

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2024-141

A RESOLUTION OF THE CITY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE DONATION OF REAL PROPERTY LOCATED TO THE WEST OF 755 BLUE ROAD.

WHEREAS, the owners of the property located at 755 Blue Road Coral Gables, FL 33146, Kevin Neal and Annick Iwanowski (the “Property Owner”), have offered to donate to the City certain real property located to the West of 755 Blue, more particularly described in Exhibit “A” (the “Property”): and

WHEREAS, the Property consists of a lot that is approximately 4,998 square feet and the City will use the Property for a public purpose by incorporating said land into the renovation and redesign of a City park located at 757 Blue Road; and

WHEREAS, according to the Miami-Dade County Property Appraiser’s Office, the value of the Property exceeds \$50,000.00; and

WHEREAS, under Resolution No. 2013-250, donation of the Property should be treated as a non-monetary donation not subject to advisory board review as described in Section 6(c), but subject to Commission approval under Section 9 as the value is over \$50,000.00; and

WHEREAS, the conveyance agreement between the City and the Property Owner, attached as “Exhibit B,” provides, among other things, that the Property Owner shall deliver to the City a special warranty deed conveying the Property to the City and that the City will execute IRS Form 8283 as the donee, accepting the donation;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

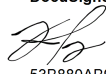
SECTION 2. That the City Commission accepts the donation to the City of the Property.

SECTION 3. That the City Commission authorizes the City Manager to execute the conveyance agreement, in substantially the form attached as Exhibit B, with any such modifications approved by the City Manager and City Attorney consistent with the City Commission’s intent and further authorizes the City Manager to execute IRS Form 8283, in connection with the acceptance of the donation of the Property to the City.

SECTION 4. That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS ELEVENTH DAY OF JUNE, A.D., 2024.
(Moved: Anderson / Seconded: Menendez)
(Yeas: Fernandez, Menendez, Anderson, Castro, Lago)
(Unanimous: 5-0 Vote)
(Agenda Item: H-2)

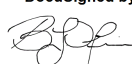
APPROVED:

DocuSigned by:

53B880AB93824A5...

VINCE LAGO
MAYOR

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DocuSigned by:

358417D2FA884FF...

BILLY Y. URQUIA
CITY CLERK

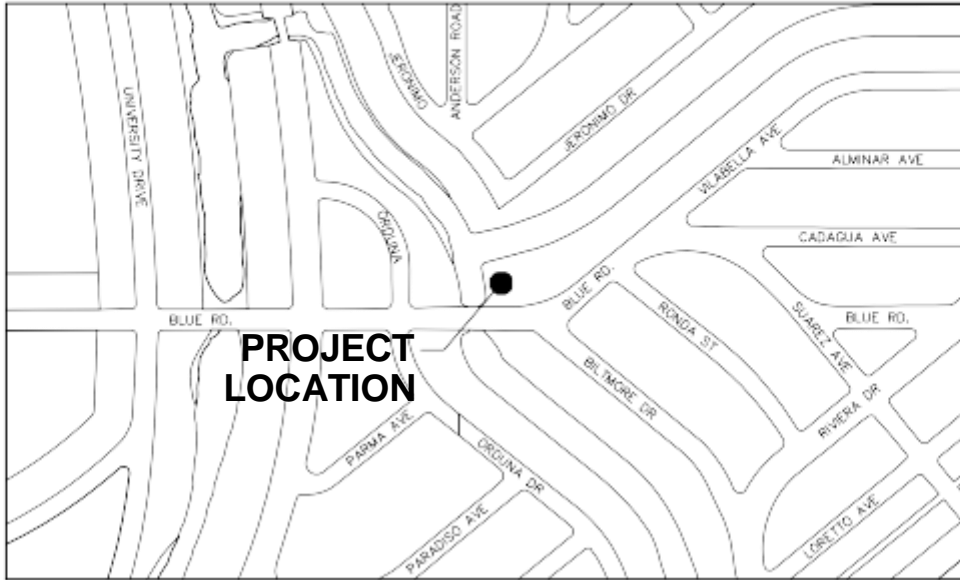
DocuSigned by:

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CRISTINA M. SUÁREZ
CITY ATTORNEY

Exhibit "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LOCATION MAP
NOT TO SCALE

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey, but only a graphic depiction of the description shown herein.
- 2) This instrument was conducted for the purpose of a "SKETCH & LEGAL DESCRIPTION" only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other entity.
- 3) Bearings shown hereon are based on an assumed meridian of S89°28'24.7"W along the north right of way line of Blue Road.
- 4) This instrument has been prepared for the exclusive use of the entities named hereon only and the certifications hereon do not extend to any unnamed parties.
- 5) Professional Land Surveyor and Mapper in responsible charge: Ricardo Ortiz LS 5629, State of Florida.
- 6) This instrument is not valid without the signature and the raised seal of a Florida Licensed Land Surveyor and Mapper.
- 7) There may be additional restrictions not shown on this sketch & legal that may be found in the public records of this county, examination of abstract of title will be made to determine recorded instruments, if any affecting this property.

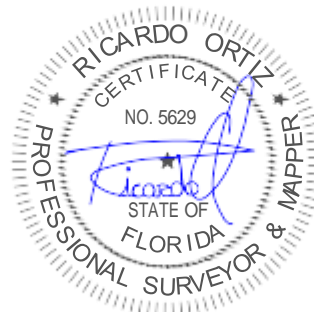
I hereby certify to The City of Coral Gables that the Sketch & Legal Description of the described property is true and correct to the best of my knowledge and belief, as recently prepared under my direction; also that meets the Standards of Practice set in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

DATE: 06-11-2024



DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

NOT VALID WITHOUT SHEETS 2 AND 3
LOCATION MAP & SURVEYOR'S NOTES



BY: RICARDO ORTIZ
PROFESSIONAL SURVEYOR & MAPPER
CERTIFICATE NO. 5629.
STATE OF FLORIDA.

C:\CADD\4_CITY OF CORAL GABLES\PARISHULUE ROAD PARK\ROAD CLOSURE SKETCH & LEGAL DESCRIPTION-OUTLINE LOCATION-NOTEST-Jan 11, 2024 2:54pm.dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A portion of Biltmore Drive right of way as shown on REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 1, according to the Plat thereof, as recorded in Plat Book 28, at Page 31, of the Public Records of Miami-Dade County, Florida; Bounded on the North by a line from the Northwest corner of Lot 1, Block 27 of said Plat and the Northeast corner of Lot 1, Block 26 of said Plat; Bounded on the West by the center line of Biltmore Drive; Bounded on the South by a line parallel and 35 feet Northerly, Northwesterly from the center line of the right of way of Blue Road as shown on said Plat; and bounded on the East by the a line 17.5 West of the Westerly line of said Lot 1, Block 27.

More particularly described as follows:

A portion of Biltmore Drive right of way as shown on REVISED PLAT O F CORAL GTABLES RIVIERA SECTION PART 1; according to the Plat thereof, as recorded in Plat Book 28, at Page 31, of the Public Records of Miami-Dade County, Florida; Described as follows: Commence on the Northwest corner of Lot 1, Block 27 of said Plat; thence S71°23'02.5"W for a distance of 17.54 feet to the Point of Beginning; thence Southerly along a curve 17.5 feet West of and parallel to the Westerly line of said Lot 1, Block 27; said curve radial line bears N75°02'45"E thence along said curve concave to the West, having a radius of 772.50 feet, a central angle of 08°00'11" for an arc distance of 107.90 feet to a point of cusp; thence Southerly, Southeasterly along a curve concave to the Northeast, having a radius of 67.50 feet a central angle of 74°09'58" for an arc distance of 95.00 feet to a point of cusp on the Northerly right of way line of Blue Road; thence Southwesterly, Westerly along the Northerly right of way of Blue Road along a curve concave to the North, said curve radial line bears N89°23'15"E having a radius of 130.00 feet, a central angle of 35°58'36" for an arc distance of 81.73 feet to a point on the center line of Biltmore Drive and the a point of cusp; thence Northerly along the center line of said Biltmore Drive along a curve concave to the West, said curve radial line bears S02°24'51"W having a radius of 755.00 feet, a central angle of 14°15'24", for an arc distance of 187.86 feet, to a point; thence N71°23'02.5"E for a distance of 17.54 feet to the Point of Beginning.

Containing a total net area of 4,998.44 square feet.

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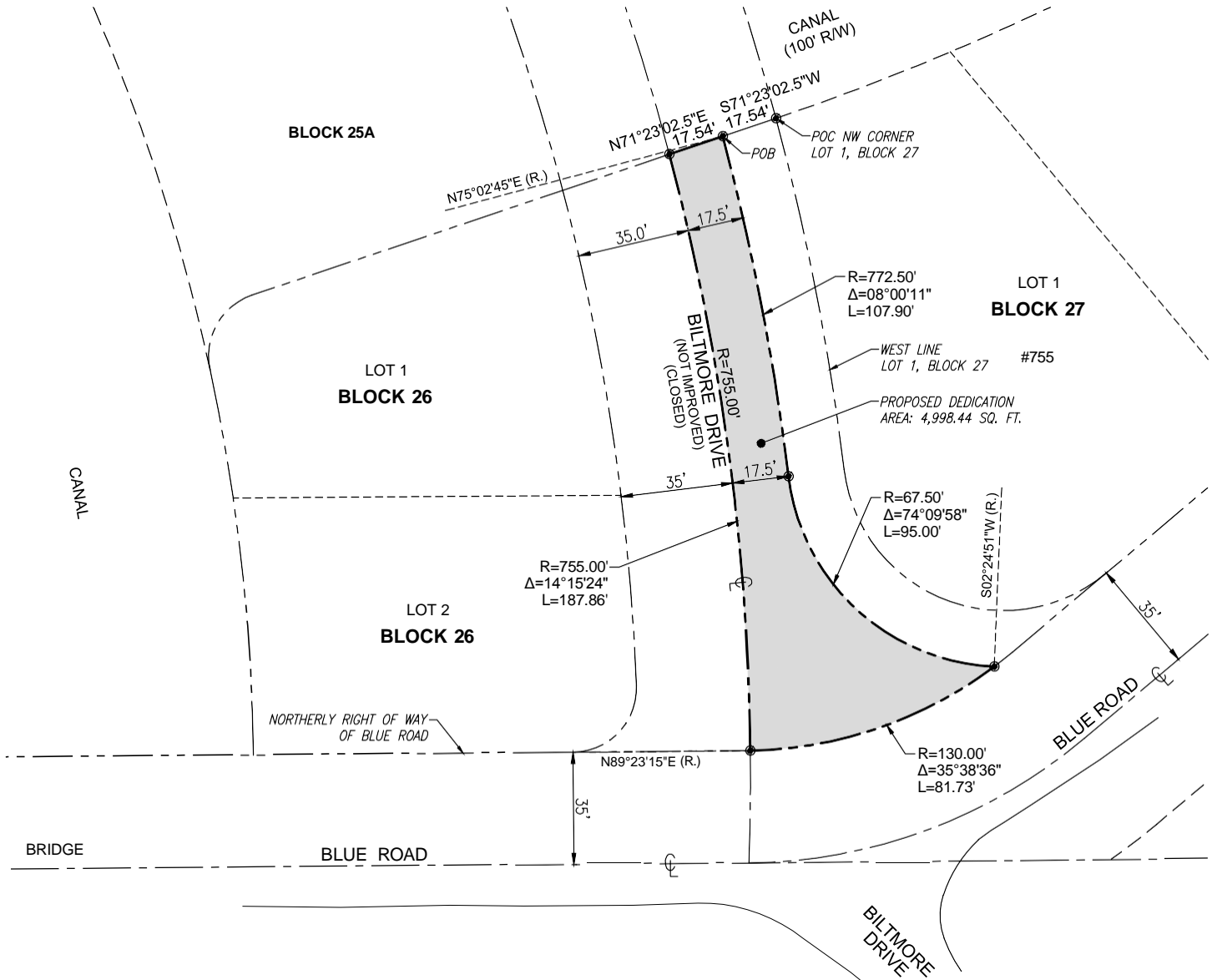
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

NOT VALID WITHOUT SHEETS 1 AND 3
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SCALE: 1"=50'



SCALE: 1"=50'

LEGEND:

- CL = CENTER LINE
- R = RADIUS
- R. = RADIAL
- Δ = INTERIOR ANGLE OF CURVE
- A = CURVE ARC LENGTH
- SQ. FT. = SQUARE FOOTAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT

CORAL GABLES
 THE CITY BEAUTIFUL



DEPARTMENT OF PUBLIC WORKS
 DIVISION OF ENGINEERING

NOT VALID WITHOUT SHEETS 1 AND 2
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Z:\CAD\04_CITY OF CORAL GABLES\PARKS\BLUE ROAD PARK\BLUE ROAD PARK_CLOSURE_SKETCH & LEGAL_LESS-OUT.dwg [SKETCH_LESS-OUT] Jun 11, 2024 2:49pm CMUNOZ

**AGREEMENT FOR CONVEYANCE OF PROPERTY
(RIGHT OF WAY)**

THIS AGREEMENT FOR CONVEYANCE OF PROPERTY (this “**Agreement**”), effective as of _____, 2024, (the “**Effective Date**”) is made and entered into by and between **KEVIN NEAL**, an individual and **ANNICK IWANOWSKI**, an individual (collectively, “**Transferor**”), and the **CITY OF CORAL GABLES**, a municipal corporation organized under the laws of the State of Florida (the “**City**”). Transferor and the City are herein singularly referred to as the “party” and collectively as the “parties” on a generic basis.

RECITALS

WHEREAS, Transferor is the fee simple owner of that certain real property located at 755 Blue Road, Coral Gables, FL 33146, as more particularly described in Exhibit “A” (the “**Transferor Property**”);

WHEREAS, the City is the fee simple owner of that certain real property located at 757 Blue Road, Coral Gables, FL 33146, as more particularly described in Exhibit “B” (the “**City Property**”);

WHEREAS, the Transferor Property and the City Property abut a public right-of-way located north of the intersection of Blue Road and Biltmore Drive that comprises 15,053.41 square feet and is seventy (70) feet wide, as more particularly described in Exhibit “C” (the “**ROW**”);

WHEREAS, the City, in its capacity as property owner, initiated a vacation of the ROW before the City of Coral Gables City Commission (the “**City Commission**”), in connection with the development of a park on the City Property (the “**Park Project**”);

WHEREAS, the City of Coral Gables Planning and Zoning Staff, in its municipal capacity, recommended approval of the vacation in a staff report dated April 10, 2024 (the “**Staff Report**”);

WHEREAS, the City, in its capacity as property owner, and Transferor agree that, upon vacation of the ROW, each party will receive fee simple title to half of the ROW as measured out from the centerline, which is estimated to equal approximately thirty-four and five tenths (34.5) feet of the ROW for each party (each, a “**Titled Portion**”), which Titled Portion pertaining to the Transferor is more particularly described in Exhibit “D”;

WHEREAS, Transferor, upon vesting of title to its portion of the ROW, desires to donate the western half of its Titled Portion to the City, which is estimated to equal approximately seventeen and five tenths (17.5) feet, as more particularly described in Exhibit “E” (the “**Property**”), and the City desires to accept such donation of the Property, subject to the terms and conditions set forth herein; and

WHEREAS, upon the Transferor's donation of the Property to the City, the City will execute and deliver to Transferor the "Noncash Charitable Contributions Form 8283," attached hereto as Exhibit "F" (the "**Form 8283**").

NOW THEREFORE, in consideration for the mutual promises set forth herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

ARTICLE I

CONVEYANCE OF THE PROPERTY AND INSTALLATION OF LANDSCAPE BUFFER AND GATE

1.1 Conveyance of Property. Subject to the terms of this Agreement, Transferor, and its successors and assigns, agrees to convey the Property to the City, as a donation, and the City agrees to accept the Property from Transferor, together with all strips, gores, privileges, easements, riparian and other water rights, rights to lands underlying any adjacent streets or roads, easements, water rights, mineral rights, and other such rights appurtenant thereto, and other tenements, hereditaments, and appurtenances, if any, pertaining thereto.

1.2 Installation of Landscape Buffer and Gate. As part of the Park Project, the City, at its sole cost and expense, will be installing a landscape buffer and gate on the portion of the Property abutting the Transferor Property (the "**Landscape Buffer**" and the "**Gate**"). The installation of the Landscape Buffer and Gate shall be subject to the terms and conditions specified under Section 7.1 of this Agreement.

1.3 Property Conveyed "AS IS". The City is accepting the Property in "as is" condition. The City and Transferor agree that the property is being conveyed in "AS IS" condition. Transferor has made no representations or warranties with respect to the condition of the Property other than as expressly contained herein. No future oral representations or warranties with respect to the current condition of the Property may be relied upon by the City unless reduced to writing and signed by the parties.

ARTICLE 2

CLOSING

2.1 Closing Date. Subject to other provisions of this Agreement for extension or termination, closing on the donation described in this Agreement (the "**Closing**" or the "**Closing Date**") shall occur no later than thirty (30) days following vacation of the ROW by the City Commission, in its municipal capacity (the "**Vacation Date**"). The Closing may take place through a so-called "Mail-Away" closing, it being understood that neither Transferor nor the City nor their respective counsel need be physically present at Closing so long as all documents that are required to be delivered at Closing are fully executed, delivered in escrow to the Escrow Agent

and available on the date of the Closing, and an authorized signatory of the affected party is available either in person or by telephone and facsimile at Closing.

ARTICLE 3

TITLE

3.1 Title Evidence. The City may, at the City's expense, obtain an ALTA marketability title insurance commitment (the "**Commitment**"), with fee owner's title policy premium to be paid by The City at Closing, issued by a national title insurer reasonably acceptable to The City ("**Title Insurer**").

3.2 Survey. The City may order, at the City's expense, a survey (the "**Survey**") of the Property.

ARTICLE 4

REPRESENTATIONS, WARRANTIES, AND COVENANTS

4.1 Transferor's Representations and Warranties. Transferor acknowledges and agrees that the following representations and warranties in this **Section 4.1** are a material inducement for the City to enter into this Agreement. Transferor represents and warrants to the City as of the date of this Agreement and as of the Closing Date as follows:

4.1.1 Contracts. From the Vacation Date until the Closing Date, Transferor will not enter into any leases, tenancies, occupancies, contracts (including service or maintenance contracts, or contracts for improvements to the Property or for offsite improvements related to the Property) or other agreements, oral or written (collectively, "**Contracts**"), that will affect the Property after the Closing.

4.1.2 FIRPTA. Transferor is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder (the "**Code**").

4.1.3 No Conflict. Neither the execution, delivery or performance by Transferor of this Agreement, nor compliance with the terms and provisions hereof, conflicts or will conflict with or will result in a breach or violation of any order, writ, injunction or decree of any court or governmental authority against Transferor, or any indenture, mortgage or contract or other agreement or instrument to which Transferor is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder.

4.1.4 Bankruptcy. Transferor has not filed or been the subject of any filing of a petition under any federal or state bankruptcy or insolvency laws or laws for composition of indebtedness or for the organization of debtors. Transferor is not insolvent.

4.1.5 OFAC. Transferor (i) has not been designated as a “specifically designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control; and (ii) is currently in compliance with and will at all times during the term of this Agreement (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order, or other governmental action relating thereto.

4.2 Transferor’s Covenants. Transferor hereby covenants with the City as follows:

4.2.1 Operation and Maintenance. At all times from the Vacation Date through immediately before the Closing Date, Transferor shall not cause any disturbance of the physical condition of the Project in substantially its current condition.

4.2.2 Title. From and after the Vacation Date, Transferor shall not further encumber the Property in any consensual manner without the written consent of the City, and in all events Transferor shall not place any further monetary liens on the Property.

4.2.3 Contracts. Transferor shall not enter into any contracts affecting the Property without the City’s prior written approval.

4.3 The City’s Representations and Warranties. The City, in its capacity as property owner, hereby makes the following representations and warranties to Transferor as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing:

4.3.1 Power and Authority. The City is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Florida. This Agreement (i) is and at the time of Closing will be duly authorized, executed and delivered by the City, (ii) is and at the time of Closing will be legal, valid and binding obligations of the City, and (iii) does not and at the time of Closing will not violate any provision of any agreement or judicial order to which the City is a party or to which the City is subject. All documents executed by the City which are to be delivered to Transferor at Closing (i) are or at the time of Closing will be duly authorized, executed and delivered by the City, (ii) are or at the time of Closing will be legal, valid and binding obligations of the City, and (iii) do not and at the time of Closing will not violate any provision of any agreement or judicial order to which the City is a party or to which the City is subject.

4.4 Survival of Representation and Warranties. The representation and warranties made by the parties in this Agreement (and in any and all documents executed in connection herewith) shall not survive the Closing.

ARTICLE 5
CONDITIONS

5.1 The City's Conditions. The obligations of the City under this Agreement to close the Property are subject to satisfaction of all of the conditions precedent set forth in this **Section 5.1**. No waiver shall constitute a waiver by the City of any of its rights or remedies if Transferor defaults in the performance of any covenant or agreement to be performed by Transferor under this Agreement or if Transferor breaches any representation or warranty made by Transferor in this Agreement.

5.1.1 Government Approvals. The City and Transferor acknowledge and agree that Coral Gables City Commission approval may be a condition precedent to the City's obligation to accept conveyance of the Property. In the event that the forgoing condition is not satisfied prior to the Closing Date, the City may terminate this Agreement upon written notice to Transferor. Upon such written notice, the Agreement shall be terminated and be of no further force and effect. In connection with such approval, Transferor acknowledges that the City may make any investigations and take any and all action as may be necessary or advisable in order to obtain approval of the Coral Gables City Commission to allow for the conveyance of the Property.

5.1.2 No Default. On the Closing Date, Transferor shall not be in default in the performance of any covenant or agreement to be performed by Transferor under this Agreement.

5.1.3 Representations and Warranties of Transferor. On the Closing Date, all representations and warranties made by Transferor in this Agreement shall be true and correct as if made on and as of the Closing Date without exceptions.

5.1.4 Delivery of Documents. On or before the Closing Date, Transferor shall have delivered each of the items required to be delivered by Transferor pursuant to **Section 6**.

5.2 Transferor's Conditions. The obligations of Transferor under this Agreement to convey the Property to the City are subject to satisfaction of all of the conditions precedent set forth in this **Section 5.2**. No waiver shall constitute a waiver by Transferor of any of its rights or remedies if the City defaults in the performance of any covenant or agreement to be performed by Transferor under this Agreement or if Transferor breaches any representation or warranty made by Transferor in this Agreement.

5.2.1 Vacation of Roadway. The City Commission, in its regulatory capacity, shall have approved the vacation of the ROW beyond any appeal periods and shall have passed the proposed vacation ordinance pursuant to the application as recommended by the Staff Report. Upon such vacation, Transferor shall have been vested with fee simple title to the Titled Portion representing approximately half of the ROW. The City, in its regulatory and governmental capacity, retains full and absolute discretion to review and approve any vacation of the ROW. Such review and approval shall be conducted in accordance with the applicable provisions of the City Code and applicable law. The Transferor hereby agrees that the City's decision to vacate the ROW shall not be compelled by this Agreement and shall remain within the exclusive purview of the City's regulatory authority.

5.2.2 No Default. On the Closing Date, the City shall not be in default in the performance of any material covenant or material agreement to be performed by the City under this Agreement.

5.2.3 Representations and Warranties of the City. On the Closing Date, all representations and warranties made by the City in this Agreement shall be true and correct as if made on and as of the Closing Date without exceptions.

ARTICLE 6

CLOSING

6.1 Procedure.

6.1.1 Deliveries by the Transferor. On the date of Closing, Transferor shall deliver into Escrow with the Title Company fully executed by Transferor (and acknowledged and in recordable form where appropriate) the following:

(a) Special Warranty Deed sufficient to convey title; and

(b) a non-foreign certificate and other documentation as may be appropriate and satisfactory to The City to meet the non-withholding requirements under FIRPTA and any other federal statute or regulations.

6.1.2 Deliveries by the City. On the date of Closing, the City shall execute and deliver to the Transferor the Form 8283.

6.2 Closing Costs. Each party shall pay for the services of its own legal counsel and other legal consultants. The remainder of the fees shall be paid by the City, including but not limited to: (i) the cost of any documentary stamp tax and surtax which are required to be affixed to or paid in connection with the deed, (ii) the cost of recording the deed, (iii) the premium for the owner's title insurance policy to be issued from the Title Commitment, (iv) the cost of any Survey obtained by The City, (v) the cost of the title searches and preparation of the Title Commitment; and (vi) the cost of tax and lien searches.

6.3 No Prorations. There will be no prorations in connection with the transfer of the Property.

6.4 Broker's Commission. Each party each warrant and represent to the other that it has not retained, nor is it obligated to, any person for brokerage, finder's or similar services in connection with the transactions contemplated by this Agreement, and that no commission, finder's fee or other brokerage or agent's compensation can be properly claimed by any person or entity based upon the acts of such party with regard to the transactions which are the subject matter of this Agreement. Each party shall indemnify, hold harmless and defend the other party from and against all claims demands, liabilities, losses, damages, costs and expenses (Including, without limitation, reasonable attorneys' fees, costs of expert witnesses, court costs and other

litigation expenses) arising from or relating to any claim for a commission, fee or other compensation made by any brokers or parties with which the indemnifying party has dealt in connection with this Agreement or the transactions contemplated hereby.

6.5 Improvement Liens. Certified, confirmed or ratified liens for governmental improvements or special assessments, as well as all pending liens for governmental improvements or special assessments for the Property shall be assumed by The City.

ARTICLE 7

POST-CLOSING OBLIGATIONS

7.1 Installation of Landscape Buffer and Gate. The Landscape Buffer and Gate shall be installed substantially in accordance with plans prepared by the City or a retained professional, if any, for the Park Project, as modified from time to time, in the City's sole and exclusive discretion, subject to all applicable governmental permits, licenses, and approvals as may be required by the appropriate governmental authorities. The City shall complete such installation pursuant to its timeline for the Park Project, as modified from time to time, which shall be determined by the City in its sole and exclusive discretion. The Landscape Buffer and Gate shall be located entirely on the City Property, as expanded by the Property and its Titled Portion, and the City shall retain all ownership interests and rights to the Landscape Buffer and Gate without regard to any encroachments or overgrowth into or from the Transferor Property. Notwithstanding the provisions of this Agreement, upon installation of the Landscape Buffer and Gate, nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to maintain or repair such Landscape Buffer and Gate, except as may be required under applicable law, rules or regulations. The City makes no representation or warranty regarding the Landscape Buffer and Gate, the landscaping plans therefor, or the quality thereof. The provisions of this **Section 7.1** shall survive Closing.

ARTICLE 8

NOTICES

8.1 Notices. Any notices required or permitted to be given under this Agreement shall be delivered by hand, by electronic mail or delivered by a nationally recognized overnight delivery service, and addressed as described below; notices shall be deemed effective only upon receipt or refusal of delivery or, if by electronic mail sent after 5:30 p.m. on the next ensuing business day after transmission.

Notices to The City:

City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134
Attn: Amos Rojas, Jr.

With a copy to:

Holland & Knight LLP

701 Brickell Avenue, Suite 3000
Miami, Florida 33131
Attn: Vivian de las Cuevas-Diaz, Esq.
Telephone: 305-789-7452
Email: vivian.cuevas@hklaw.com

Notices to Transferor:

Kevin Neal & Annick Iwanowski
755 Blue Road
Coral Gables, Florida 33146
Telephone: 954-854-3792
Email: kevin.neal@moenio.com

With a copy to:

Shutts & Bowen LLP
200 South Biscayne Boulevard, Suite 4100
Miami, Florida 33131
Attn: David J Coviello, Esq.
Telephone: 305-415-9437
Email: dcoviello@shutts.com

ARTICLE 9

DEFAULT

9.1 Default by Transferor. If any of Transferor's representations and warranties are not true and correct or Transferor's covenants are not fulfilled, including, without limitation, Transferor's obligation to convey the Property, or all other conditions precedent are not met as of Closing (or earlier specified date, if any), or Transferor fails to perform any of the terms and conditions of this Agreement or is otherwise in default under this Agreement, then The City, at The City's sole option, may elect to:

9.1.1 Waive the default or failure and close "as is"; or

9.1.2 Cancel this Agreement by written notice to Transferor given on or before the Closing Date, in which event, both parties shall be released from all further obligations under this Agreement, except for the indemnification obligations contained elsewhere in this Agreement; or

9.2 Default by the City. In the event of the failure or refusal of the City to close this transaction, without fault on Transferor's part, without failure of title and following the satisfaction of all Conditions Precedent set forth in Section 5 herein, Transferor shall have the right, as its sole and exclusive remedy, to seek remedies available at law or equity, whereupon the parties shall be relieved of all further obligations under this Agreement except as otherwise specified, or by its nature intended, to survive the termination of this Agreement.

ARTICLE 10

MISCELLANEOUS

10.1 Merger/Entire Agreement. Except as expressly set forth herein, this Agreement, including all recitals and exhibits thereto, is intended to be the entire agreement of the parties with respect to the subject matter hereof. All prior negotiations and written and contemporary oral agreements between the parties and their agents with respect to the subject matter of this Agreement, are merged in this Agreement.

10.2 Time. Time is of the essence in the performance of the parties' respective obligations pursuant to this Agreement.

10.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. The City shall be entitled to assign the City's rights and obligations under this Agreement to any entity wholly owned and controlled by the City, but to no other person or entity. Transferor shall also be entitled to assign its rights and obligations under this Agreement to any future owner of the Transferor Property, provided that such future owner assumes all rights and obligations of this Agreement. Effective upon any assignment permitted hereunder, the assignor shall be relieved of all further liability under this Agreement except for such liability as may have accrued prior to such assignment and which remains unsatisfied as of the time of such assignment.

10.4 Amendments or Modifications. This Agreement is subject to amendment or modification only with the written consent of both of the parties.

10.5 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to any conflicts of law provisions.

10.6 Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine or neuter forms. The term "person" includes individuals, corporations, partnerships, trusts and other entities and associations. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "approval," "consent" and "notice" shall be deemed to be preceded by the word "written." Locative adverbs such as "herein," "hereto" and "hereunder" shall refer to this Agreement in its entirety and not to any particular Section or paragraph. The words "shall," "will" and "must" mean mandatory and "may" means permissive.

10.7 Further Assurances. Subject to the provisions of **Section 10.9**, the parties shall in good faith cooperate with each other to a commercially reasonable extent in satisfying all conditions

contained in this Agreement by executing, acknowledging and delivering any and all additional documents and performing any further acts which may be reasonably necessary to carry out the mutual intent of the parties and the provisions of this Agreement.

10.8 Partial Invalidity. If any provision of this Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement and this Agreement shall remain in full force and effect without such invalid, illegal or unenforceable provisions provided that the severance of such provision(s) does not result in a material failure of consideration under this Agreement to either party hereto.

10.9 Recitals and Exhibits. The recitals to this Agreement and the exhibits attached to this Agreement are made a part of this Agreement.

10.10 Counterparts: Facsimile. This Agreement may be executed in one or more counterparts with the same effect as if the parties executing several counterparts had executed one counterpart and all such executed counterparts shall together constitute one and the same instrument. Facsimile or electronic signatures on this Agreement or any instrument executed by the parties pursuant to this agreement shall be binding as if original.

10.11 Taking. If before the Closing Date, condemnation or eminent domain proceedings are commenced against the Property, then the City shall have the right, at its election, by giving notice to Transferor, either to terminate this Agreement or to acquire the Property in accordance with this Agreement. If the City elects to terminate this Agreement, all rights and obligations of the parties shall terminate except as otherwise expressly provided herein. If the City elects to acquire the Property in accordance with this Agreement, all condemnation or eminent domain awards payable by reason of such condemnation shall be paid to the City. Transferor shall immediately give notice to the City upon the occurrence of any damage to the Property or any condemnation or eminent domain proceedings affecting the Property.

10.12 Computation of Time. The time in which any act under this Agreement is to be done shall be computed by excluding the first (1st) day and including the last day. If the last day of any time period shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday. Unless preceded by the word "business," the word "day" shall mean a "calendar" day.

10.13 Confidentiality. The parties agree that through and until the Closing, and except as may be required to effectuate the transactions contemplated hereby or as otherwise required by law or judicial process, they shall keep the contents of this Agreement and any information related to the transactions confidential and further agree that no publicity or press release to the general public with respect to the transactions shall be made by either party without the prior written consent of the other party. In addition, each party hereby acknowledges that all documents, reports, studies and other information delivered hereunder to such party, including without limitation all Studies, are intended solely for such party's use in connection with the transactions, and each party agrees to treat the same confidentially and not to give copies or otherwise reveal

any such information to any third parties (except for consultants and other professional advisors advising such party in connection with the transactions) without the prior written approval of the other party.

10.14 Authority of the Parties. Where required in this Agreement or by the Title Company, the parties shall deliver any necessary documentation which authorizes the transactions contemplated herein and which further evidences the authority of the individuals or officers who are empowered to execute and carry out the terms of this Agreement.

10.15 No Recordation of Agreement. The parties agree neither to record this Agreement or a memorandum of same.

10.17 Effectiveness. Notwithstanding any provision herein to the contrary, this Agreement shall not be effective unless and until executed and delivered by both parties.

IN WITNESS WHEREOF, Transferor and the City have executed this Agreement as of the date first hereinabove written.

DATED: _____, 2024

THE CITY OF CORAL GABLES, a municipal corporation organized under the laws of the State of Florida

By: _____
Amos Rojas, Jr.
Its: City Manager

Approved for Form and Legal Sufficiency:

By: _____
Name: Cristina M. Suarez
Title: City Attorney
Date: _____

Attestation of Signatures:

By: _____
Name: Billy Y. Urquia
Title: City Clerk
Date: _____

DATED: _____, 2024

Property Owner

Kevin Neal

Annick Iwanowski

Exhibit "A"

The Legal Description of the City Property

Lot 1 & 2, Block 26 as shown on REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 1, according to the Plat thereof, as recorded in Plat Book 28, at Page 31, of the Public Records of Miami-Dade County, Florida

Exhibit "B"

The Legal Description of the Transferor Property

Lot 1 Block 27 as shown on REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 1, according to the Plat thereof, as recorded in Plat Book 28, at Page 31, of the Public Records of Miami-Dade County, Florida

Exhibit "C"

The Legal Description of the ROW

All of Biltmore Drive right of way as shown on REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 1, according to the Plat thereof, as recorded in Plat Book 28, at Page 31, of the Public Records of Miami-Dade County, Florida; Bounded on the North by a line from the Northwest corner of Lot 1, Block 27 of said Plat and the Northeast corner of Lot 1, Block 26 of said Plat; Bounded on the West by the Easterly line of Lots 1 and 2 of Block 26 of said Plat; Bounded on the South by a line parallel and 35 feet Northerly, Northwesterly from the center line of the right of way of Blue Road as shown on said Plat; and bounded on the East by the Westerly line of said Lot 1, Block 27.

Containing a total net area of 15,053.41 square feet.

Exhibit "D"

The Legal Description of the Transferor's Titled Portion

The East ½ of the following described property:

All of Biltmore Drive right of way as shown on REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 1, according to the Plat thereof, as recorded in Plat Book 28, at Page 31, of the Public Records of Miami-Dade County, Florida; Bounded on the North by a line from the Northwest corner of Lot 1, Block 27 of said Plat and the Northeast corner of Lot 1, Block 26 of said Plat; Bounded on the West by the center line of Biltmore Drive; Bounded on the South by a line parallel and 35 feet Northerly, Northwesterly from the center line of the right of way of Blue Road as shown on said Plat; and bounded on the East by the Westerly line of said Lot 1, Block 27.

More particularly described as follows:

The East ½ of Biltmore Drive right of way as shown on REVISED PLAT O F CORAL GTABLES RIVIERA SECTION PART 1; according to the Plat thereof, as recorded in Plat Book 28, at Page 31, of the Public Records of Miami-Dade County, Florida; Described as follows: Beginning on the Northwest corner of Lot 1, Block 27 of said Plat; thence S71°23'02.5"W for a distance of 35.07 feet to the center line of Biltmore Drive; thence Southerly along the center line of said Biltmore Drive along a curve concave to the West, having a radius of 755.00 feet, a central angle of 14°15'24", for an arc distance of 187.86 feet, to a point at the Northerly right of way of Blue Road; thence Easterly along a curve concave to the North, having a radius of 130.00 feet, a central angle of 39°07'30", for an arc distance of 88.89 feet to a point; thence N49°58'31"E for a distance of 38.40 feet to a point cusp at the Southerly corner of said Lot 1, Block 27; thence Westerly, Northwesterly, Northerly along a circular curve concave to the Northeast, having a radius of 50.00 feet, a central angle of 123°04'25", for an arc distance of 107.40 feet to a point of cusp; thence Northerly along a curve concave to the West, having a radius of 790.00 feet , a central angle of 08°04'34", for an arc distance of 111.35 feet to the Point of Beginning.

Containing a total net area of 8,581.48 square feet.

Exhibit "E"

The Legal Description of the Property

A portion of Biltmore Drive right of way as shown on REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 1, according to the Plat thereof, as recorded in Plat Book 28, at Page 31, of the Public Records of Miami-Dade County, Florida; Bounded on the North by a line from the Northwest corner of Lot 1, Block 27 of said Plat and the Northeast corner of Lot 1, Block 26 of said Plat; Bounded on the West by the center line of Biltmore Drive; Bounded on the South by a line parallel and 35 feet Northerly, Northwesterly from the center line of the right of way of Blue Road as shown on said Plat; and bounded on the East by the a line 17.5 West of the Westerly line of said Lot 1, Block 27.

More particularly described as follows:

A portion of Biltmore Drive right of way as shown on REVISED PLAT O F CORAL GTABLES RIVIERA SECTION PART 1; according to the Plat thereof, as recorded in Plat Book 28, at Page 31, of the Public Records of Miami-Dade County, Florida; Described as follows: Commence on the Northwest corner of Lot 1, Block 27 of said Plat; thence $S71^{\circ}23'02.5''W$ for a distance of 17.54 feet to the Point of Beginning; thence Southerly along a curve 17.5 feet West of and parallel to the Westerly line of said Lot 1, Block 27; thence along a curve concave to the West, having a radius of 772.50 feet, a central angle of $08^{\circ}00'11''$ for an arc distance of 107.90 feet to a point of cusp; thence Southerly, Southeasterly along a curve concave to the Northeast, having a radius of 67.50 feet a central angle of $74^{\circ}09'58''$ for an arc distance of 95.00 feet to a point of cusp on the Northerly right of way line of Blue Road; thence Southwesterly, Westerly along the Northerly right of way of Blue Road along a curve concave to the North, having a radius of 130.00 feet, a central angle of $35^{\circ}58'36''$ for an arc distance of 81.73 feet to a point on the center line of Biltmore Drive and the a point of cusp; thence Northerly along the center line of said Biltmore Drive along a curve concave to the West, having a radius of 755.00 feet, a central angle of $14^{\circ}15'24''$, for an arc distance of 187.86 feet, to a point; thence $N71^{\circ}23'02.5''E$ for a distance of 17.54 feet to the Point of Beginning.

Containing a total net area of 4,998.44 square feet.

Exhibit "F"

Form 8283

[TO BE ATTACHED]