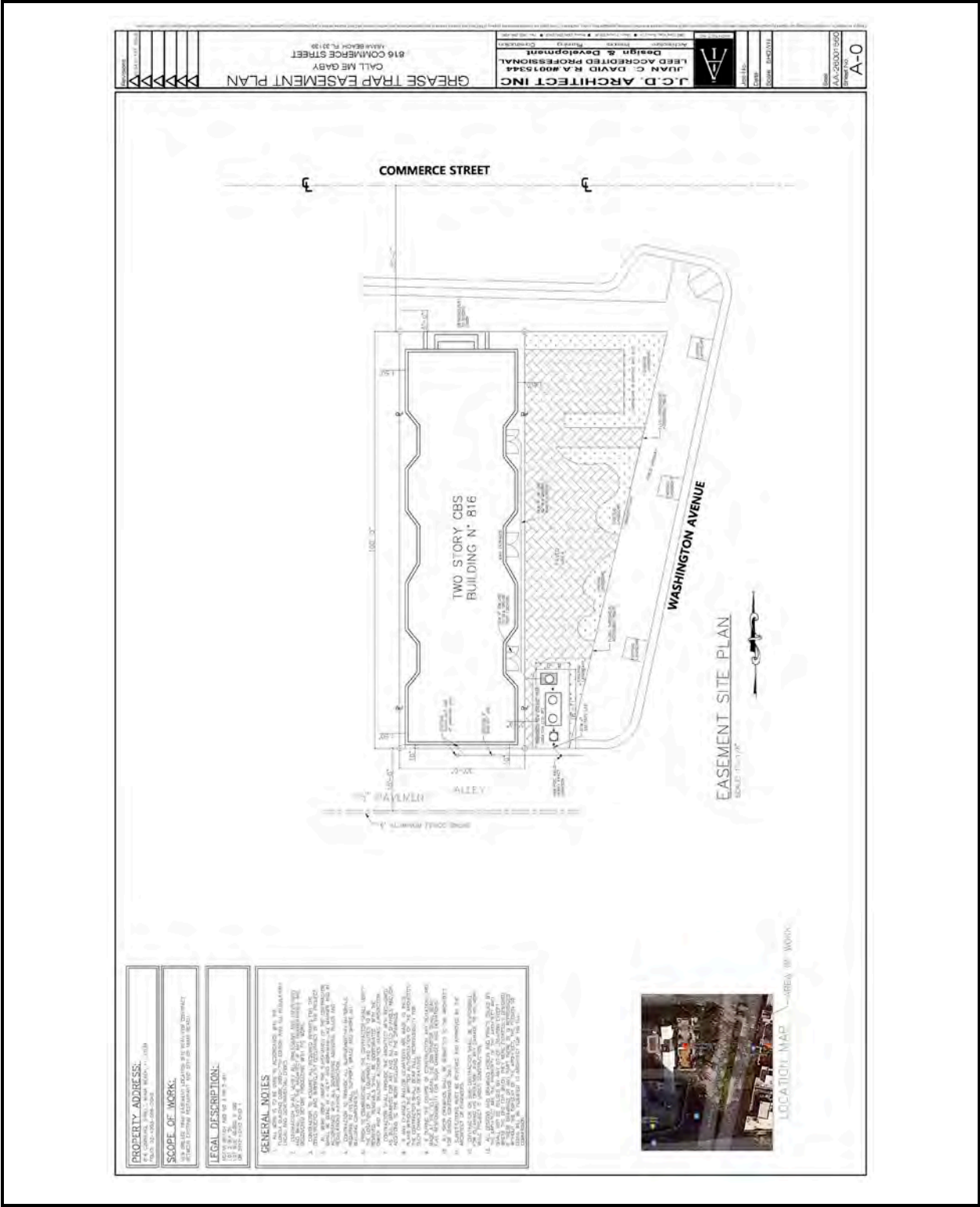
Although CBRE was not provided an Environmental Site Assessment (ESA), a tour of the site did not reveal any obvious issues regarding environmental contamination or adverse conditions.

Furthermore, 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 site is well located along Washington Avenue, as well as, being situated within the affluent, high density residential community South of 5th in South Beach.

PROPOSED UTILITY EASEMENT SITE PLAN



Zoning

The following chart summarizes the subject's existing zoning regulation.

ZONING SUMMARY	
Zone	CPS-1, Commercial Performance Standard, Limited Mixed-Use
Intended Use	The commercial performance standards districts are designed to accommodate a range of business, commercial, office and hotel uses, as well as medium to high density residential development pursuant to performance standards which control the permissible type, density or intensity, and mix of development. Performance standards development will allow for modification of requirements affecting certain individual lots; greater flexibility, particularly for large-scale development; large commercial, medium to high density residential and mixed use developments in phases over time where the overall development at a single point in time or in a single instance by private owners would not be practical; providing incentives for provision of certain amenities and for conformance with specified objectives, thereby encouraging more flexible and innovative design and development in accordance with the goals and objectives of the comprehensive plan and the redevelopment plan.
Uses Permitted by Right	Single-family, townhome, apartment and apartment hotel pursuant to section 142-1105, hotel & suite hotels pursuant to section 142-1105, commercial and religious institutions up 199 occupancy.
Permissible as a Conditional Use	Institutional, neighborhood impact establishments such as video game arcades and new construction of structures 50,000-SF & over and religious institutions over 199 occupancy.
Accessory Use	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.
Category	Zoning Requirement
Minimum Lot Area	6,000 square feet
Minimum Lot Width	50 feet
Maximum Building Height	40 feet; 75 feet for the Block 51 Properties, the Block 51 Swap Property, Block 52 Properties, and Block 1 Properties
Maximum Floor Area Ratio - FAR	1.0; 1.5 for the Block 51 Properties and Block 52 Properties, and 2.0 for the Block 1 Properties
Residential and-or Hotel Development	Pursuant to all R-PS2 district regulations, except maximum building height for residential and mixed use buildings shall be 75 feet
Minimum Apartment Unit Size (SF)	New construction—650 Rehabilitated buildings—400 Non-elderly and elderly low and moderate income housing—400 Workforce housing—400
Average Apartment Unit Size (SF)	New construction—900 Rehabilitated buildings—550 Non-elderly and elderly low and moderate income housing—400 Workforce housing—400
Off-Street Parking;	
Apartment & Apt.-Hotel	1.5 spaces per unit for units between 550 to 999 SF 1.75 spaces per unit for units between 1,000 to 1,200 SF 2.0 spaces per unit for units above 1,200 SF
Alcoholic Beverage Establishment	1 space per 4 seats & 1 space per 60-SF of non-seating area
Amusement Place	1 space per 60-SF
Beachfront Cafe	No parking requirement
Outdoor Cafe	1 space per 4 seats
Sidewalk Cafes	No parking requirement
Hotel	1 space per unit for structures under 250-units
Office	1 space per 400-SF
Retail Store	1 space per 300-SF
Source: City of Miami Beach Planning & Zoning Department	

ANALYSIS AND CONCLUSION

The existing sidewalk café and proposed underground easement “at & below” grade level appears to be a reasonable and conforming use for the subject site. 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

The following summarizes the local assessor's estimate of the subject's market value, assessed value, and taxes, and does not include any furniture, fixtures or equipment. The CBRE estimated tax obligation is also shown.

AD VALOREM TAX INFORMATION			
Assessor's Parcel No.	2019	2020	Proposed Easement/License Area
02-4203-009-2030	961,743	962,956	\$71,400
02-4203-009-2020	1,263,471	1,264,493	
02-4203-009-2021	986,471	987,493	
Subtotal	\$3,211,685	\$3,214,942	\$71,400
% of Assessed Value	100%	100%	75%
Final Assessed Value	3,211,685	3,214,942	\$53,550
General Tax Rate (per \$100 A.V.)	1.937850	1.935960	1.935960
Total Taxes	Exempt	Exempt	\$1,037
Less: 4% Early Pay Discount	Exempt	Exempt	(\$41)
Total Adjusted Taxes	Exempt	Exempt	\$995
Source: Assessor's Office			

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 any 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.

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:

- Legal permissibility;
- Physical possibility;
- Financial feasibility; and
- Maximum productivity.

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

AS VACANT

Legal Permissibility

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

Physical Possibility

The subject property is a small 204 square foot site area that would be difficult to develop as a stand alone property. However, an abutting user and-or developer could acquire the site and develop to a higher & better use, subject to unity of title, and benefit from the additional site area and density.

Alternate physically possible uses include utility easements, public space, storm water drainage or retention, surface parking, and-or sidewalk café in concert with the abutting restaurant building.

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 enjoying a cycle of new development including high density, high-rise residential & hotel towers, office, retail and supporting parking lot & garage uses. However, the physical constraints of the small site size limits stand alone development. Therefore, the most obvious use is to sell to an abutting owner/user or developer.

Alternate uses would be for utility easements, public space, storm water drainage and-or surface parking.

Maximally Productive - 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 neighborhood & site analysis sections, we conclude that the highest and best use of the subject parcel would be sell-off an abutting owner/user or developer.

AS IMPROVED

Legal Permissibility

The site has been improved with a sidewalk café in concert with the non-owned, abutting restaurant building.

Physical Possibility

The small site size has development limitations as a standalone site, while assemblage with an abutting user or developer would enhance redevelopment potential for both properties through sell-off and unity of title.

Financial Feasibility & Maximum Productivity - Conclusion

Based on the information presented above and upon information contained in the neighborhood & site analysis sections, we conclude that the highest and best use of the subject parcel would be sell-off an abutting owner/user or developer.

Alternate uses include utility easements, public space, storm water drainage or retention, surface parking, and-or existing sidewalk café in concert with the abutting restaurant building.

Land Value – Fee Simple & Easement Estate

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 - TRACT B									
No.	Property Location	Transaction Type	Date	Proposed Use	Actual Sale Price	Adjusted Sale Price ¹	Size (Acres)	Size (SF)	Price Per SF
1	161 Washington Avenue Miami Beach, FL 33139	Sale	Jan-19	Montessori school	\$4,800,000	\$4,800,000	0.15	6,500	\$738.46
2	740 Alton Road Miami Beach, FL 33139	Sale	May-19	High density, mixed-use assemblage	\$5,350,000	\$5,350,000	0.43	18,870	\$283.52
3	251 Washington Avenue Miami Beach, FL 33139	Sale	Jun-19	TBD	\$6,125,000	\$6,125,000	0.30	13,000	\$471.15
4	1212 Lincoln Road Miami Beach, FL 33139	Sale	Jun-20	Boutique hotel	\$9,000,000	\$9,000,000	0.42	18,263	\$492.80
5	200 & 212 Collins Avenue Miami Beach, FL 33139	Sale	Dec-20	Hotel	\$6,000,000	\$6,000,000	0.30	13,000	\$461.54
6	242 Washington Avenue Miami Beach, FL 33139	Sale	Apr-21	TBD	\$3,200,000	\$3,200,000	0.16	7,000	\$457.14
7	1234 - 1260 Washington Avenue Miami Beach, FL 33139	Sale	May-21	Retail/office redevelopment	\$20,000,000	\$20,000,000	0.77	33,525	\$596.57
8	411 Michigan Avenue Miami Beach, FL 33139	Under Contract	Apr-21	TBD	\$2,200,000	\$2,200,000	0.16	7,000	\$314.29
Subj.	22 Washington Avenue, Miami Beach, Florida	---	---	Setbacks and density contribution for any mixed-use multi-family apartment, hotel and-or commercial uses	---	---	0.0047	204	---

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 market area and the South of 5th submarket. These sales were chosen based primarily on recent sale transaction dates, location and zoning/density.

DISCUSSION/ANALYSIS OF LAND SALES

Land Sale One

This comparable is a 6,500-square foot site located on the southeast corner of Washington Avenue and 2nd Street in the South of 5th submarket in Miami Beach, Florida. The property is improved with two buildings, one of which is designated historic and cannot be razed. The property was previously purchased in March of 2017 for \$4,150,000 by a local restaurateur who intended on redeveloping it as a restaurant. Based on difficulties associated with securing approvals from the historic preservation board, the owner decided to scrap his plans and sell the property. It was re-listed at \$5,250,000 and sold in January of 2019 for "all cash" to a developer who intends on developing it as a Montessori School. The historic building will be gut renovated while the rear building will be razed. The purchase price was \$4,800,000, or \$738.46 per square foot.

We have adjusted Land Sale 1 downwards for superior corner intersection and for superior topography/site conditions in direct comparison to the subject property.

Land Sale Two

This comparable is a 0.43-acre site located along the west side of Alton Road, just south of 8th Street in the South Beach submarket of Miami Beach, Florida. The site is improved with an

existing 6,300-square foot automotive service building constructed in 1950 that was previously occupied by Firestone but sold vacant. It was purchased by a local developer, Crescent Heights, who owns abutting property to the south. The buyer intends on utilizing the existing improvements as an interim use until redevelopment high density, mixed-use plans are finalized. The purchase price was \$5,350,000, or \$283.52 per square foot, or \$141.76 per square foot of FAR.

We have adjusted Land Sale 2 upwards for inferior site conditions, i.e. environmental concerns from automotive service use and downwards for superior zoning/density when compared to the subject property.

Land Sale Three

This comparable land sale is located along the east side of Washington Avenue, just south of 3rd Street in the South of 5th submarket in Miami Beach, Florida. The property was broker listed as high as \$9,100,000 with a price reduction to \$8,500,000, then \$7,700,000 and ultimately sold for \$6,125,000 in an "all cash" transaction and buyer is in the approval process for a school use. The seller previously acquired the site in March 2015 for \$8,250,000.

We have adjusted Land Sale 3 downwards slightly for superior zoning/density when compared to the subject property.

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 18,105-SF 2-story Wells Fargo branch bank built in 1940 that will be redeveloped into a 50-room boutique hotel. The seller previously acquired the property from Wells Fargi in January 2020 for \$8,500,000. The site location is across the street from 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 Land Sale 4 downwards for superior zoning/density in direct comparison to the subject property.

Land Sale Five

This comparable land sale is a 0.30-acre site that is under improved with a 20-unit, 10,374-square foot apartment building constructed in 1940 and a 5,509-square foot office building built in 1941. The apartment building was 100% occupied at the time of sale and the office building was owner occupied by the seller. The buyer is a a hotel developer who intends on gut renovating the existing buildings for redevelopment as a boutique hotel, subject to historic preservation.

We have adjusted Land Sale 5 downwards for superior topography/site conditions, location and zoning/density in comparison to the subject property.

Land Sale Six

This comparable sale is located along the west side of Washington Avenue, just south of 3rd Street in the South of 5th submarket in Miami Beach, Florida. The property is improved with a 1,435-SF single family residence that is an under improvement for the site and was purchased as a second home by a Brooklyn NY couple. The sale transaction was facilitated with a \$2.0 million adjustable rate mortgage in favor of US Bank.

We have adjusted Land Sale 6 downwards for superior topography/site conditions in comparison to the subject property.

Land Sale Seven

This comparable land sale comprises a 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 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 Land Sale 7 downwards for superior corner intersection, location and zoning/density in comparison to the subject property.

Land Sale Eight

This comparable land sale is a mortgage lender REO that was broker listed at \$2,200,000 and reported to be "in-contract" by the broker. The site is located along the east side of Michigan Avenue, just south of 5th Street in the South of 5th submarket in Miami Beach, Florida. The property is under improved with a 2-story, 1,861-SF professional office building that was originally constructed in 1933 and renovated in 2001. The property previously sold in March 2016 for \$3,700,000 and the lender received the certificate of title in January 2019.

We have adjusted Land Sale 8 downwards slightly for superior zoning/density in comparison 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 - TRACT B								
Comparable Number	1	2	3	4	5	6	7	8
Transaction Type	Sale	Sale	Sale	Sale	Sale	Sale	Sale	Under Contract
Transaction Date	Jan-19	May-19	Jun-19	Jun-20	Dec-20	Apr-21	May-21	Apr-21
Proposed Use	Montessori school	High density, mixed-use assemblage	TBD	Boutique hotel	Hotel	TBD	Retail/office redevelopment	TBD
Actual Sale Price	\$4,800,000	\$5,350,000	\$6,125,000	\$9,000,000	\$6,000,000	\$3,200,000	\$20,000,000	\$2,200,000
Adjusted Sale Price ¹	\$4,800,000	\$5,350,000	\$6,125,000	\$9,000,000	\$6,000,000	\$3,200,000	\$20,000,000	\$2,200,000
Size (Acres)	0.15	0.43	0.30	0.42	0.30	0.16	0.77	0.16
Size (SF)	6,500	18,870	13,000	18,263	13,000	7,000	33,525	7,000
Price Per SF	\$738.46	\$283.52	\$471.15	\$492.80	\$461.54	\$457.14	\$596.57	\$314.29
Price (\$ PSF)	\$738.46	\$283.52	\$471.15	\$492.80	\$461.54	\$457.14	\$596.57	\$314.29
Property Rights Conveyed	0%	0%	0%	0%	0%	0%	0%	0%
Financing Terms ¹	0%	0%	0%	0%	0%	0%	0%	0%
Conditions of Sale	0%	0%	0%	0%	0%	0%	0%	0%
Market Conditions (Time)	0%	0%	0%	0%	0%	0%	0%	0%
Subtotal	\$738.46	\$283.52	\$471.15	\$492.80	\$461.54	\$457.14	\$596.57	\$314.29
Size	0%	0%	0%	0%	0%	0%	0%	0%
Shape	0%	0%	0%	0%	0%	0%	0%	0%
Corner	-10%	0%	0%	0%	0%	0%	-10%	0%
Frontage	0%	0%	0%	0%	0%	0%	0%	0%
Topography/Site Conditions	-10%	10%	0%	0%	-10%	-10%	0%	0%
Location	0%	0%	0%	0%	-10%	0%	-10%	0%
Zoning/Density	0%	-10%	-5%	-10%	-5%	0%	-10%	-5%
Utilities	0%	0%	0%	0%	0%	0%	0%	0%
Highest & Best Use	0%	0%	0%	0%	0%	0%	0%	0%
Total Other Adjustments	-20%	0%	-5%	-10%	-25%	-10%	-30%	-5%
Value Indication for Subject	\$590.77	\$283.52	\$447.59	\$443.52	\$346.16	\$411.43	\$417.60	\$298.58
Absolute Adjustment	20%	20%	5%	10%	25%	10%	30%	5%

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

Compiled by CBRE

CONCLUSION

The comparables sales presented produced an overall unadjusted value indicator range from \$283.72 to \$738.46 per square foot of site area. After adjustments were applied for property rights conveyed, conditions of sale, i.e. distress, discount or assemblage premium, market conditions (time), size, corner or frontage influence, topography/site conditions, location and zoning/density when compared to the subject property, the range of value indicators was narrowed to \$283.52 to \$590.77 per square foot of site area.

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

In conclusion, a price per square foot of site area within the overall unadjusted range and narrow adjusted range were most appropriate for valuing the fee simple interest in the subject property, calculated as follows:

CONCLUDED LAND VALUE - FEE SIMPLE				
\$ PSF		Subject SF		Total
\$300.00	x	204	=	\$61,200
\$400.00	x	204	=	\$81,600
Indicated Fee Simple Value:				\$71,400
(Rounded \$ PSF)				\$350.00
Compiled by CBRE				

VALUE OF PROPOSED EASEMENT AREA DIVIDED BETWEEN SURFACE, AIR & SUB-SURFACE RIGHTS

In this section, we have estimated the value of subject proposed underground easement area “at & below” surface grade by dividing the fee simple interest in the land value between surface rights, the air rights, and the sub-surface rights.

In order to determine the ratio and allocations of value for surface, air and sub-surface rights, we have referenced the CPS-1, Commercial Performance Standard, Limited Mixed-Use maximum building height requirement as follows: 75 feet for the Block 51 Properties, which equates to a maximum of 7-stories or an average of 10.7 feet per story.

As such, we have concluded a property rights value allocation of **14.3%** for the surface rights “at grade” level, calculated as follows: 1-story / 7-stories = 14.3% for sub-surface & surface rights to 1-story; and 6-stories / 7-stories = 85.7% for the air rights above the 1st story.

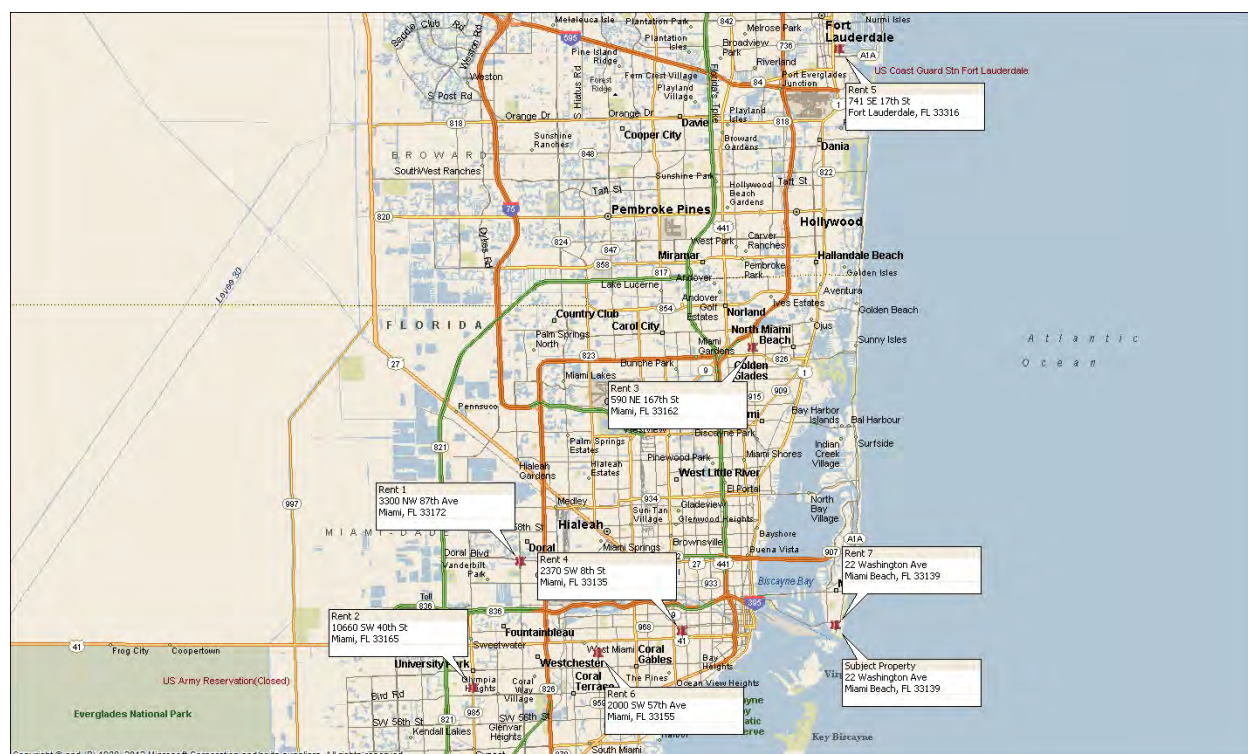
Based on the foregoing calculation & presentation, we have concluded a property rights value allocation of **14.3%** for the surface rights up to 10.7 feet; and 85.7% for the air rights above the 10.7 feet. Furthermore, we have split the air rights allocation as follows: 75.7%, rounded, for the air rights above 10.7 feet; and a nominal **10.0%** for sub-surface rights necessary for underground infrastructure necessary to support the developable air rights.

Once the fee simple interest of 100% is established via sales comparison approach, the ratios of **14.3% for surface plus 10% for sub-surface = 24.3%**; and 75.7% for air rights can be calculated for the proposed sub-surface & surface rights of the easement estate, as follows:

PROPOSED EASEMENT AREA			
Fee Simple Market Value	100.00%		\$71,400
Proposed Easement Area			
Surface Rights to 10.7 Feet + Sub-Surface Rights @	24.30%	=	\$17,350
Air Rights Above 10.7 Feet @	75.70%	=	\$54,050
Compiled by CBRE			

Income Approach – Fee Simple Market Rent Analysis

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



SUMMARY OF COMPARABLE RETAIL RENTALS

No.	Property Name and Location	YOC / Reno'd	Overall Occ.	Lease Area (SF)	Lease Date	Lease Term	Base Rent	Reimbursements	Escalations
1	WaWa Ground Lease 3300 NW 87th Avenue, Doral, FL 33172	2020	100%	67,957	Mar-20	20.0 Yrs.	\$7.29 PSF	Absolute Net	7% increases every 5 years, starting in Yr 11
2	CVS Pharmacy 10660 SW 40th Street, Miami, FL 33165	2017	100%	103,672	Sep-17	25.0 Yrs.	\$7.23 PSF	Absolute Net	Flat, 5% every option term
3	WaWa - Ground Lease 590 NE 167th Street, Miami, FL 33162	2019	100%	53,143	Mar-20	20.0 Yrs.	\$8.00 PSF	Absolute Net	8.0% every 5-yrs. commencing in Yr. 11
4	Wendy's - Ground Lease 2370 SW 8th Street, Miami, FL 33135	2020	100%	17,250	Jun-20	20.0 Yrs.	\$8.41 PSF	Absolute Net	7.5% every 5-years
5	Bank of America 741 SE 17th Street Causeway, Fort Lauderdale, FL 33316	2021	100%	34,845	Mar-21	20.0 Yrs.	\$7.63 PSF	Absolute Net	10% every 5 years
6	Chase Bank, 2000 SW 57th Avenue, Miami, FL 33155	2019	100%	17,263	Jun-19	20.0 Yrs.	\$10.13 PSF	Absolute Net	10% every 5-years
7	22 Washington Avenue, Miami Beach, FL 33139	---	100%	2,217	Aug-17	5.0 Yrs.	\$25.31 PSF	Absolute Net	3% annually
Subj.	Sobe Toscana 22 Washington Avenue, Miami Beach, Florida	---	---	204	---	---	---	---	---
Compiled by CBRE									

In this section, we have estimated market rent for the subject site (ground rent) via the income approach by performing a traditional market rent survey of comparable retail and restaurant ground lease transactions, as presented in the preceding table.

DISCUSSION/ANALYSIS OF GROUND RENT COMPARABLES

The majority of the comparable ground rent comparables are located in the south Florida region, in eastern, in-fill locations and produced an overall rental rate range from \$7.23 to \$8.41 per square foot of site area. We also considered the actual, existing lease rate for the subject sidewalk café at \$25.31 per square foot.

Based on the subject's small site size, high density zoning and barrier island location, the market rent should fall above the midpoint and near the upper end of the overall range, at say \$24.00 per square foot of site area.

COMPARABLE MARKET RENT ESTIMATE

The following chart shows the market rent conclusion for the subject property based on our market rent survey:

COMPARABLE MARKET RENT ESTIMATES	
Category	22 Washington Avenue
GLA (SF)	204 SF
Market Rent (\$/SF/Yr.)	\$25.00
Market Rent (\$/Yr.) (Rounded)	\$5,100
Concessions	3 to 6 Months Build Time
Reimbursements	Absolute net
Annual Escalation	10% every 5 years
Site Improvements (New Tenants)	Tenant responsibility
Tenant Improvements (Renewals)	Tenant responsibility
Average Lease Term	20 Years + 4, 5 Year Option Terms
Leasing Commissions (New Tenants)	5.0%
Leasing Commissions (Renewals)	2.0%
Compiled by CBRE	

RENT MULTIPLIER METHOD

As a cross check to the preceding market rent comparison method, we have also employed a rent multiplier method in order to determine market rent. 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 or spread that a developer would require in order to secure the site, negotiate a long term ground lease with a the prospective tenant and perform

earthwork & site improvements, if necessary, in order to finalize & secure a long term ground lease.

An appropriate profit spread for a ground lease transaction of this type would 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 triple net lease and land lease investors:

OVERALL CAPITALIZATION RATES				
Investment Type		OAR Range		Average
RealtyRates.com				
Land Leases;				
Apartments		1.63%	9.10%	5.44%
Lodging		1.67%	14.12%	6.54%
Office		1.63%	8.85%	5.54%
Restaurant		2.46%	14.00%	7.41%
Retail		1.50%	9.93%	5.79%
Special Purpose		2.10%	15.89%	7.76%
PwC Net Lease				
National Data		5.00%	8.00%	6.16%
Indicated OAR:			2.00% - 5.00%	
Compiled by CBRE				

And, several retail & restaurant ground lease comparable sales with market extracted overall capitalization rates, presented as follows:

SUMMARY OF COMPARABLE ABSOLUTE NET GROUND LEASE SALES											
No.	Property Name	Transaction Type	Transaction Date	YOC / Reno'd	GLA Site (SF)	Actual Sale Price	Adjusted Sale Price ¹	Price Per SF ¹	Occ.	NOI Per SF	OAR
1	Texas Roadhouse Ground Lease, 120 NW Peacock Boulevard Port St. Lucie, FL 34986	Sale	Aug-19	2019	47,480	\$3,300,000	\$3,300,000	\$69.50	100%	\$3.13	4.50%
2	ALDI Ground Lease, 1090 South SR 7 North Lauderdale, FL 33068	Sale	Nov-19	2019	79,565	\$3,550,000	\$3,550,000	\$44.62	100%	\$1.95	4.37%
3	Chase Bank Ground Lease, 2000 SW 57th Avenue Miami, FL 33155	Sale	Nov-19	2019	17,263	\$4,050,000	\$4,050,000	\$234.61	100%	\$10.13	4.32%
4	Taco Bell, 298 N. University Drive Pembroke Pines, FL 33024	Sale	Jan-20	2003	23,583	\$4,307,600	\$4,307,600	\$182.66	100%	\$8.22	4.50%
5	Aldi Ground Lease, 8075 West Oakland Park Boulevard Sunrise, FL 33351	Sale	Apr-20	2020	77,794	\$4,000,000	\$4,000,000	\$51.42	100%	\$2.31	4.49%
6	McDonald's, 13690 Biscayne Drive Homestead, FL 33033	Sale	Mar-21	2015	30,143	\$2,470,000	\$2,470,000	\$81.94	100%	\$3.32	4.05%
Subj.	Sobe Toscana, Pro 22 Washington Avenue Forma Miami Beach, FL 33139	---	---	---	204	---	---	---	100%	---	---
¹ Adjusted sale price for cash equivalency, lease-up and/or deferred maintenance (where applicable)											
Compiled by CBRE											

Based on the foregoing analysis and presentation, the subject property has the potential to be ground leased to a third-party user or developer. The corresponding capitalization rate for a long term prospective ground lease investment would then be 4.50%. Hence, a 4.50% overall capitalization rate expectation plus 250 to 350 basis point spread for profit expectation would produce a rent multiplier range of 7.00 to 8.00.

The following tables present the rent multiplier method conclusions for subject property:

RENT MULTIPLIER METHOD				
Land Value			Potential Rent	
0.075	x	\$71,400	=	\$5,355
0.085	x	\$71,400	=	\$6,069
Indicated Market Rent As Is:				\$5,712
Indicated Market Rent PSF:				\$28.00
Compiled by CBRE				

RECONCILIATION OF THE RENT MULTIPLIER METHOD & MARKET RENT COMPARABLES

The reconciled annual market rent is summarized as follows:

INCOME APPROACH VALUES	
Premise	Market Rent
Market Rent Comparables	\$5,100
Rent Multiplier Method	\$5,712
Reconciled Annual Market Rent	\$5,406
Compiled by CBRE	

Proposed Easement Area Annual Market Rent Analysis

In this section, we have estimated the annual market rent of subject proposed easement area “at & below” surface grade by dividing the fee simple interest in the land value between surface rights, the air rights, and the sub-surface rights.

We have employed the same methodology as the preceding sections with regards to the proposed easement estate allocation of **14.3%** for the surface rights up to 10.7 feet; and 85.7% for the air rights above the 10.7 feet. Furthermore, we have split the air rights allocation as follows: 75.7%, rounded, for the air rights above 10.7 feet; and a nominal **10.0%** for sub-surface rights necessary for underground infrastructure necessary to support the developable air rights.

Once the fee simple annual market rent is established via income approach, the ratios of **14.3% for surface plus 10% for sub-surface = 24.3%**; and 75.7% for air rights can be calculated for the proposed sub-surface & surface rights of the easement estate, as follows:

PROPOSED EASEMENT AREA			
Annual Market Rent	100.00%		\$5,406
Proposed Easement Area			
Surface Rights to 10.7 Feet + Sub-Surface Rights @	24.30%	=	\$1,314
Air Rights Above 10.7 Feet @	75.70%	=	\$4,092
Compiled by CBRE			

Proposed License Area Annual Market Rent Analysis

The subject site is intended for an underground easement area for a temporary grease trap and we have been requested to estimate the annual market rent of the temporary license agreement area.

We assume the proposed license will be non-exclusive and revocable in favor of the City of Miami Beach. Hence, the fee simple interest owner retains the majority of rights in comparison to an those granted via an easement estate and revocable license agreement.

As such, we perceive a majority interest to the fee simple estate at say 95% and the right of use by the licensee of 5% during the term of the proposed license agreement, i. e. a typical 20-year ground lease versus only 1-year for a revocable license agreement, calculated as follows: $1 / 20 = 0.050$ or **5.0%**.

Based on the foregoing presentation & analysis, we have estimated the annual market rent for the proposed license area divided between **surface rights to 10.7 feet plus sub-surface rights** & air rights, as follows:

PROPOSED LICENSE AGREEMENT AREA			
Annual Market Rent			\$5,406
Proposed License Agreement Area			
Surface Rights to 10.7 Feet + Sub-Surface Rights @	5.0%	=	\$270
Air Rights Above 10.7 Feet @	95.0%	=	\$5,136
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.
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ADDENDA

Addendum A

LAND SALE DATA SHEETS

Property Name 161 Washington Avenue
 Address 161 Washington Avenue
 Miami Beach, FL 33139
 United States

Government Tax Agency Miami-Dade
 Govt./Tax ID 02-4203-003-1250

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.149	6,500
Land Area Gross	0.149	6,500

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

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street	N/A Washington Avenue
Frontage Distance/Street	N/A 2nd Street

General Plan N/A
 Specific Plan N/A
 Zoning CPS-1, Commercial Performance Standard, Limited Mixed-Use
 Entitlement Status N/A

Sale Summary

Recorded Buyer	224 2nd Street, LLC	Marketing Time	N/A
True Buyer	John Marshall	Buyer Type	Private Investor
Recorded Seller	Untario SB LP	Seller Type	Private Investor
True Seller	Frank Toskan	Primary Verification	Prior Listing Broker Peter Mekras, CREC
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Obsolete office	Date	1/18/2019
Proposed Use	Montessori school	Sale Price	\$4,800,000
Listing Broker	Off-market transaction	Financing	All Cash
Selling Broker	N/A	Cash Equivalent	\$4,800,000
Doc #	31305/4169	Capital Adjustment	\$0
		Adjusted Price	\$4,800,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
01/2019	Sale	224 2nd Street, LLC	Untario SB LP	\$4,800,000	\$32,171,582 / \$738.46



Sale**Land - Mixed-Use****No. 1****Units of Comparison**

\$738.46 / sf
\$32,171,581.77 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

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

This comparable is a 6,500-square foot site located on the southeast corner of Washington Avenue and 2nd Street in the South of 5th submarket in Miami Beach, Florida. The property is improved with two buildings, one of which is designated historic and cannot be razed. The property was previously purchased in March of 2017 for \$4,150,000 by a local restaurateur who intended on redeveloping it as a restaurant. Based on difficulties associated with securing approvals from the historic preservation board, the owner decided to scrap his plans and sell the property. It was re-listed at \$5,250,000 and sold in January of 2019 for "all cash" to a developer who intends on developing it as a Montessori School. The historic building will be gut renovated while the rear building will be razed. The purchase price was \$4,800,000, or \$738.46 per square foot.

Sale

Land - Retail / Commercial

No. 2

Property Name 740 Alton Road
Address 740 Alton Road
Miami Beach, FL 33139
United States

Government Tax Agency Miami-Dade
Govt./Tax ID 02-4203-001-0250

Site/Government Regulations

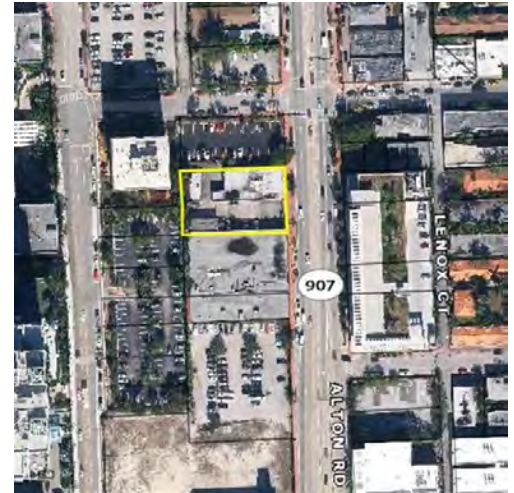
	Acres	Square feet
Land Area Net	0.433	18,870
Land Area Gross	0.433	18,870

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

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

Frontage Distance/Street 111 ft Alton Road

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



Sale Summary

Recorded Buyer	740 Alton Rd, LLC	Marketing Time	7 Month(s)
True Buyer	Crescent Heights	Buyer Type	Developer
Recorded Seller	Seven Forty Central Corp.	Seller Type	End User
True Seller	Boris Shvartsman	Primary Verification	Sid Koslovsky, Listing Broker

Interest Transferred Fee Simple/Freehold
Current Use Obsolete auto service
Proposed Use High density, mixed-use assemblage
Listing Broker Koslovsky Realty #305-945-0000
Selling Broker N/A
Doc # 31445/4692

Type	Sale
Date	5/7/2019
Sale Price	\$5,350,000
Financing	Cash to Seller
Cash Equivalent	\$5,350,000
Capital Adjustment	\$0
Adjusted Price	\$5,350,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
05/2019	Sale	740 Alton Rd, LLC	Seven Forty Central Corp.	\$5,350,000	\$12,349,954 / \$283.52

Sale	Land - Retail / Commercial	No. 2
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Units of Comparison

\$283.52 / sf	N/A / Unit
\$12,349,953.83 / ac	N/A / Allowable Bldg. Units
	\$141.76 / Building Area

Financial

No information recorded

Map & Comments



This comparable is a 0.43-acre site located along the west side of Alton Road, just south of 8th Street in the South Beach submarket of Miami Beach, Florida. The site is improved with an existing 6,300-square foot automotive service building constructed in 1950 that was previously occupied by Firestone but sold vacant. It was purchased by a local developer, Crescent Heights, who owns abutting property to the south. The buyer intends on utilizing the existing improvements as an interim use until redevelopment high density, mixed-use plans are finalized. The purchase price was \$5,350,000, or \$283.52 per square foot, or \$141.76 per square foot of FAR.

Property Name 251 Washington Avenue
 Address 251 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	0.298	13,000
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 1.75
 Min Land to Bldg Ratio 0.57:1
 Maximum Density 150.80 per ac

Frontage Distance/Street	100 ft Washington Avenue
Frontage Distance/Street	100 ft Collins Court

General Plan Mixed-use residential condominium & hotel uses
 Specific Plan TBD
 Zoning RPS-3, Residential Performance Standard, Medium-High Density
 Entitlement Status N/A

Sale Summary

Recorded Buyer	251 Washington, LLC	Marketing Time	24 Month(s)
True Buyer	John Marshall	Buyer Type	Private Investor
Recorded Seller	South5 LLC	Seller Type	Private Investor
True Seller	Dena Grunt	Primary Verification	Joseph Zichelle, Listing Agent

Interest Transferred Fee Simple/Freehold
 Current Use Vacant land
 Proposed Use TBD
 Listing Broker Compass #310-623-7017
 Selling Broker N/A
 Doc # 31483/2015

Type	Sale
Date	6/12/2019
Sale Price	\$6,125,000
Financing	All Cash
Cash Equivalent	\$6,125,000
Capital Adjustment	\$0
Adjusted Price	\$6,125,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
06/2019	Sale	251 Washington, LLC	South5 LLC	\$6,125,000	\$20,526,139 / \$471.15



Sale	Land - Mixed-Use	No. 3
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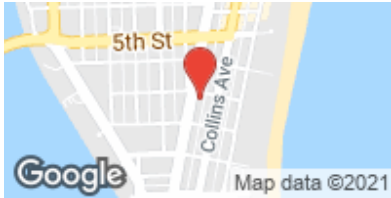
Units of Comparison

\$471.15 / sf	N/A / Unit
\$20,526,139.41 / ac	\$136,111 / Allowable Bldg. Units
	\$269.23 / Building Area

Financial

No information recorded

Map & Comments



This comparable land sale is located along the east side of Washington Avenue, just south of 3rd Street in the South of 5th submarket in Miami Beach, Florida. The property was broker listed as high as \$9,100,000 with a price reduction to \$8,500,000, then \$7,700,000 and ultimately sold for \$6,125,000 in an "all cash" transaction and buyer is in the approval process for a school use. The seller previously acquired the site in March 2015 for \$8,250,000.

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 1.50
 Min Land to Bldg Ratio 0.67:1
 Maximum Density 119.25 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
 True Buyer Craig Kinnon, citizenM Hotels
 Recorded Seller 1212 Lincoln LLC
 True Seller Russell Galbut, Crescent Heights

Marketing Time N/A
 Buyer Type End User
 Seller Type Developer
 Primary Verification Seller & Public Records

Interest Transferred Fee Simple/Freehold
 Current Use Obsolete bank
 Proposed Use Boutique hotel
 Listing Broker Off-market transaction
 Selling Broker N/A
 Doc # 31988/2369

Type	Sale
Date	6/25/2020
Sale Price	\$9,000,000
Financing	All Cash
Cash Equivalent	\$9,000,000
Capital Adjustment	\$0
Adjusted Price	\$9,000,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
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
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Units of Comparison

\$492.80 / sf	\$180,000 / Unit
\$21,464,345.34 / ac	\$180,000 / Allowable Bldg. Units
	\$328.53 / 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 18,105-SF 2-story Wells Fargo branch bank built in 1940 that will be redeveloped into a 50-room boutique hotel. 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 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.

Sale	Land - Hotel / Motel	No. 5
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Sale	Land - Hotel / Motel	No. 5
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Sale	Land - Hotel / Motel	No. 5
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Property Name	Hotel Site
Address	200 & 212 Collins Avenue Miami Beach, FL 33139 United States

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

Site/Government Regulations

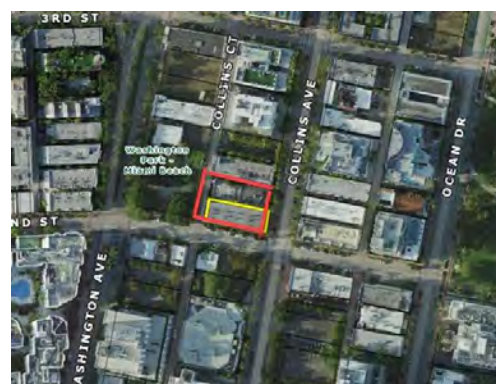
	Acres	Square feet
Land Area Net	0.298	13,000
Land Area Gross	0.298	13,000

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

Maximum FAR	1.75
Min Land to Bldg Ratio	0.57:1
Maximum Density	N/A

Frontage Distance/Street	N/A	Collins Avenue
Frontage Distance/Street	N/A	2nd Street

General Plan	N/A
Specific Plan	N/A
Zoning	R-PS3, Residential Performance Standard, Medium-High Density
Entitlement Status	N/A



Sale Summary

Recorded Buyer	200 Collins, LLC	Marketing Time	18 Month(s)
True Buyer	Chris Dimitriadis	Buyer Type	Developer
Recorded Seller	Mobile Arts, Inc.	Seller Type	Private Investor
True Seller	Paul & Laiz Lardi	Primary Verification	Listing Broker
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Apartment and office	Date	12/4/2020
Proposed Use	Hotel	Sale Price	\$6,000,000
Listing Broker	Alex Zylberglait, Marcus & Millichap	Financing	Cash to Seller
Selling Broker	N/A	Cash Equivalent	\$6,000,000
Doc #	32248/2233	Capital Adjustment	\$0
		Adjusted Price	\$6,000,000

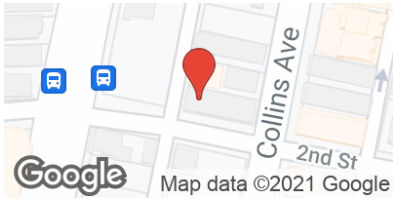
Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
12/2020	Sale	200 Collins, LLC	Mobile Arts, Inc.	\$6,000,000	\$20,107,239 / \$461.54

Sale**Land - Hotel / Motel****No. 5****Units of Comparison**

\$461.54 / sf
\$20,107,238.61 / ac

N/A / Unit
N/A / Allowable Bldg. Units
\$263.74 / Building Area

Map & Comments

This comparable land sale is a 0.30-acre site that is under improved with a 20-unit, 10,374-square foot apartment building constructed in 1940 and a 5,509-square foot office building built in 1941. The apartment building was 100% occupied at the time of sale and the office building was owner occupied by the seller. The buyer is a hotel developer who intends on gut renovating the existing buildings for redevelopment as a boutique hotel, subject to historic preservation.

Property Name 242 Washington Avenue
 Address 242 Washington Avenue
 Miami Beach, FL 33139
 United States

Government Tax Agency Miami-Dade
 Govt./Tax ID 02-4203-009-2670

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.161	7,000
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 N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street 50 ft Washington Avenue

General Plan High density, mixed-use residential
 Specific Plan TBD
 Zoning R-PS2, Residential Performance Standard, Medium Density
 Entitlement Status N/A

Sale Summary

Recorded Buyer	Geoffrey & Erica Weber	Marketing Time	N/A
True Buyer	N/A	Buyer Type	Private Investor
Recorded Seller	Ibiza 2 Inc.	Seller Type	Private Investor
True Seller	Robert Curran	Primary Verification	Thomas G. Sherman, Attorney & Public Records
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Single family residential	Date	4/12/2021
Proposed Use	TBD	Sale Price	\$3,200,000
Listing Broker	Off-market transaction	Financing	Market Rate Financing
Selling Broker	N/A	Cash Equivalent	\$3,200,000
Doc #	32464/2019	Capital Adjustment	\$0
		Adjusted Price	\$3,200,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
04/2021	Sale	Geoffrey & Erica Weber	Ibiza 2 Inc.	\$3,200,000	\$19,912,881 / \$457.14



Sale	Land - Mixed-Use	No. 6
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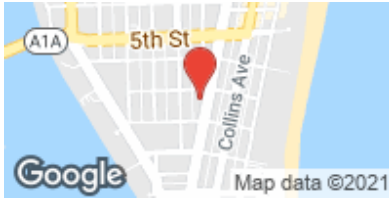
Units of Comparison

\$457.14 / sf	N/A / Unit
\$19,912,881.14 / ac	N/A / Allowable Bldg. Units
	N/A / Building Area

Financial

No information recorded

Map & Comments



This comparable sale is located along the west side of Washington Avenue, just south of 3rd Street in the South of 5th submarket in Miami Beach, Florida. The property is improved with a 1,435-SF single family residence that is an under improvement for the site and was purchased as a second home by a Brooklyn NY couple. The sale transaction was facilitated with a \$2.0 million adjustable rate mortgage in favor of US Bank.

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 1.50
 Min Land to Bldg Ratio 0.67:1
 Maximum Density 77.96 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
 True Buyer Rishi Kapoor
 Recorded Seller 1234 Partners, Ltd.
 True Seller Jonathan Fryd & David Resnick

Marketing Time N/A
 Buyer Type Private Syndicator
 Seller Type Private Investor
 Primary Verification Buyer #786-701-6724

Interest Transferred Fee Simple/Freehold
 Current Use Obsolete retail/office
 Proposed Use Retail/office redevelopment
 Listing Broker Off-market transaction
 Selling Broker N/A
 Doc # 32501/292

Type	Sale
Date	5/4/2021
Sale Price	\$20,000,000
Financing	Other(See Comments)
Cash Equivalent	\$20,000,000
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



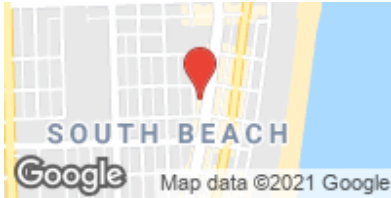
Units of Comparison

\$596.57 / sf	N/A / Unit
\$25,987,525.99 / ac	\$333,333 / Allowable Bldg. Units
	\$397.71 / Building Area

Financial

No information recorded

Map & Comments



This comparable land sale comprises a 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 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.

Under Contract

Land - Mixed-Use

No. 8

Property Name 411 Michigan Avenue
 Address 411 Michigan Avenue
 Miami Beach, FL 33139
 United States

Government Tax Agency Miami-Dade
 Govt./Tax ID 02-4203-009-7900

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.161	7,000
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 N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street 50 ft Michigan Avenue

General Plan Mixed-use commercial
 Specific Plan TBD
 Zoning CPS-2, Commercial Performance Standard, General Mixed-Use
 Entitlement Status N/A

Sale Summary

Recorded Buyer	Confidential	Marketing Time	6 Month(s)
True Buyer	Confidential	Buyer Type	N/A
Recorded Seller	City First Mortgage Corp.	Seller Type	Other
True Seller	c/o Moshe Rubinstein Law Firm	Primary Verification	Paul Nudelman, Listing Agent

Interest Transferred Fee Simple/Freehold
 Current Use Obsolete office
 Proposed Use TBD
 Listing Broker Marcus & Millichap #786-522-7020
 Selling Broker N/A
 Doc # Not yet closed

Type	Under Contract
Date	4/21/2021
Sale Price	\$2,200,000
Financing	All Cash
Cash Equivalent	\$2,200,000
Capital Adjustment	\$0
Adjusted Price	\$2,200,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
04/2021	Under Contract	Confidential	City First Mortgage Corp.	\$2,200,000	\$13,690,106 / \$314.29



Units of Comparison

\$314.29 / sf
\$13,690,105.79 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

Financial

No information recorded

Map & Comments



This comparable land sale is a mortgage lender REO that was broker listed at \$2,200,000 and reported to be "in-contract" by the broker. The site is located along the east side of Michigan Avenue, just south of 5th Street in the South of 5th submarket in Miami Beach, Florida. The property is under improved with a 2-story, 1,861-SF professional office building that was originally constructed in 1933 and renovated in 2001. The property previously sold in March 2016 for \$3,700,000 and the lender received the certificate of title in January 2019.

Addendum B

COMPARABLE GROUND RENT DATA SHEETS

Comparable	Retail - Convenience Store / Service Station	No. 1
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Property Name WaWa Ground Lease
 Address 3300 NW 87th Avenue
 Doral, FL 33172
 United States

Government Tax Agency Miami-Dade
 Govt./Tax ID 35-3028-018-0280

Site/Government Regulations

	Acres	Square feet
Land Area Net	1.560	67,957
Land Area Gross	1.560	67,957
Excess Land Area	N/A	N/A

Site Development Status	Finished
Shape	Rectangular
Topography	Generally Level
Utilities	All Available

Maximum Floor Area	N/A
Maximum FAR	N/A
Actual FAR	0.09

Frontage Distance/Street	303 ft NW 87th Avenue
Frontage Distance/Street	230 ft NW 33rd Street

Zoning IC (Industrial Commercial District)
 General Plan N/A

Improvements

Gross Leasable Area (GLA)	6,119 sf	Floor Count	1
Status	Existing	Parking Type	Surface
Occupancy Type	Single Tenant	Parking Ratio	8.01/1,000 sf
Year Built	2020	Condition	Good
Year Renovated	N/A	Exterior Finish	Concrete
Total Anchor Rentable Area	N/A	Number of Buildings	1
Total In Line Rentable Area	N/A		
Anchor	N/A		
Junior Anchor	N/A		
National	N/A		

Contact

Recorded Owner	WAGAS V DORAL LLC	Leasing Agent	N/A
True Owner	N/A	Company	N/A

Rental Survey

Occupancy	100%	Tenant Size	67,957 sf
In Line Retail Occupancy	100%	Lease Term	240 Mo(s).
Reimbursements	Absolute Net	Annual Base Rent	\$7.29 per sf
Rent Changes/Steps	7% increases every 5 year	Free Rent	N/A
Survey Date	11/2020	TI Allowance	N/A
Survey Notes	N/A	Reimbursement Amount	N/A
		Total Oper. & Fixed Exp.	N/A

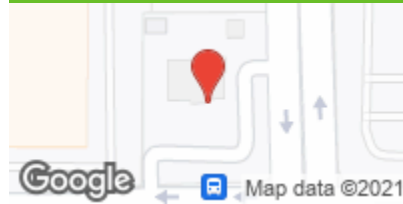


Comparable Retail - Convenience Store / Service Station No. 1

Actual Leases

<u>Tenant Name</u>	<u>Tenancy</u> <u>Use Type</u>	<u>Size (sf)</u>	<u>Term</u> <u>(Mo.)</u>	<u>Type of</u> <u>Lease</u>	<u>Start Date</u>	<u>Annual</u> <u>Base</u> <u>Rate per</u> <u>sf</u>	<u>Reimbs.</u>	<u>Rent Changes /</u> <u>Steps</u>	<u>Free</u> <u>Rent</u> <u>(Mo.)</u>	<u>TI</u> <u>Allowance</u> <u>per sf</u>
WaWa	Other	67,957	240	New	3/15/2020	\$7.29	Absolute Net	7% increases every 5 year	N/A	N/A

Map & Comments



The comparable is a 1.56-acre (67,957 sq. ft.) site located at 3300 NW 87th Avenue in Doral, Miami-Dade County, Florida. The site is currently improved with a 6,119-square foot WaWa gas station/convenience store that was recently completed in March of 2020. The property is current encumbered by a 20-year ground lease that commenced in January of 2020. The lease also includes 6, 5-year option periods and is on an absolute net structure whereby tenant reimburses the owner for all expenses. Additionally, the subject is currently under contract for \$10,800,000 or \$159 PSF of site area.

Google Map data ©2021

Comparable

Retail - Drug Store

No. 2

Property Name CVS Pharmacy
Address 10660 SW 40th Street
Miami, FL 33165
United States

Government Tax Agency Miami-Dade
Govt./Tax ID 30-4020-017-0010

Site/Government Regulations

	Acres	Square feet
Land Area Net	2.380	103,672
Land Area Gross	N/A	N/A
Excess Land Area	N/A	N/A

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

Maximum Floor Area	N/A
Maximum FAR	N/A
Actual FAR	0.17

Frontage Distance/Street	N/A SW 40th Street
Frontage Distance/Street	N/A SW 107th Avenue

Zoning BU-1A, Business
General Plan Commercial retail

Improvements

Gross Leasable Area (GLA)	17,187 sf	Floor Count	1
Status	N/A	Parking Type	Surface
Occupancy Type	N/A	Parking Ratio	0.00/1,000 sf
Year Built	2017	Condition	N/A
Year Renovated	N/A	Exterior Finish	N/A
Total Anchor Rentable Area	N/A	Number of Buildings	2
Total In Line Rentable Area	N/A		
Anchor	N/A		
Junior Anchor	N/A		
National	N/A		

Contact

Recorded Owner	N/A	Leasing Agent	N/A
True Owner	N/A	Company	N/A

Rental Survey

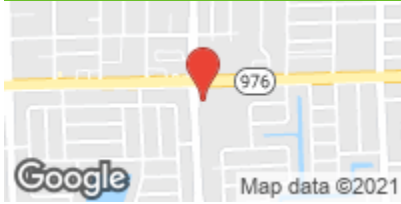
Occupancy	100%	Tenant Size	103,672 sf
In Line Retail Occupancy	100%	Lease Term	300 Mo(s).
Reimbursements	Absolute Net	Annual Base Rent	\$7.23 per sf
Rent Changes/Steps	Flat, 5% every 5-year opt	Free Rent	N/A
Survey Date	01/2021	TI Allowance	N/A
Survey Notes	N/A	Reimbursement Amount	N/A
		Total Oper. & Fixed Exp.	N/A



Actual Leases

<u>Tenant Name</u>	<u>Tenancy</u> <u>Use Type</u>	<u>Size (sf)</u>	<u>Term</u> <u>(Mo.)</u>	<u>Type of</u> <u>Lease</u>	<u>Start Date</u>	<u>Annual</u> <u>Base</u> <u>Rate per</u> <u>sf</u>	<u>Reimbs.</u>	<u>Rent Changes /</u> <u>Steps</u>	<u>Free</u> <u>Rent</u> <u>(Mo.)</u>	<u>TI</u> <u>Allowance</u> <u>per sf</u>
CVS Pharmacy	Retail	103,672	300	New	9/8/2017	\$7.23	Absolute Net	Flat, 5% every option ter	N/A	N/A

Map & Comments



This comparable rental is an absolute net ground lease for a CVS Pharmacy located at the southeast corner intersection of SW 40th Street and SW 107th Avenue in Miami, Florida. The site plan also includes a Wendy's drive through sublease with the CVS on a 25-year base term plus nine (9), 5-year option terms. The property is broker listed at \$16,650,000 and a 4.50% cap rate.

Comparable Retail - Convenience Store / Service Station No. 3

Property Name WaWa - Ground Lease
Address 590 NE 167th Street
Miami, FL 33162
United States

Government Tax Agency Miami-Dade
Govt./Tax ID 30-2218-047-0010

Site/Government Regulations

	Acres	Square feet
Land Area Net	1.220	53,143
Land Area Gross	1.220	53,143
Excess Land Area	N/A	N/A

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

Maximum Floor Area	N/A
Maximum FAR	N/A
Actual FAR	0.08

Frontage Distance/Street	N/A NE 167th Street
Frontage Distance/Street	N/A NE 6th Avenue

Zoning BU-2, Business District
General Plan Commercial retail

Improvements

Gross Leasable Area (GLA)	4,345 sf	Floor Count	1
Status	Existing	Parking Type	Surface
Occupancy Type	Single Tenant	Parking Ratio	0.00/1,000 sf
Year Built	2019	Condition	Good
Year Renovated	N/A	Exterior Finish	N/A
Total Anchor Rentable Area	N/A	Number of Buildings	1
Total In Line Rentable Area	N/A		
Anchor	N/A		
Junior Anchor	N/A		
National	N/A		

Contact

Recorded Owner	KRISPY KREME REDEVELOPMENT	Leasing Agent	N/A
True Owner	N/A	Company	N/A

Rental Survey

Occupancy	100%	Tenant Size	53,143 sf
In Line Retail Occupancy	100%	Lease Term	240 Mo(s).
Reimbursements	Absolute Net	Annual Base Rent	\$8.00 per sf
Rent Changes/Steps	8.0% every 5-years commen	Free Rent	N/A
Survey Date	01/2021	TI Allowance	N/A
Survey Notes	N/A	Reimbursement Amount	N/A
		Total Oper. & Fixed Exp.	N/A



Actual Leases

<u>Tenant Name</u>	<u>Tenancy</u> <u>Use Type</u>	<u>Size (sf)</u>	<u>Term</u> <u>(Mo.)</u>	<u>Type of</u> <u>Lease</u>	<u>Start Date</u>	<u>Annual</u> <u>Base</u> <u>Rate per</u> <u>sf</u>	<u>Reimbs.</u>	<u>Rent Changes /</u> <u>Steps</u>	<u>Free</u> <u>Rent</u> <u>(Mo.)</u>	<u>TI</u> <u>Allowance</u> <u>per sf</u>
Wawa	Retail	53,143	240	New	3/15/2020	\$8.00	Absolute Net	8.0% every 5-ys. commenc	N/A	N/A

Map & Comments



This comparable rental represents a 53,143 SF absolute net ground lease improved with a Wawa gas station/convenience store located at the southwest corner intersection of NE 167th Street and NE 6th Avenue in Miami, Florida. The site plan is a redevelopment of an obsolete Krispy Kreme retail/manufacturing facility on a 1.78-acre parcel that was carved up for the Wawa and a new Krispy Kreme retail store with drive through on the west 0.56-acres. The Wawa lease base term is for 20-years plus six (6), 5-year option terms with 8% escalations every 5-years commencing in Year 11. The property is also broker listed "for sale" at \$9,444,000 and a 4.50% cap rate.

Property Name Wendy's - Ground Lease
 Address 2370 SW 8th Street
 Miami, FL 33135
 United States

Government Tax Agency Miami-Dade
 Govt./Tax ID 01-4110-014-0360

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.396	17,250
Land Area Gross	N/A	N/A
Excess Land Area	N/A	N/A

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

Maximum Floor Area	N/A
Maximum FAR	N/A
Actual FAR	0.13
Frontage Distance/Street	N/A SW 8th Street

Zoning T6-8 O, Urban Core, Open
 General Plan Commercial retail

Improvements

Gross Leasable Area (GLA)	2,163 sf	Floor Count	1
Status	N/A	Parking Type	N/A
Occupancy Type	Single Tenant	Parking Ratio	0.00/1,000 sf
Year Built	2020	Condition	New
Year Renovated	N/A	Exterior Finish	N/A
Total Anchor Rentable Area	N/A	Number of Buildings	N/A
Total In Line Rentable Area	N/A		
Anchor	N/A		
Junior Anchor	N/A		
National	N/A		

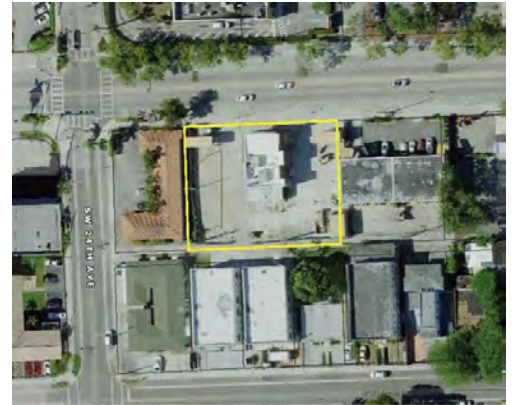
Contact

Recorded Owner	N/A	Leasing Agent	N/A
True Owner	N/A	Company	N/A

Rental Survey

Occupancy	100%
In Line Retail Occupancy	100%
Reimbursements	Absolute Net
Rent Changes/Steps	7.5% every 5-years
Survey Date	01/2021
Survey Notes	N/A

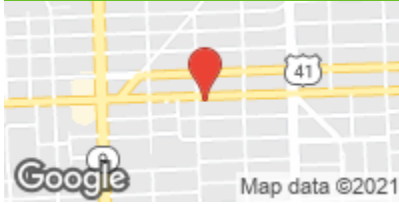
Tenant Size	17,250 sf
Lease Term	240 Mo(s).
Annual Base Rent	\$8.40 per sf
Free Rent	N/A
TI Allowance	N/A
Reimbursement Amount	N/A
Total Oper. & Fixed Exp.	N/A



Actual Leases

<u>Tenant Name</u>	<u>Tenancy</u> <u>Use Type</u>	<u>Size (sf)</u>	<u>Term</u> <u>(Mo.)</u>	<u>Type of</u> <u>Lease</u>	<u>Start Date</u>	<u>Annual</u> <u>Base</u> <u>Rate per</u> <u>sf</u>	<u>Reimbs.</u>	<u>Rent Changes /</u> <u>Steps</u>	<u>Free</u> <u>Rent</u> <u>(Mo.)</u>	<u>TI</u> <u>Allowance</u> <u>per sf</u>
Wendy's	Retail	17,250	240	N/A	6/1/2020	\$8.41	Absolute Net	7.5% every 5-years	N/A	N/A

Map & Comments



This comparable rental is an absolute net ground lease for a Wendy's fast food restaurant located along the south side of SW 8th Street, just east of SW 24th Avenue in Miami, Florida. The tenant is a 210-unit franchisee identified as JAE Restaurant Group with a 20-year base term commencing June 1, 2020 plus four (4), 5-year option terms with 7.5% escalations every 5-years. The property is also broker listed "for sale" at \$3,411,765 and a 4.25% cap rate.

Property Name Bank of America
 Address 741 SE 17th Street Causeway
 Fort Lauderdale, FL 33316
 United States

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

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.800	34,845
Land Area Gross	N/A	N/A
Excess Land Area	N/A	N/A

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

Maximum Floor Area N/A
 Maximum FAR N/A
 Actual FAR 0.16

Frontage Distance/Street	N/A SE 17th Street Causeway
Frontage Distance/Street	N/A SE 10th Avenue
Frontage Distance/Street	N/A SE 16th Court

Zoning N/A
 General Plan Retail

Improvements

Gross Leasable Area (GLA)	5,540 sf	Floor Count	1
Status	Proposed	Parking Type	Surface
Occupancy Type	Single Tenant	Parking Ratio	12.45/1,000 sf
Year Built	2021	Condition	New
Year Renovated	N/A	Exterior Finish	Stone Veneer
Total Anchor Rentable Area	N/A	Number of Buildings	1
Total In Line Rentable Area	N/A		
Anchor	N/A		
Junior Anchor	N/A		
National	N/A		

Contact

Recorded Owner	N/A	Leasing Agent	N/A
True Owner	N/A	Company	N/A

Rental Survey

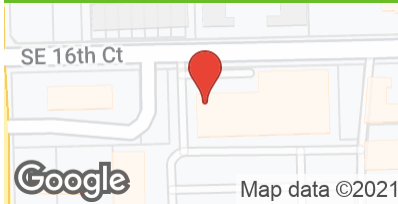
Occupancy	100%	Tenant Size	5,540 sf
In Line Retail Occupancy	100%	Lease Term	240 Mo(s).
Reimbursements	Absolute Net	Annual Base Rent	\$7.63 per sf
Rent Changes/Steps	10% every 5 years	Free Rent	N/A
Survey Date	05/2021	TI Allowance	N/A
Survey Notes	N/A	Reimbursement Amount	N/A
		Total Oper. & Fixed Exp.	N/A



Actual Leases

<u>Tenant Name</u>	<u>Tenancy</u> <u>Use Type</u>	<u>Size (sf)</u>	<u>Term</u> <u>(Mo.)</u>	<u>Type of</u> <u>Lease</u>	<u>Start Date</u>	<u>Annual</u> <u>Base</u> <u>Rate per</u> <u>sf</u>	<u>Reimbs.</u>	<u>Rent Changes /</u> <u>Steps</u>	<u>Free</u> <u>Rent</u> <u>(Mo.)</u>	<u>TI</u> <u>Allowance</u> <u>per sf</u>
Bank of America	Retail	34,845	240	New	3/22/2021	\$7.63	Absolute Net	10% every 5 years	N/A	N/A

Map & Comments



This comparable rental is a single tenant, absolute ground lease to Bank of America who previously owned & anchored the vintage bank building on 2.59-acres that was acquired by Trion Ventures in December 2019 for \$7,000,000 or \$62.02 per square foot of land area. The developer is also giving Bank of America a \$4,000,000 for construction reimbursement as part of the site acquisition purchase price. The Bank of America will occupy 0.80-acres within the larger 2.59-acre master site plan that totals 22,990-SF including a pre-lease to ABC Fine Wine & Spirits 7,995-SF store and a 9,450 square foot retail strip center that is partially pre-leased to Starbucks and Aspen Dental. The master site plan design provides excellent shared ingress/egress and on-site vehicular circulation via four (4) street fronts including SE 17th Street Causeway, SE 10th Street, Miami Road and SE 16th Court.

The Bank of America ground lease is broker listed at \$7,086,267 or a 3.75% cap rate with rent commencement on March 22, 2021 at \$265,735 per annum twenty (20), 5-year options to renew and 10% escalations every 5-years. The branch bank building is 5,540-SF plus 3-drive through lanes and 69-parking spaces. B of A is investment grade and S&P rated "A-" with branch deposits reported to be \$426 million.

Addendum C

EXISTING SIDEWALK CAFÉ LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made this 9th day of August, 2017, by and between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "City"), and **SOBE TOSCANA LLC**, a Florida limited liability company (hereinafter referred to as "Tenant").

1. Demised Premises.

The City, in consideration of the rentals hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by the Tenant, hereby leases, lets and demises to the Tenant, and Tenant hereby leases and hires from the City, those certain premises hereinafter referred to as the "Demised Premises", located at 22 Washington Avenue, Miami Beach, Florida 33139, and more fully described as follows:

Approximately two thousand two hundred sixteen (2,216) square feet of land with any existing improvements. Such Demised Premises are specified in Exhibit A, which is hereby made a part of this Lease.

Tenant is leasing the Demised Premises concurrently with the restaurant space, adjacent to the Demised Premises, having a physical address of 816 Commerce Street, Miami Beach, Florida 33139 ("Restaurant at 816 Commerce Street").

2. Term.

2.1 Tenant shall be entitled to have and to hold the Demised Premises for an initial term of five (5) years, commencing on August 1, 2017 (Commencement Date), and ending on July 31, 2022.

2.2 The City, at its sole discretion, may grant Tenant an option to renew this Lease for one additional term of four (4) years and nine (9) months, based upon Tenant's agreement to pay the Renewal Rent, as more particularly described in subsection 3.1.2. In the event Tenant wishes to request said renewal option, Tenant shall communicate said request, in writing, to the City no earlier than 180 days and at least 120 days prior to the end of the initial term.

2.3 Termination for Convenience.

This Lease may be terminated, in whole or in part, by the City, for convenience and without cause, upon the furnishing of sixty (60) days prior written notice to Tenant. Notwithstanding the foregoing, the City shall not exercise this Termination for Convenience within the first three (3) years of the Term.

In the event of termination by the City pursuant to this subsection, Tenant herein acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind or nature, against the City, its agents, servants and employees (including, but not limited to, claims for any start-up costs, interference in business or damages for interruption of services, or interference in its concession operations). In no event shall the City be liable to Tenant for any indirect, incidental, special, lost profits or consequential damages.

3. Rent.

3.1 Base Rent:

Base Rent for the Demised Premises during the initial term shall begin to accrue as of the Commencement Date; based upon the total leasable space of 2,216 square feet as follows:

The Base Rent for the Demised Premises shall be as follows:

Months of Term	Base Rent Rate	Monthly Base Rent	Period Base Rent
August 1, 2017 - July 31, 2018	\$ 22.51	\$ 4,156.85	\$ 49,882.20
August 1, 2018 - July 31, 2019	\$ 23.19	\$ 4,282.42	\$ 51,389.04
August 1, 2019 - July 31, 2020	\$ 23.89	\$ 4,411.69	\$ 52,940.28
August 1, 2020 - July 31, 2021	\$ 24.61	\$ 4,544.65	\$ 54,535.80
August 1, 2021 - July 31, 2022	\$ 25.35	\$ 4,681.30	\$ 56,175.60
Total Base Rent			\$ 264,922.92

3.1.1 Base Rent shall be due and payable on the first day of each month throughout the Term of this Lease, along with applicable sales tax.

3.1.2 Notwithstanding anything in this Section 3 or in this Lease, the City reserves the right to re-negotiate the Base Rent amount, concurrent with Tenant's right to exercise and City's approval (if at all), of the renewal term ("Renewal Rent"). The Renewal Rent may be based upon a percentage of gross receipts or may continue to be assessed as a fixed annual rent, based upon the fair market rent at the time, to be escalated annually by 3%; however, at no time will the Base Rent during the renewal term be less than the rent for the previous lease year plus the 3% escalation.

3.2 Late Payment.

It is expressly agreed and understood by and between the parties hereto that any installments of rent accruing under the provisions of this Lease which shall not be paid when due shall bear interest at the maximum legal rate of interest per annum then prevailing in Florida from the date when the same was payable by the terms hereof, until the same shall be paid by Tenant. Any failure on the City's behalf to enforce this Section shall not constitute a waiver of this provision with respect to future accruals of past due rent. In addition, there will be a late charge of \$50.00 for any payments submitted after the due date.

3.3 Sales and Use Tax.

It is also understood that Tenant shall also include and forward to the City any and all additional sums for all applicable sales and use tax, now or hereafter prescribed by State, Federal or local law, and now described by Florida Statute 212.031. It is the City's intent that it is to receive all payments due from Tenant as net of such Florida State Sales and Use Tax.

3.4 Location for Payments.

All rents or other payments due hereunder shall be paid to the City of Miami Beach at the following address:

City of Miami Beach
Finance Department
1700 Convention Center Drive
Miami Beach, Florida 33139

4. Maintenance and Examination of Records.

Tenant shall maintain current, accurate, and complete financial records on an accrual basis of accounting related to its operations pursuant to this Lease, including such records and accounting related to the Restaurant at 816 Commerce Street. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit by the City Manager or his designee upon reasonable prior request and during normal business hours. Such records and accounts shall include a breakdown of gross receipts, expenses, and profit and loss statements, and such records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross receipts and profit and loss statement pursuant to generally accepted accounting principles.

5. Inspection and Audit.

Tenant shall maintain its financial records pertaining to its operation pursuant to this Lease and including the Restaurant at 816 Commerce Street for a period of three (3) years after the conclusion of the initial term, or (if approved) the last renewal term, and such records shall be open and available to the City Manager or his designee, as deemed necessary by the City Manager or his designee. Tenant shall maintain all such records at its principal office, currently located at 816 Commerce Street, Miami Beach, Florida, 33139 or, if moved to another location, all such records shall be relocated, at Tenant's expense, to a location within the City of Miami Beach, within ten (10) days' written notice from the City Manager or his designee that the City desires to review said records.

6. Taxes, Assessments, and Utilities.

- 6.1** Tenant agrees to and shall pay before delinquency all taxes (including but not limited to Resort Taxes) and assessments of any kind assessed or levied upon Tenant by reason of this Lease or by reason of the business or other activities and operations of Tenant upon or in connection with the Demised Premises and/or the adjoining Restaurant at 816 Commerce Street.

Tenant shall also pay for any fees imposed by law for licenses or permits for any business, activities, or operations of Tenant upon the Demised Premises and/or the adjoining ground level restaurant at 816 Commerce Street, and shall maintain same current and in good standing throughout the Term of this Lease.

6.2 Utilities.

The City shall not be responsible for providing electrical or water service, or any and all other utilities to and/or for, and/or in connection with, the Demised Premises.

Requests for installation of electrical, water and /or any and all other utilities shall be submitted in writing to the City Manager or his designee. Installation and connection of any and all utilities, as and if approved by the City, will be performed at Tenant's sole cost and expense.

6.3 Procedure If Ad Valorem Taxes Assessed.

During the term of this Lease, Tenant shall be solely responsible for all taxes of whatever nature lawfully levied upon or assessed against the Demised Premises and improvements, sales, or operations thereon, including but not limited to, Ad Valorem taxes.

7. Security Deposit.

7.1 On or prior to the Commencement Date, Tenant shall pay the City a Security Deposit, in the sum of Twelve Thousand Four Hundred Seventy and 55/100 Dollars (\$12,470.55). Said Security Deposit is to ensure the full and faithful performance by the Tenant of each and every term, covenant and condition of this Lease. In the event that Tenant defaults with respect to any of the terms, provisions, covenants and conditions of this Lease, including but not limited to, the payment of any rent, the City may use, apply or retain the whole or any part of the Security Deposit for the payment of such rents in default or any other sum which the City may expend or be required to expend by reason of the Tenant's default, including any damages or deficiency in the re-letting of the Demised Premises, whether such damages or deficiency may accrue or after summary proceedings or other re-entry by City.

7.2 In the event that the Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to the Tenant, without interest, upon the expiration of the Lease and peaceful surrender of the Demised Premises.

7.3 City shall not be required to keep the Security Deposit in a segregated account and the Security Deposit may be commingled with other funds of City and in no event shall the Tenant be entitled to any interest on the Security Deposit.

7.4 In the event of a bona fide sale of the Demised Premises, as delineated in this Lease, the City shall have the right to transfer the Security Deposit to the purchaser for the benefit of the Tenant and the City shall be considered by the Tenant free from all liability for the return of such Security Deposit, and the Tenant agrees to look to the new owner/landlord solely for the return of the Security Deposit, if such Security Deposit is actually transferred, and it is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any new owner/landlord.

It is expressly understood that the issuance of a warrant and the lawful re-entry to the Demised Premises by the City for any default on the part of the Tenant, prior to the expiration of the term of this Lease, shall not be deemed such termination of this Lease as to entitle the Tenant to recovery of the Security Deposit and the Security Deposit shall be retained and remain the possession of the City.

- 7.5 Tenant shall provide an Unconditional Guaranty by the principal of SOBE TOSCANA LLC, Catherine Arrighi Guitera, for the entire Term of this Lease including any Renewal Terms, equal to the last six (6) months' of Base Rent, in the amount of Twenty Eight Thousand Eighty-Seven and 80/100 Dollars (**\$28,087.80**), a copy of which is attached as Exhibit "C" hereto.

8. Use and Possession of Demised Premises.

- 8.1 The Demised Premises shall be used by the Tenant solely as an outdoor café to serve the patrons and guests of Tenant's adjoining Restaurant at 816 Commerce Street. The outdoor café shall have days and hours of operation from Sunday through Thursday commencing on 11:30 a.m., and ending no later than 11:00 p.m., and Friday through Saturday, commencing on 11:30 a.m., and ending no later than midnight. Notwithstanding the preceding hours of operation, the outdoor café on the Demised Premises shall only be open when the restaurant at 816 Commerce Street is open for business (and, conversely, shall be closed when the restaurant is closed).

- 8.2 Tenant and owner/tenant of the Restaurant at 816 Commerce Street shall at all times throughout the Term of the Lease be one and the same and cannot exist independently of each other. Tenant acknowledges and agrees that its use of the Demised Premises shall be, and remain at all times throughout the Term, an ancillary use to Tenant's restaurant at 816 Commerce Street. Additionally, Tenant's operation will not interfere with pedestrian traffic.

The number of seating on the Demised Premises shall not exceed 65 and shall be included in the overall seating count of Tenant's Restaurant at 816 Commerce Street. There shall be no bar counter of any kind as part of the Demised Premises and all food served shall be prepared within the interior kitchen of the Tenant's restaurant and only when the interior kitchen is operational. Any and all alcoholic beverages served at the outdoor café shall be serviced by Tenant's restaurant. All tables and chairs will be removed and stored each night at close of business. Any exception to this requirement shall be at the sole and absolute discretion of the City Manager or his designee. Tenant shall further maintain the Demised Premises and abide by the conditions set forth in Exhibit "B" of the Lease.

- 8.3 Tenant hereby warrants and represents that SOBE TOSCANA LLC is the owner of the Restaurant at 816 Commerce Street and shall, throughout the Term of the Lease, remain as the owner of said restaurant, unless any change in ownership is approved by the City Manager, in writing, prior to such change taking place. Change of ownership for purposes hereof shall include, without limitation, a sale, exchange, assignment, transfer or other disposition by Tenant of all or a portion of Tenant's interest in the restaurant, whether by operation of law or otherwise.

- 8.4 Tenant agrees not to place any television, speakers, or any other device used to amplify sound, on or around the Demised Premises. Tenant further agrees to not attach any televisions, speakers, or any other device used to amplify sound, to the exterior of the Restaurant building at 816 Commerce Street. Furthermore, Tenant shall in no manner use the Demised Premises, or Tenant's restaurant at 816 Commerce Street, as an outdoor entertainment or open air entertainment establishment, and hereby acknowledges that such uses are prohibited (whether as main or accessory uses).
- 8.5 Tenant agrees that any (i) valet parking and/or a taxi cab stand; (ii) Take-out service; and (iii) any Sidewalk Café permit, if approved by the City in conjunction with the Tenant's restaurant operation at 816 Commerce Street shall not utilize Washington Avenue and will be limited to Commerce Street. Furthermore, any and all deliveries to the restaurant shall be limited to the alley located on the south side of 816 Commerce Street.
- 8.6 Tenant shall be permitted to apply to the City of Miami Beach for one (1) special event permit for the sole and express purpose of hosting an opening event for the restaurant. At no time thereafter, throughout the remaining term of the Lease, shall the Tenant be permitted to submit an application for a special event to be held on the Demised Premises.
- 8.7 It is understood and agreed that the Demised Premises shall be used by the Tenant during the term of this Lease only for the uses contemplated herein, and for no other purpose or use whatsoever. Tenant will not make or permit any use of the Demised Premises that, directly or indirectly, is forbidden by public law, ordinance or government regulation, or that may be dangerous to life, limb or property. Tenant may not commit waste on the Demised Premises, use the Demised Premises for any illegal purpose, or commit a nuisance on the Demised Premises. In the event that the Tenant uses the Demised Premises for any purpose not expressly permitted herein, then the City may declare this Lease in default pursuant to Section 18, or without notice to Tenant, restrain such improper use by injunction or other legal action.
- 8.8 **Notwithstanding anything to the contrary contained herein, in the event of a breach by Tenant of any conditions in this Section 8, the City Manager, in his sole determination and judgment, shall have the right to automatically terminate this Lease, without any liability to the City; said termination effective upon three (3) days written notice to Tenant. By executing the Lease, Tenant hereby agrees to this condition, and further voluntarily and knowingly waives and releases any and all rights now or hereinafter conferred upon Tenant pursuant to Florida Statutes including, without limitation, the procedures set forth in Chapter 83, Florida Statutes' for removal in nonresidential tenancies; the Miami-Dade; and the Miami Beach Code (respectively); to the extent this and applicable law(s) would have the effect of limiting or modifying the City's rights to terminate this Lease pursuant to this Subsection.**

9. Improvements.

9.1 Any improvements on the Demised Premises shall be subject to the prior written approval of the City Manager, which approval, if given at all, shall be at their sole discretion. As part of such approval, the City Manager may require a Performance Bond for any proposed Improvements. All permanent (fixed) improvements to the Demised Premises shall become the property of the City upon termination of the Lease. Notwithstanding the preceding sentence, the City may require that Tenant, upon termination of the Lease, remove all permanent (fixed) improvements to the Demised Premises (at his/her sole discretion), without damage to the Demised Premises or cost to the City. Furthermore, upon the lawful termination of the Lease, all personal property and trade fixtures may be removed by the Tenant from the Demised Premises without damage to the Demised Premises. Tenant will permit no liens to attach to the Demised Premises arising from, connected with or related to the construction of any improvements. Moreover, such construction shall be properly permitted and done in compliance with all applicable Municipal, County, State and Federal regulatory requirements, and shall be accomplished through the use of licensed, reputable contractors who are acceptable to the City. Any and all costs, permits and or licenses required for the installation and maintenance of improvements shall be the sole responsibility of Tenant.

9.2 Performance Bond.

INTENTIONALLY OMITTED

City's Right of Entry.

9.3 The City, or its authorized agent or agents, shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same, preventing waste, making such repairs as the City may consider necessary and for the purpose of preventing fire, theft or vandalism. However, the City agrees that whenever possible, the City shall provide reasonable notice, in writing, to Tenant, unless the need to enter the Demised Premises is an emergency, as deemed by the City at its sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of the City to do any work that under any provisions of this Lease the Tenant may be required to perform, and the performance thereof by the City shall not constitute a waiver of the Tenant's default.

9.4 If the Tenant shall not be personally present to permit entry onto the Demised Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the City, or its agents, may enter the Demised Premises, including, without limitation, forcibly entering the Demised Premises, without rendering the City or such agents liable therefore.

10. Tenant's Insurance Requirements.

- 10.1 Before beginning any work and throughout the term of the Lease (including renewal periods), Tenant shall, at its sole cost and expense, comply with all insurance requirements of the City. It is agreed by the parties that Tenant shall not occupy the Demised Premises until proof of the following insurance coverage have been reviewed and approved by the City's Risk Manager. All insurance policies required below shall be issued by companies authorized to do business under the laws of the State of Florida. Provider shall indicate that insurance coverage has been obtained which meets the requirements as outlined below by submitting original certificates of insurance to the City's Risk Manager and Asset Manager respectively:
- 10.1.1 Worker's Compensation for all employees of the provider as required by Florida Statute 440 and Employer's Liability coverage in accordance with the Florida Statutory requirements.
- 10.1.2 Commercial General Liability on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence, for bodily injury and property damage. City of Miami Beach must be shown as an additional insured with respect to this coverage. Additionally, this insurance coverage shall include a waiver of subrogation in favor of the City.
- 10.1.3 All-Risk property and casualty insurance, written at a minimum of eighty (80%) percent of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture, and other property removable by Tenant under the provisions of this Lease).
- 10.2 The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the provider.
- 10.3 The company must be rated no less than "B+" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

CERTIFICATE HOLDER MUST READ:

C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

- 10.3.1 Updated COI must be submitted to ITS via email with the following:
I. Email address: miamibeach.contracts@instracking.com

II. Copy Andrew Bejel at AndrewBejel@miamibeachfl.gov and Febe Perez at febeperez@miamibeachfl.gov on the submittal to ITS

- 10.4 Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this Lease.
- 10.5 City reserves the right to impose additional reasonable insurance requirements as the City may deem necessary or in accordance with common practice.
- 10.6 The policies of insurance referred to above shall not be subject to cancellation or changing coverage except upon at least thirty (30) days written notice to City and then subject to the prior written approval of the City's Risk Manager. Should Tenant fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by City in obtaining said insurance, shall be repaid by Tenant to City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If Tenant does not repay City's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) until paid and such failure shall be deemed an event of default hereunder.

11. Assignment and Subletting.

- 11.1 Tenant shall not have the right to assign or sublet the Demised Premises, in whole or in part, without the prior written consent of City which shall not be unreasonably withheld. Such written consent is not a matter of right and City is not obligated to give such consent. If granted as provided herein, the making of any assignment or sublease will not release Tenant from any of its obligations under this Lease. A sale or transfer of a majority interest of the stock of Tenant's corporate entity shall be deemed an assignment, and for purposes of this Lease, the City shall have the right to approve the new majority owner. Said approval shall be provided in writing. Tenant is prohibited from assigning or subletting this Lease to any person or entity which is not of the same or higher financial responsibility as Tenant, as shall be determined by City, in its sole judgment and discretion. Further, Tenant shall be prohibited from any changes in ownership, whether in the Demised Premises or the restaurant located at 816 Commerce Street, as set forth in Subsections 8.2 and 8.3.
- 11.2 Any consent by the City to any act of assignment shall apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Tenant or the legal representatives or assigns of the Tenant, to obtain from the City consent to any other or subsequent assignment, or as modifying or limiting the rights of the City under the foregoing covenants of the Tenant not to assign without such consent.
- 11.3 Any violation of the provisions of this Lease, whether by act or omissions, by assignee, sub-tenant, or under-tenant or occupant, shall be deemed a violation of such provision by the Tenant, it being the intention and meaning of the parties hereto, that the Tenant shall assume and be liable to the City for any and all acts and omissions of any and all assignees, sub-tenants, or under-tenants or occupants. If the Lease be assigned, the

City may and is hereby empowered to collect rent from the assignee; if the Demised Premises or any part thereof be underlet or occupied by any person, other than the Tenant, the City, in the event of the Tenant's default, may, and is hereby empowered to, collect rent from the under-tenant or occupants; in either of such events, the City may apply the net amount received by it for rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of the Tenant from the further performance of the covenants herein contained on the part of the Tenant.

12. Maintenance and Repair.

- 12.1 Tenant shall maintain the Demised Premises and any fixtures and appurtenances thereon, and, at its sole cost and expense, shall make all repairs thereto as and when needed to preserve them in good working order and condition. This shall include, but not be limited to, Tenant being responsible for maintenance and repair of any and all improvements, such as fences, walkways, pavers, ground-coverings, landscaping, and gates.
- 12.2 All damage or injury of any kind to the Demised Premises shall be the obligation of Tenant, and shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense to the satisfaction of the City.
- 12.3 All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to the original work or installations and shall be done in good and workmanlike manner.
- 12.4 If Tenant fails to make such repairs or restorations or replacements, the same may be made by the City, at the expense of the Tenant, and all sums spent and expenses incurred by the City shall be collectable and shall be paid by the Tenant within ten (10) days after rendition of a bill or statement thereof.
- 12.5 It shall be Tenant's obligation to insure that any renovations, repairs and/or improvements made by Tenant to the Demised Premises comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.
- 12.6 **THE DEMISED PREMISES ARE BEING LEASED IN THEIR PRESENT "AS IS" CONDITION.** Tenant may construct or cause to be constructed, such exterior improvements to the Demised Premises, as reasonably necessary for it to carry on its permitted use(s); provided, however, that any plans for such improvements shall be first submitted to the City Manager for his prior received written approval, which approval, if granted at all, shall be at the City Manager's sole and absolute discretion. Additionally, any and all approved improvements shall be made at Tenant's sole cost and expense. All permanent (fixed) improvements to the Demised Premises shall remain the property of the City upon termination and/or expiration of this Lease. Upon termination and/or expiration of this Lease, all personal property and non-permanent trade fixtures may be removed by the Tenant from the Demised Premises, provided that they can be (and are) removed without damage to the Demised Premises. Tenant will permit no liens to attach to the Demised Premises arising from, connected with, or

related to the design and construction of any improvements. Moreover, such construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to the City Manager. Any and all permits and or licenses required for the construction and/or installation of improvements shall be the sole cost and responsibility of Tenant.

13. Governmental Regulations.

The Tenant covenants and agrees to fulfill and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any and all governmental bodies, including but not limited to Federal, State, Miami-Dade County, and City governments, and any and all of their departments and bureaus applicable to the Demised Premises and shall also comply with and fulfill all rules, orders, and regulations for the prevention of fire, all at Tenant's own cost and expense. Tenant shall pay all costs, expenses, claims, fines, penalties, and damages that may be imposed because of Tenant's failure to comply with this Section, and shall indemnify and hold harmless the City from all liability arising from each non-compliance.

14. Intentionally Omitted.

15. Condemnation.

15.1 If at any time during the term of this Lease all or any part or portion of the Demised Premises are taken, appropriated, or condemned by reason of Eminent Domain proceedings (except if the Eminent Domain proceedings are initiated by the City of Miami Beach), then this Lease shall be terminated as of the date of such taking, and shall thereafter be completely null and void, and neither of the parties hereto shall thereafter have any rights against the other by reason of this Lease or anything contained therein, except that any rent prepaid beyond the date of such taking shall be prorated to such date, and the Tenant shall pay any and all rents, additional rents, utility charges, or other costs including excess taxes for which it is liable under the terms of this Lease, up to the date of such taking.

15.2 Except as hereunder provided, Tenant shall not be entitled to participate in the proceeds of any award made to the City in any such Eminent Domain proceeding, excepting, however, the Tenant shall have the right to claim and recover from the condemning authority, but not from the City, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reasons of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's furniture and fixtures.

16. Default.

16.1 Default by Tenant.

At the City's option, any of the following shall constitute an Event of Default under this Lease:

16.1.1 Rent, or any installment thereof is not paid promptly when and where due within fifteen (15) days of due date and if Tenant shall not cure such failure within five (5) days after receipt of written notice from the City specifying such default;

- 16.1.2 Any other payment provided for under this Lease is not paid promptly when and where due;
- 16.1.3 Demised Premises shall be deserted, abandoned, or vacated;
- 16.1.4 Tenant shall fail to comply with any material term, provision, condition or covenant contained herein other than the payment of rent and shall not cure such failure within thirty (30) days after the receipt of written notice from City specifying any such default; or such longer period of time acceptable to the City, at its sole discretion;
- 16.1.5 Receipt of notice of violation from any governmental authority having jurisdiction dealing with a code, regulation, ordinance or the like, which remains uncured within the time specified in such notice of violation or such period of time acceptable to the City Manager, at his sole discretion;
- 16.1.6 Any petition is filed by or against Tenant under an section or chapter of the Bankruptcy Act, as amended, which remains pending for more than sixty (60) days, or any other proceedings now or hereafter authorized by the laws of the United States or of any state for the purpose of discharging or extending the time for payment of debts;
- 16.1.7 Tenant shall become insolvent;
- 16.1.8 Tenant shall make an assignment for benefit of creditors;
- 16.1.9 A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter; or
- 16.1.10 The leasehold interest is levied on under execution.
- 16.1.11 Tenant's violation of the provision of Subsection 8.8 herein, which shall result in an automatic termination of the Lease, as further provided in said subsection.

17. Rights on Default.

17.1 Rights on Default.

- 17.1.1 In the event of any default by Tenant as provided herein, the City shall have the option to do any of the following in addition to and not in limitation of any other remedy permitted by law or by this Lease;
- 17.1.2 Terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to the City, but if Tenant shall fail to do so the City may, without further notice, and without prejudice to any other remedy the City may have for possession or arrearages in rent or damages for breach of contract, enter upon Demised Premises and expel or remove Tenant and his effects in accordance with law, without being liable for prosecution or any claim for damages therefore, and Tenant agrees to indemnify and hold harmless the City for all loss and damage which the City may suffer by reasons of such

termination, whether through inability to re-let the Demised Premises, or through decrease in rent, or otherwise.

- 17.1.3 Declare the entire amount of the rent which would become due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents therefore due, at the address of the City, as provided in the Notices section of this Lease; provided, however, that such payment shall not constitute a penalty, forfeiture, or liquidated damage, but shall merely constitute payment in advance of the rents for the remainder of said term and such payment shall be considered, construed and taken to be a debt provable in bankruptcy or receivership.
- 17.1.4 Enter the Demised Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefore, remove Tenant's property there from, and re-let the Demised Premises, or portions thereof, for such terms and upon such conditions which the City deems, in its sole discretion, desirable, and to receive the rents therefore, and Tenant shall pay the City any deficiency that may arise by reason of such re-letting, on demand at any time and from time to time at the office of the City; and for the purpose of re-letting, City may (i) make any repairs, changes, alterations or additions in or to said Demised Premises that may be necessary or convenient; (ii) pay all costs and expenses therefore from rents resulting from re-letting; and (iii) Tenant shall pay the City any deficiency as aforesaid.
- 17.1.5 Take possession of any personal property owned by Tenant on said Demised Premises and sell the same at public or private sale, and apply same to the payment of rent due, holding the Tenant liable for the deficiency, if any.
- 17.1.6 It is expressly agreed and understood by and between the parties hereto that any installments of rent accruing under the provisions of this Lease which shall not be paid when due shall bear interest at the maximum legal rate of interest per annum then prevailing in Florida from the date when the same was payable by the terms hereof, until the same shall be paid by Tenant. Any failure on the City's behalf to enforce this Section shall not constitute a waiver of this provision with respect to future accruals of past due rent. No interest will be charged for payments made within the grace period, such grace period to be defined as within five (5) days of the due date. In addition, there will be a late charge of fifty (\$50.00) dollars for any payments submitted after the grace period.
- 17.1.7 If Tenant shall default in making any payment of monies to any person or for any purpose as may be required hereunder, the City may pay such expense but the City shall not be obligated to do so. Tenant, upon the City's paying such expense, shall be obligated to forthwith reimburse the City for the amount thereof. All sums of money payable by Tenant to the City hereunder shall be deemed as rent for use of the Demised Premises and collectable by the City from Tenant as rent, and shall be due from Tenant to City on the first day of the month following the payment of the expense by the City.

- 17.1.8 The rights of the City under this Lease shall be cumulative but not restrictive to those given by law and failure on the part of the City to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

17.2 Default by City.

Failure of the City to perform any of the covenants, conditions and agreements of the Lease which are to be performed by the City and the continuance of such failure for a period of thirty (30) days after notice thereof in writing from Tenant to the City (which notice shall specify the respects in which Tenant contends that the City failed to perform any such covenant, conditions and agreements) shall constitute a default by the City, unless such default is one which cannot be cured within thirty (30) days because of circumstances beyond the City's control, and the City within such thirty (30) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

However, in the event the City fails to perform within the initial thirty (30) day period provided above, and such failure to perform prevents Tenant from operating its business in a customary manner and causes an undue hardship for the Tenant, then such failure to perform (regardless of circumstances beyond its control) as indicated above, shall constitute a default by the City.

17.3 Tenant's Rights on Default:

If an event of the City's default shall occur, Tenant, to the fullest extent permitted by law, shall have the right and option to terminate this Lease and all of its obligations hereunder by giving written notice of such election to the City, and shall further have the right to pursue any actions at law or suits in equity to obtain damages resulting from the City's default. Notwithstanding anything in this Section 17.3 or the Lease, in the event of a default by the City, Tenant hereby agrees and acknowledges that in no event shall the City be liable for any incidental, indirect, special or consequential damages, including without limitation loss of revenue and lost profits, of Tenant which may be alleged as a result of the City's default.

18. Indemnity Against Costs and Charges.

- 18.1 Tenant shall be liable to the City for all costs and charges, expenses, reasonable attorney's fees, and damages which may be incurred or sustained by the City, by reason of the Tenant's breach of any of the provisions of this Lease. Any sums due the City under the provisions of this item shall constitute a lien against the interest of the Tenant and the Demised Premises and all of Tenant's property situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on said premises and property.

- 18.2 If Tenant shall at any time be in default hereunder, and if the City shall deem it necessary to engage an attorney to enforce the City's rights and Tenant's obligations hereunder, Tenant will reimburse the City for the reasonable expenses incurred thereby, including, but not limited to, court costs and reasonable attorney's fees, whether suit be brought or not and if suit be brought, then Tenant shall be liable for expenses incurred at both the trial and appellate levels.

19. Indemnification Against Claims.

- 19.1 Tenant shall indemnify and save the City harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any person, firm, or corporation, for personal injury or property damage occurring upon the Demised Premises or upon any parking lot or other facility or appurtenance used in connection with the Demised Premises, occasioned in whole or in part by any of the following:
- 19.1.1 An act or omission on the part of the Tenant, or any employee, agent, invitee, or guest, assignee or sub-tenant of the Tenant;
 - 19.1.2 Any misuse, neglect, or unlawful use of the Demised Premises or the building in which the Demised Premises is located or any of its facilities by the Tenant, or any employee, agent, invitee, or guest, assignee or sub-tenant or the Tenant, but not to include trespassers upon the Demised Premises;
 - 19.1.3 Any breach, violation, or non-performance of any undertaking of the Tenant under this Lease;
 - 19.1.4 Anything growing out of the use or occupancy of the Demised Premises by the Tenant or anyone holding or claiming to hold through or under the Lease.
- 19.2 Tenant agrees to pay all damages to the Demised Premises or other facilities used in connection therewith, caused by the Tenant or any employee, guest, or invitee of the Tenant.

20. Signs and Advertising.

Without the prior written consent of the City, at the City's sole discretion, Tenant shall not permit the painting and display of any signs, plaques, lettering or advertising material of any kind on or near the Demised Premises. All additional signage shall comply with signage standards established by the City and comply with all applicable building codes, and any other Municipal, County, State and Federal laws

21. Damage to the Demised Premises and/or Restaurant at 816 Commerce Street.

- 21.1 If the Demised Premises and/or restaurant at 816 Commerce Street shall be damaged by the elements or other casualty not due to Tenant's negligence, or by fire, but are not thereby rendered untenable, as determined by the City, in whole or in part (hereinafter referred to as "such occurrence"), Tenant shall as soon as possible after such occurrence, utilize its insurance proceeds to cause such damage to be repaired and the rent for the Demised Premises shall not be abated. If by reason of such occurrence, the Demised Premises and/or restaurant at 816 Commerce Street shall be rendered untenable, as determined by the City, only in part, Tenant shall as soon as possible utilize its insurance proceeds to cause the damage to be repaired, and the rent for the Demised Premises shall be abated proportionately as to the portion of the Demised Premises rendered untenable; provided however, if either the Demised Premises and/or restaurant at 816 Commerce Street are by reason of such occurrence, rendered more than 50% but less than 100% untenable, as determined by the City, Tenant shall promptly obtain a good faith estimate, from a licensed contractor

acceptable to the City, of the time required to render the Demised Premises and/or restaurant at 816 Commerce Street tenantable. **If such time exceeds sixty (60) days, the City and/or Tenant shall have the option of canceling this Lease, which option shall be exercised by the requesting party in writing within ten (10) days of the end of the sixty (60) day period, and the Lease shall be terminated within thirty (30) days from the date thereof.**

- 21.2 If the Demised Premises and/or restaurant at 816 Commerce Street shall be rendered wholly untenable by reason of such occurrence, Tenant shall utilize its insurance proceeds to cause such damage to be repaired and the rent for the Demised Premises shall be abated in whole; provided, however, that the Tenant shall have the right, to be exercised by notice in writing delivered to the City within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Demised Premises and/or restaurant, and in such event, this Lease and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of such date. If the Demised Premises shall be rendered wholly untenable, the City and/or Tenant shall have the right, to be exercised by notice in writing, delivered to the other party within thirty (30) days from and after said occurrence, to elect to terminate this Lease, the rent to be adjusted accordingly.

22. Quiet Enjoyment.

Tenant shall enjoy quiet enjoyment of the Demised Premises and shall not be evicted or disturbed in possession of the Demised Premises so long as Tenant complies with the terms of this Lease.

23. Waiver.

- 23.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Lease, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.
- 23.2 A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- 23.3 The receipt of any sum paid by Tenant to the City after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as rent, unless such breach be expressly waived in writing by the City.

24. Notices.

The addresses for all notices required under this Lease shall be as follows, or at such other address as either party shall be in writing, notify the other:

CITY: City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

With copies to: Asset Manager
Office of Real Estate
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

TENANT: SOBE TOSCANA LLC
816 Commerce Street
Miami Beach, Florida 33139
Attn: Catherine Arrighi Guitera

All notices shall be hand delivered and a receipt requested, or by certified mail with return receipt requested, and shall be effective upon receipt.

25. Entire and Binding Agreement.

This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the City and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Lease.

26. Provisions Severable.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

27. Captions.

The captions contained herein are for the convenience and reference only and shall not be deemed a part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

28. Number and Gender.

Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

29. Governing Law.

This Lease shall be governed by and construed in accordance with the law of the State of Florida.

30. Limitation of Liability.

The City desires to enter into this Lease only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Lease, so that its liability for any such breach never exceeds the sum of Ten Thousand (\$10,000.00) Dollars and no/100. Tenant hereby expresses its willingness to enter into this Lease with the Tenant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of Ten Thousand (\$10,000.00) Dollars. Accordingly, and notwithstanding any other term or condition of this Lease, Tenant hereby agrees that the City shall not be liable to Tenant for damage in an amount in excess of Ten Thousand (\$10,000.00) Dollars for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Lease. Nothing contained in this Section or elsewhere in this Lease is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Florida Statutes, Section 768.28.

31. Surrender of the Demised Premises.

Tenant shall, on or before the last day of the term herein demised, or the sooner termination thereof, peaceably and quietly leave, surrender and yield upon to the City the Demised Premises, together with any and all equipment, fixtures, furnishings, appliances or other personal property, if any, located at or on the Demised Premises and used by Tenant in the maintenance, management or operation of the Demised Premises, excluding any trade fixtures or personal property, if any, which can be removed without material injury to the Demised Premises, free of all liens, claims and encumbrances and rights of others or broom-clean, together with all structural changes, alterations, additions, and improvements which may have been made upon the Demised Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the subsequent provisions of this Article. Any property which pursuant to the provisions of this Section is removable by Tenant on or at the Demised Premises upon the termination of this Lease and is not so removed may, at the option of the City, be deemed abandoned by the Tenant, and either may be retained by the City as its property or may be removed and disposed of at the sole cost of the Tenant in such manner as the City may see fit. If the Demised Premises and personal property, if any, be not surrendered at the end of the term as provided in this Section, the Tenant shall make good the City all damages which the City shall suffer by reason thereof, and shall indemnify and hold harmless the City against all claims made by any succeeding tenant or purchaser, so far as such delay is occasioned by the failure of the Tenant to surrender the Demised Premises as and when herein required.

32. Time is of the Essence.

Time is of the essence in every particular and particularly where the obligation to pay money is involved.

33. Venue.

This Lease shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

CITY AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND TENANT MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS LEASE.

34. **PROHIBITIONS REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES OR PLASTIC STRAWS.** Pursuant to Section 82-7 of the City Code, as may be amended from time to time, effective August 2, 2014, the City has prohibited the use of expanded polystyrene food service articles by City Contractors, in connection with any City contract, lease, concession agreement or Special event permit. Additionally, pursuant to Section 82-385 of the City Code, as may be amended from time to time, no polystyrene food service articles will be allowed in the right-of-way, and no polystyrene food service articles can be provided to sidewalk café patrons.

Expanded polystyrene is a petroleum byproduct commonly known as Styrofoam. Expanded polystyrene is more particularly defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

Tenant agrees not to sell, use, provide food in, or offer the use of expanded polystyrene food service articles at the Demised Premises or in connection with this Lease. Tenant shall ensure that all vendors operating in the Demised Premises abide by the restrictions contained in this Section 35. A violation of this section shall be deemed a default under the terms of this Lease. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the Tenant or its vendors.

Additionally, Tenant agrees to comply (and ensure compliance by its vendors) with Section 46-92 (c) of the City Code, which states that it is unlawful for any person to carry **any** expanded polystyrene product onto any beach or into any park within the City or for any business to provide plastic straws with the service or delivery of any beverage to patrons on the beach.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the respective duly authorized officers and the respective corporate seals to be affixed this 9th day of August, 2017.

ATTEST:

CITY:

CITY OF MIAMI BEACH, FLORIDA

78 Aug 16, 2017
Rafael E. Granado, City Clerk

BY:

Philip Levine, Mayor

Patrick D. Camm
(Print Name)

Dated: Aug 16, 2017



ATTEST:

TENANT:

SOBE TOSCANA LLC

Sackin Lanza
(Print Name)

BY:

Catherine Arrighi Guitera
as President of Lychee SoBe Corp,
as Manager of Sobe Toscana LLC

Cathy Mai Chau Phung
(Print Name)

Dated: 08/09/2017

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 8-8-17
Date

EXHIBIT A

Description of Demised Premises

A portion of Lots 1 and 2, Block 51, Ocean Beach Addition No. 3, according to the plat thereof, recorded in Plat Book 2, at page 81, of the Public Records of Dade County, Florida, being more particularly described as follows: Bounded on the North by the South R/W line of Commerce St.; Bounded on the West by the East line of Lot 2; Bounded on the South by the North R/W line of Biscayne Court; Bounded on the East by a line that is a perpendicular distance of 100 feet westerly and parallel to the East R/W line of Washington Avenue.

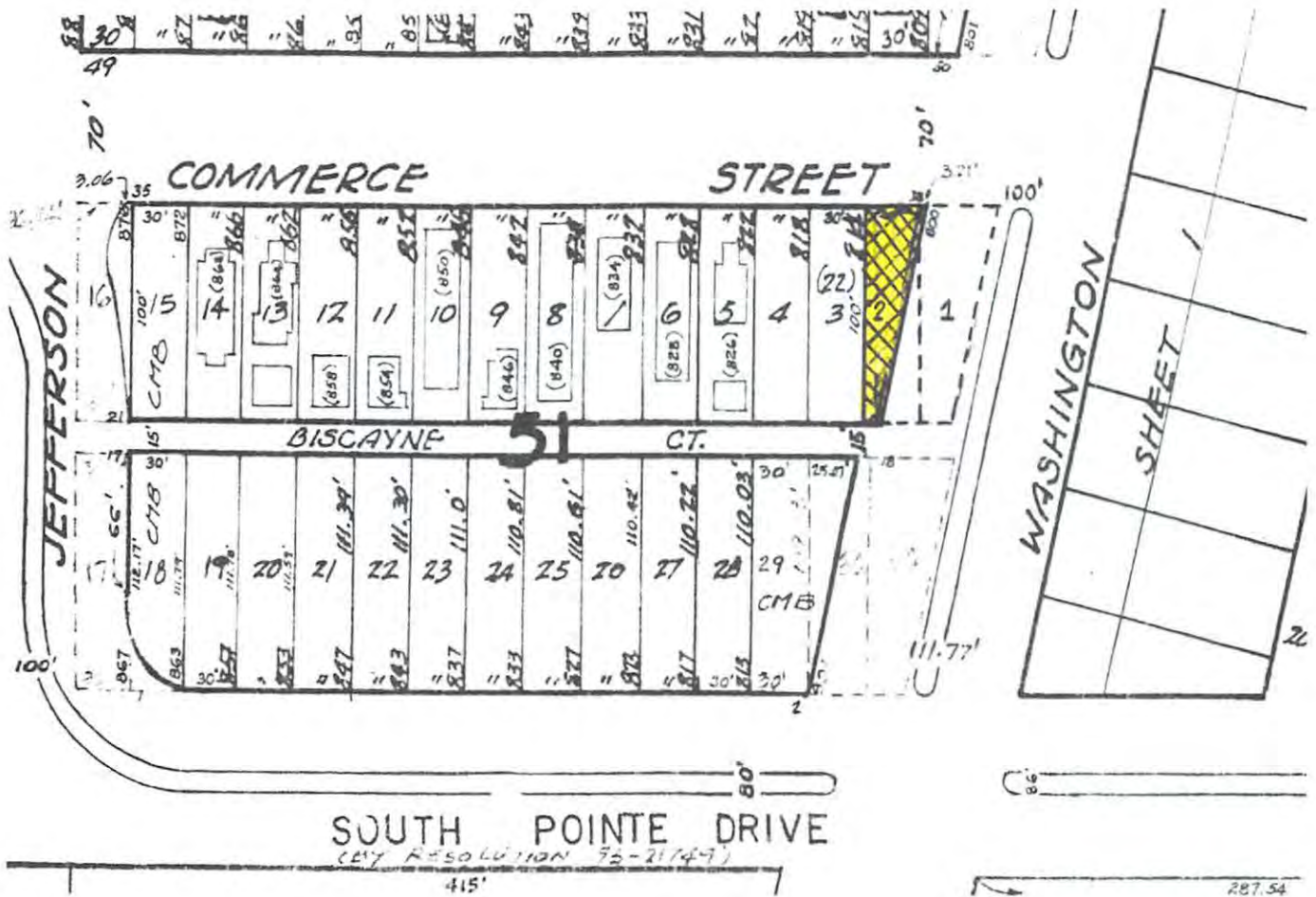


EXHIBIT B

Additional Requirements

The Demised Premises shall be maintained in a clean, neat and orderly appearance at all times by the Tenant. The area of the sidewalk, curb and gutter immediately adjacent to the Demised Premises shall be cleared of all debris during hours of operation, and again at the close of each business day, or as may otherwise be determined by the City Manager. The Tenant shall be responsible for cleaning the floor surface on which the outdoor seating is located at the close of each business day. In addition, the following conditions shall apply:

- a. Tables, chairs, umbrellas and any other outdoor cafe furniture shall be maintained in a clean, attractive, and orderly appearance, and shall be maintained and kept in good repair at all times;
- b. All outdoor furniture shall be of high quality, design, materials, and workmanship so as to ensure the safety and convenience of the public;
- c. Tenant must obtain approvals from the Planning Department and the City Administration in the design and layout of the outdoor cafe pavers, tables, chairs and umbrellas. Only the outdoor cafe furniture specifically shown on the approved site plan shall be allowed in the Demised Premises;
- d. All tables, chairs, umbrellas, and any other outdoor furniture shall be readily removable, and shall not be physically attached, chained, or in any other manner affixed to any public structure, street furniture, signage, and/or other public fixture, or to a curb and/or public right-of-way;
- e. The stacking or piling up of chairs shall be prohibited on the Demised Premises;
- f. At close of business, all tables, chairs and any other outdoor furniture shall be removed from the Demised Premises and stored in a non-visible location from the public right-of-way. Any exception to this requirement shall be at the sole and absolute discretion of the City Manager and/or his/her designee.
- g. No storage of dishes, silverware, bussing stations or other similar restaurant equipment shall be allowed in the Demised Premises, or in any other portion of the public right-of-way, or outside the structural confines of the building in which the restaurant is located, during non-business hours;
- h. There shall be no live entertainment or speakers placed in the Demised Premises;
- i. Only one menu board shall be permitted to be displayed on the Demised Premises, the location of which shall be set back next to the main entrance door of the enclosed area of the restaurant;
- j. No food preparation, food storage, refrigeration apparatus or equipment, or fire apparatus or equipment, shall be allowed on the Demised Premises;
- k. No food displays shall be permitted on Demised Premises. No advertising signs or business identification signs shall be permitted, except that the restaurant name and/or its logo may be permitted on umbrellas but such logos and/or lettering may not exceed six inches in height;

- l. Plants shall be properly maintained. Distressed plants shall be promptly replaced. Plant fertilizers which contain material that can stain the sidewalks shall not be allowed;
- m. The City Manager or his/her designee may cause the immediate removal, relocation and/or storage of all or part of any furniture located on the Demised Premises in emergency situations or for public safety considerations. Upon written and/or verbal notification by the City Manager of a hurricane or other major weather event, or the issuance of a hurricane warning by Miami-Dade County, whichever occurs first, the Tenant shall, within no more than four hours of same, remove and place indoors all tables, chairs and any other outdoor furniture located on the Demised Premises. The notification by the City Manager of a hurricane or other major weather event, or the issuance of a hurricane warning, shall constitute a public emergency situation as referenced in this division. The City Manager may remove, relocate, and/or store any outdoor furniture found on the Demised Premises that has otherwise not been removed by the Tenant pursuant to this subsection. Any and all costs incurred by the City for removal, relocation and/or storage of Tenant's furniture shall be the responsibility of the Tenant.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

EXHIBIT C

UNCONDITIONAL GUARANTY

THIS UNCONDITIONAL GUARANTY (the "Guaranty") is made as of this 9th day of August, 2017, by Catherine Arrighi Guitera, individually (the "Guarantor"), in favor of CITY OF MIAMI BEACH, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and is executed pursuant to that certain Lease Agreement, dated August 9th, 2017 (the "Lease"), between the City and SOBE TOSCANA LLC (the "Tenant"), involving unimproved city-owned land as defined in the Lease as the Demised Premises, having a physical address of 22 Washington Avenue, Miami Beach, Florida 33139 (the "Demised Premises"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

FOR VALUE RECEIVED, the receipt whereof is hereby acknowledged, in consideration of, and as an inducement to the City's entering into the Lease with Tenant, the undersigned Guarantor, in consideration of the benefits to flow to the Tenant and to the undersigned as stockholder, officer, and/or director of said Tenant, do hereby irrevocably and unconditionally guarantee to the City the full and faithful performance of all of the obligations, duties and liabilities of the Tenant under that certain Lease for the Demised Premises, equal to the last six months of Rent (as defined in the Lease), currently in the amount of \$28,087.80, for the entire term of the Lease, including the renewal term, which, if granted at all, shall be at the City's sole discretion (the "Guaranty Term").

This Guaranty is a guarantee of payment and not of collectability is not in any way conditional or contingent and constitutes a valid obligation of Guarantor, and shall not be terminated, affected or impaired by reason of the assertion by the City against Tenant of any of the rights and remedies reserved to the City pursuant to the provisions of the Lease. The validity of this Guaranty shall not be terminated, affected or impaired by reason of any action which the City may take or fail to take against Tenant or by reason of any waiver of or failure to enforce any of the rights or remedies reserved to the City in the Lease or for any other cause or circumstance whatsoever, including but not limited to any subletting of the Demised Premises, assignment of the Lease or waiver of any breach by the Tenant.

This liability of Guarantor hereunder shall be primary and independent of the obligations of Tenant, and the City may proceed against Guarantor without commencing any action against Tenant. The City shall not be required to make any demand upon or pursue and exhaust any of its rights or remedies against Tenant, before, simultaneously with, or after enforcing its rights or remedies against Guarantor under this Guaranty; and Guarantor agrees that the City may enforce any or all of its remedies hereunder at such time or times or in such manner as it shall deem appropriate.

This Guaranty shall remain and continue in full force and effect during the Guaranty Term, notwithstanding any modification, amendment, renewal or extension of the Lease or any provision thereof and notwithstanding any assignment of interest therein.

The Guarantor consents to all of the terms and provisions of the Lease, as the same may be from time to time hereafter amended, and expressly waive (i) any and all notices of proof of non-

payment, non-performance or non-observance by Tenant of any covenant or provision of the Lease, (ii) any and all demands, notices, rights or remedies of any kind which may be required to be given or which may inure to the benefit of Guarantor under applicable law, and (iii) any and all notices of default or events of default hereunder or under the Lease.

The City and Guarantor agree that in any action or proceeding brought by either the City or Guarantor against the other on any matters whatsoever arising out of, under, or by virtue of this Guaranty ("Legal Proceeding"), the City and Guarantor shall and do hereby waive trial by jury. In addition, the venue, in connection with any such Legal Proceeding, shall be in Miami-Dade County, Florida. Should it become necessary to enforce the terms and conditions of this Guaranty, the prevailing party shall be entitled to collect court costs and attorney's fees in connection with said prosecution, including any appeals resulting from said Legal Proceeding.

Following the expiration of the Guaranty Term, upon written request by Tenant, the original of this Guaranty shall be marked as "cancelled" and returned to Guarantors. This Guaranty shall inure to the benefit of the City, its heirs, executors, successors and assigns and shall bind the heirs, executors, successors and assigns of Guarantors.

EXECUTED as of the day and year first above written, to be effective as of the date of the Lease.

GUARANTOR:

Catherine Arrighi Guitera

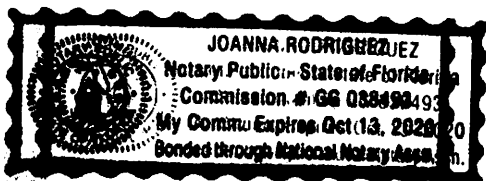
STATE OF FLORIDA)
)ss:
MIAMI-DADE COUNTY)

The foregoing instrument was acknowledged before me this 9 day of August, 2017 by Catherine Arrighi Guitera ☒ personally known to me on _____ who has produced a valid driver's license as identification.

Notary Public, State of Florida

Print Name:

My commission expires:



Addendum D

CLIENT CONTRACT INFORMATION

VALUATION & ADVISORY SERVICES

Proposal and Contract for Services

CBRE

CBRE, Inc.
777 Brickell Avenue, Suite 1100
Miami, FL 33131
www.cbre.us/valuation

Stuart J. Lieberman, MAI
Vice President

January 27, 2021

Raul J. Aguila, City Manager
CITY OF MIAMI BEACH
1833 Bay Road, 2nd Floor
Miami Beach, FL 33139
Phone: 305.673.7000
Email: GabrielaAlfonsin@miamibeachfl.gov

RE: Assignment Agreement
Subsurface Easement
22 Washington Avenue
Miami Beach, FL 33139

Dear Mr. Aguila:

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

PROPOSAL SPECIFICATIONS

Purpose:	To estimate the Market Value and Market Rent of the referenced real estate
Premise:	As Is
Rights Appraised:	Fee Simple
Intended Use:	Internal Decision Making and annual use fee negotiation purposes
Intended User:	The intended user is CITY OF MIAMI BEACH ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).
Reliance:	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 any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.



VALUATION & ADVISORY SERVICES

CITY OF MIAMI BEACH
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Scope of Inspection:

The scope of the inspection will include:

A full interior and exterior inspection of the property will be conducted and arranged with the property contact and performed by CBRE Valuations.

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.

Valuation Approaches:

The Sales Comparison and Income Approaches will be completed.

Report Type:

Standard Appraisal Report

Appraisal Standards:

USPAP

Appraisal Fee:

\$4,000. If cancelled by either party before completion, the fee will be based on CBRE's hourly rates for 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 ~~upon delivery of the final report~~ ^{Final} or within thirty (30) days of your receipt of the draft report, ~~whichever is sooner~~. The full appraisal fee is considered earned upon delivery of the ~~draft~~ ^{Final} report.

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.

An Adobe PDF file via email will be delivered to GabrielaAlfonsin@miamibeachfl.gov. The client has requested Three (3) bound final copy (ies).

Delivery Schedule:

Preliminary Value:

Not Required

Draft Report:

Upon Client's request

Final Report:

15 business days / 3-weeks after the Start Date

Start Date:

The appraisal process will start upon receipt of your signed agreement and the property specific data.

VALUATION & ADVISORY SERVICES

CITY OF MIAMI BEACH
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Acceptance Date:

These specifications are subject to modification if this proposal is not accepted within 15 business days from the date of this letter.

Notification of Market Volatility:

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organization as a global pandemic on the 11th March 2020, is causing heightened uncertainty in both local and global market conditions. Our valuation will be based on the information available to us at the date of valuation. You acknowledge that our reports may include clauses highlighting heightened uncertainty if appropriate, and we recommend our valuation is kept under frequent review.

Both governments and companies are experiencing travel restrictions, quarantine and additional safety measures in response to the COVID-19 pandemic. If, at any point, our ability to deliver the services under this contract is further restricted due to the pandemic, we will inform you within a reasonable timeframe and work with you on how to proceed. Whilst we will endeavor to meet the required timeframe for delivery, you acknowledge any Government or company-imposed restrictions due to the virus may impede our ability to meet the timeframe and/or deliverables of this engagement, and delays may follow. Any delays or inability to deliver on this basis would not constitute a failure to meet the terms of this engagement.

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 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 J. Lieberman, MAI
Vice President
As Agent for CBRE, Inc.
T 305.381.6472
stuart.lieberman@cbre.com

VALUATION & ADVISORY SERVICES

CITY OF MIAMI BEACH
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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 \$250. 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, including ~~but not limited to Appraiser's attorneys' fees, and~~ additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related 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 ~~reasonable attorney's fees and 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's 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. ~~In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Appraiser executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees.~~ 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



VALUATION & ADVISORY SERVICES

CITY OF MIAMI BEACH
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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. 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

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⑩; however, Client is hereby granted a license to use the data and final report in connection with the transaction of Client's offical business, which will include compliance with Public Records laws including, without limitation, Chapter 119, Florida Statutes, and sharing the information with the public, including in a public meeting.

VALUATION & ADVISORY SERVICES

CITY OF MIAMI BEACH
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AGREED AND ACCEPTED

FOR CITY OF MIAMI BEACH ("CLIENT"):

DocuSigned by:

Raul Aguila

Signature

3/19/2021 | 7:44 PM EDT

Date

Raul J. Aguila

Name

Interim City Manager

Title

305.673.7000

Phone Number

GabrielaAlfonsin@miamibeachfl.gov

E-Mail Address

ADDITIONAL OPTIONAL SERVICES

~~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 services (seismic risk analysis, zoning compliance services, 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 WhitePlainsProposals@cbre.com. We will route your request to the appropriate manager. For more information, please visit www.cbre.com/assessment.~~

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 City Attorney

03/09/2021
 Date

VALUATION & ADVISORY SERVICES

CITY OF MIAMI BEACH
Assignment Agreement
Page 7 of 8
January 27, 2021

APPLY IN THE EVENT OF A FINAL FINDING BY ~~AN ARBITRATOR OR~~ 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. ~~In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.~~ *
17. ~~Furthermore, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the appraisal or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any Damages claimed by any user or recipient of the Appraisal Report, whether or not an Intended User, (iii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iv) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of Appraiser (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.~~
- *18. ~~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 two (2) 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.~~ **

*' 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.

18. Line item **18. above remains in full force with a minor exception that the time period for filing any & all Legal Action is changed to three (3) years from date of delivery of appraisal report to client.



VALUATION & ADVISORY SERVICES

Proposal and Contract for Services

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 J. Lieberman, MAI
Vice President
stuart.lieberman@cbre.com
CBRE, Inc.
Valuation & Advisory Services
777 Brickell Avenue, Suite 1100
Miami, FL 33131

Addendum E

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

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

LIEBERMAN, STUART JAY

777 BRICKELL AVE SUITE 1100
MIAMI FL 33131

LICENSE NUMBER: RZ1074

EXPIRATION DATE: NOVEMBER 30, 2022

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This is your license. It is unlawful for anyone other than the licensee to use this document.

James E Agner, MAI, AI-GRS, MRICS

CBRE

EVP-Business Development, Florida-Caribbean Southeast Region



T + 1 305 381 6480
james.agner@cbre.com
www.cbre.com/James.Agner

777 Brickell Ave., Suite 1100
Miami, FL 33131

Clients Represented

- LNR Partners
- Wells Fargo
- Truist
- PNC Bank
- Amerant Bank
- Popular Bank
- 5/3 Bank
- First Horizon Bank
- Santander Bank
- Regions Bank
- TD Bank
- Bank United
- US Century
- CitiBank
- Deutsche Bank
- Ocean Bank
- Centennial Bank
- Bank OZK
- First Bank Florida

Experience

James Agner is the EVP-Business Development of the Valuation & Advisory Services for the Florida-Caribbean Southeast Region. Located in the CBRE Miami office since 1995, Mr. Agner has over thirty-five years of real estate appraisal and consulting experience throughout the State of Florida, with primary experience in South Florida and in the Caribbean. Mr. Agner is a designated member of the Appraisal Institute (MAI) and General Review Specialist (AI-GRS), member of the Society of Golf Appraisers (SGA), and Royal Institution of Chartered Surveyors (MRICS) and is licensed as a Certified General Real Estate Appraiser in the State of Florida. He also has provided expert witness testimony in the Circuit Courts – State of Florida and United States Bankruptcy Courts.

As EVP-Business Development, Mr. Agner is responsible for business development opportunities and leads a valuation and advisory staff in Miami and Palm Beach Counties that provides exceptional quality appraisal work and client service in South Florida, Treasure Coast and the Florida Keys. He also coordinates activities for Florida and in the Caribbean, including overseeing new business development, client relations and appraisal quality control production. Mr. Agner is also the Co-National Director of the Golf Valuation Group for CBRE.

Professional Affiliations / Accreditations

- Appraisal Institute – Designated Member (MAI), Certificate No. 7791
- Appraisal Institute – General Review Specialist (AI-GRS), Certificate No. 69150
- Society of Golf Appraisers (SGA), Certificate No. 25
- Royal Institution of Chartered Surveyors – Member (MRICS), Certificate No. 7505662
- Certified General Real Estate Appraiser, State of Florida, #RZ382
- Licensed Real Estate Broker, State of Florida, BK402088

Education

- Florida State University, Tallahassee, FL
 - Bachelors of Science in Business Administration, Marketing - 1981



Ron DeSantis, Governor

Halsey Beshears, Secretary



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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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AGNER, JAMES E

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MIAMI FL 33131

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