

# APPRAISAL REPORT

6 & 7 FARREY LANE - AIR RIGHTS  
MIAMI BEACH, FLORIDA 33139  
CBRE FILE NO. CB24US009353-1

CLIENT: CITY OF MIAMI BEACH, PUBLIC WORKS  
DEPARTMENT

Date of Report: March 19, 2024

Mr. Jose (Joe) Gomez, Director  
CITY OF MIAMI BEACH, PUBLIC WORKS DEPARTMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

RE: Appraisal of: 6 & 7 Farrey Lane - Air Rights  
Miami Beach, Miami-Dade County, Florida  
CBRE, Inc. File No. CB24US009353-1

Dear Mr. Gomez:

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 comprises 657-square feet and 36,301-cubic feet of air rights between 17.12-feet NGVD for the proposed bottom of the sky bridge structure and 65.56-feet NGVD for the top of a proposed single family residential structure. The proposed sky bridge over the Farrey Lane alley is intended to connect 6 Farrey Lane to 7 Farrey Lane and provide enclosed habitable space, private balcony, decorative architectural features, a pool and roof terrace over the public right-of-way.

As such, the subject property is a strategic candidate for acquisition and assemblage by the abutting owner of Lots 6 & 7 Farrey Lane and a premium in the range of 20% to 50% above market value could be warranted depending on first or last piece of the puzzle in the assemblage process or location within a land constrained submarket.

Because there are severely limited "arm's length" comparable sales of linear strips, alleys and public rights-of-way necessary for a reasonable & supportable valuation process, we have applied the "across the fence" (ATF) valuation methodology. In theory, ATF is applicable when undevelopable sites with limited marketability can be joined to an adjacent parcel and can legally & physically assume the adjacent parcel's highest & best use and unit value.

Based on the analysis contained in the following report, the market value of the subject air rights and fee simple land value comprising surface, sub-surface & air rights are concluded as follows:

<b>MARKET VALUE CONCLUSION</b>			
<b>Appraisal Premise</b>	<b>Interest Appraised</b>	<b>Date of Value</b>	<b>Value Conclusion</b>
Air Rights	Fee Simple Estate	February 16, 2024	\$595,000
Land Value	Fee Simple Estate	February 16, 2024	\$850,000
Compiled by CBRE			

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

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

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

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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Stuart Lieberman, MAI

Vice President

Cert Gen RZ1074

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## Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Stuart Lieberman, MAI has not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. 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.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.
9. Stuart Lieberman, MAI has made a personal inspection of the exterior of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the persons signing this certification.
11. 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.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, Stuart Lieberman, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
14. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida.



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Stuart Lieberman, MAI  
Cert Gen RZ1074



## Subject Photographs



Aerial View



Photo 1 – Farrey Lane Alley Looking West



Photo 2 – Farrey Lane Alley Looking East



Photo 3 – FPL Utility



Photo 4 – 6 Farrey Lane As Is



Photo 5 – 7 Farrey Lane As Is



Photo 6 – 7 Farrey Lane As Is





Photo 7 – Biscayne Bay View NW



Photo 8 – Biscayne Bay View North



Photo 9 – Biscayne Bay View NE



Photo 10 – Seawall Cap & Boat Dock



Photo 11 – Farrey Lane Looking South



Photo 12 – Farrey Lane Looking North

## Executive Summary

Property Name	6 & 7 Farrey Lane - Air Rights		
Location	6 & 7 Farrey Lane Miami Beach, Miami-Dade County, FL 33139		
Parcel Number(s)	02-3233-003-0060, 02-3233-003-0070		
Client	City of Miami Beach, Public Works Department		
Highest and Best Use			
As If Vacant	Single or multi-family residential uses		
As Improved	Obsolete vacation villa		
Property Rights Appraised	Fee Simple Estate		
Date of Inspection	February 16, 2024		
Estimated Exposure Time	3 - 12 Months		
Estimated Marketing Time	3 - 12 Months		
Primary Land Area - Air Rights	0.02 AC	657 SF	
Zoning	RM-1, Residential Multi-Family, Low Intensity		
Buyer Profile	Developer		
VALUATION			
Land Value	Total	% of Value	Per SF
	\$850,000	100%	\$1,294.35
Market Value of the Air Rights On	February 16, 2024		
Cost Approach	Not Applicable		---
Sales Comparison Approach	\$595,000	70%	\$906.05
Income Approach	Not Applicable		---
CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
Air Rights	Fee Simple Estate	February 16, 2024	\$595,000
Land Value	Fee Simple Estate	February 16, 2024	\$850,000
Compiled by CBRE			

## STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

### Strengths/ Opportunities

- The subject property is situated on an exclusive island community with celebrity resident neighbors, unrestricted, deep water ocean access and unobstructed view amenity from the north bank of Belle Isle.
- The subject zoning permits single or multi-family residential uses up to 5-stories.
- The subject location is in proximity to the South Beach resort community, and the downtown Miami CBD and Brickell Financial District.
- The South Florida and Miami Beach luxury residential market is very active as high net worth individuals, celebrities, domestic & foreign investors, custom home builders, "star" architects and developers seek out waterfront lots for development opportunities.
- Long term submarket transformation as aging properties continue to be renovated and-or redeveloped into more contemporary and functional land uses.



### Weaknesses/ Threats

- The subject property location is impacted by climate change and sea rise.
- Commercial real estate market conditions have deteriorated at the macro level. The significant recent increase in the cost of capital and reduced volume of transaction activity is impacting price discovery and creating an increase in uncertainty. Increasing interest rates and subdued economic growth will continue to weigh on commercial real estate fundamentals and investment transaction volumes. This creates a higher degree of uncertainty in general, though the impacts may vary by market and asset class/type.

### MARKET VOLATILITY

We draw your attention to a combination of inflationary pressures (leading to higher interest rates) and recent failures/stress in banking systems which have significantly increased the potential for constrained credit markets, negative capital value movements and enhanced volatility in property markets over the short-to-medium term.

Experience has shown that consumer and investor behavior can quickly change during periods of such heightened volatility. Lending or investment decisions should reflect this heightened level of volatility and the potential for deteriorating market conditions.

It is important to note that the conclusions set out in this report are valid as at the valuation date only. Where appropriate, we recommend that the valuation is closely monitored, as we continue to track how markets respond to evolving events.

### CURRENT ECONOMIC CONDITIONS

At its January 2024 meeting, the Federal Reserve held the federal funds rate at a range of 5.25% to 5.50% and indicated it will continue reducing its balance sheet by \$95 billion per month. The Fed removed language from its policy statement about further tightening but stated it needs more confidence inflation “is moving sustainably toward 2.00%” before considering cuts. Rising real interest rates will be a headwind for the economy in coming quarters; however, CBRE expects the U.S. economy will remain resilient with growth averaging 1.6% for the year.

While opinions vary on future economic issues, the general market consensus at the time of this appraisal is the anticipation of moderating inflation as higher interest rates cool demand. Tighter lending conditions and a weakening economy will keep capital markets activity subdued and reduce leasing demand in the short to medium term. Amid this uncertain and dynamic environment, investment market performance will be uneven across property types.

## 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.” <sup>1</sup>

- None noted.

## 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.” <sup>2</sup>

- None noted.

## OWNERSHIP AND PROPERTY HISTORY

The Farrey Lane alley that includes the subject property is vested to the City of Miami Beach, a municipal government. As previously noted, the abutting owner of 6 & 7 Farrey Lane is proposing a sky bridge over the Farrey Lane alley that is intended to connect 6 Farrey Lane to 7 Farrey Lane and provide enclosed habitable space, private balcony, decorative architectural features, a pool and roof terrace over the public right-of-way.

The abutting property owner and ownership history of the properties on both sides of the alley and abutting the subject property segment, is summarized as follows:

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<sup>1</sup> The Appraisal Foundation, *USPAP*, 2024 Edition (Effective January 1, 2024)

<sup>2</sup> The Appraisal Foundation, *USPAP*, 2024 Edition (Effective January 1, 2024)

OWNERSHIP SUMMARY		
Item	6 Farrey Lane	7 Farrey Lane
<b>Current Ownership</b>		
Owner:	Farrey LN DG Master Plan LLC	MMS 7 Farrey LLC
Seller:	6 Farrey Lane, LLC	Farrey Tales LLC
Purchase Price:	\$1,854,000	\$5,300,000
Transaction Date:	October 26, 2021	December 3, 2021
Sale in Last 3 Years?:	Yes	Yes
Legal Reference:	O.R. Book/Page: 32828/3063	O.R. Book/Page: 32899/3535
County/Locality Name:	Miami-Dade	Miami-Dade
Buyer/Seller Relationship Type:	Arm's length and reasonable	Arm's length and reasonable
At / Above / Below Market:		
Comments:		
<b>Prior Sale History</b>		
Buyer:	6 Farrey Lane, LLC	Rene Gonzalez
Seller:	Ana Gazarian & Eugenio Torres Munguia	Miguel Angel Diego Verastegui
Purchase Price:	\$1,100,000	\$1,435,000
Transaction Date:	July 25, 2021	March 7, 2014
Legal Reference:	O.R. Book/Page: 32630/2654	O.R. Book/Page: 29061/749
<b>Current Listing</b>		
Currently Listed For Sale:	Yes	
Listing Price:	\$13,247,000	
Listing Date:	July 6, 2023	
Comments:	6 & 7 Farrey Lane including approved plans to build a 9,125 SF luxury 3-story single-family home with a rooftop terrace & bay view.	
Compiled by CBRE		

The abutting ownership of 6 & 7 Farrey Lane assembled both sites for a total of \$7,154,000 in October & December 2021 and controls a total of 7,314-square feet, which equates to \$978.12 per square foot of site area, excluding the subject alley. We also note, the active listing for 6 & 7 Farrey Lane is priced at \$13,247,000 or \$1,811.18 per square foot of site area and reportedly includes approved site plans for a 3-story, 9,125-SF single family residence with roof top terrace.

However, the abutting owner's interest in redevelopment and connecting the two-parcels via a sky bridge over the municipal owned alley is subject to the purchase of the air rights that are the subject of this report. Furthermore, as part of this appraisal engagement, we are aware that the abutting landowner/developer has a strategic interest in acquiring the subject property for a high value, luxury residential development.

CBRE is unaware of any arm's length ownership transfers of the property within three-to-5-years of the date of appraisal.

## EXPOSURE/MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often



used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, we have analyzed the following:

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

The following table presents the information derived from these sources.

EXPOSURE/MARKETING TIME DATA				
Investment Type	Exposure/Mktg. (Months)			
	Range		Average	
Comparable Sales Data	1.0	- 21.0	8.6	
Local Market Professionals	3.0	- 12.0	7.5	
CBRE Exposure Time Estimate	3 - 12 Months			
CBRE Marketing Period Estimate	3 - 12 Months			
Various Sources Compiled by CBRE				

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**ADDENDA**

A Land Sale Data Sheets

B Legal Description

C Client Contract Information

D Qualifications

## Scope of Work

This Appraisal Report is intended to comply with the real property appraisal development and reporting requirements set forth under Standards Rule 1 and 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied.

### INTENDED USE OF REPORT

This appraisal is to be used by the client for internal decision making and negotiations with a potential buyer/developer and no other use is permitted.

### CLIENT

The client is City of Miami Beach, Public Works Department.

### INTENDED USER OF REPORT

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

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

### RELIANCE LANGUAGE

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

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



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

## PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to develop an opinion of the market value of the subject property air rights.

## DEFINITION OF VALUE

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

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

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

## INTEREST APPRAISED

The value estimated represents Fee Simple Estate as defined below:

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

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

*Leasehold Estate* - The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.<sup>7</sup>

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<sup>4</sup> 12 CFR, Part 34, Subpart C-Appraisals, 34.42(h).

<sup>5</sup> Appraisal Institute, The Dictionary of Real Estate Appraisal, 7<sup>th</sup> ed. (Chicago: Appraisal Institute, 2022), 73.

<sup>6</sup> Appraisal Institute, The Dictionary of Real Estate Appraisal, 7<sup>th</sup> ed. (Chicago: Appraisal Institute, 2022), 105.

<sup>7</sup> Appraisal Institute, The Dictionary of Real Estate Appraisal, 7<sup>th</sup> ed. (Chicago: Appraisal Institute, 2022), 105.

### Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records
- legal description
- concept site plan & sections depicting the proposed mixed-use development.

### Extent to Which the Property is Inspected

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

### Type and Extent of the Data Researched

CBRE reviewed the following:

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

### Type and Extent of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. For vacant land, the sales comparison approach has been employed for this assignment.

## Data Resources Utilized in the Analysis

DATA SOURCES	
Item:	Source(s):
<b>Site Data</b>	
Size	Legal description, recorded plat & concept site plan
<b>Improved Data</b>	
Building Area	Concept site plan & proposed building sections
Area Breakdown/Use	Concept site plan & proposed building sections
No. Bldgs.	Concept site plan
Parking Spaces	Not provided
Year Built/Developed	Proposed
<b>Economic Data</b>	
Deferred Maintenance:	Not applicable
Building Costs:	Not applicable
Income Data:	Not applicable
Expense Data:	Not applicable
Compiled by CBRE	

## APPRAISAL METHODOLOGY

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

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

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

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

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

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



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

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

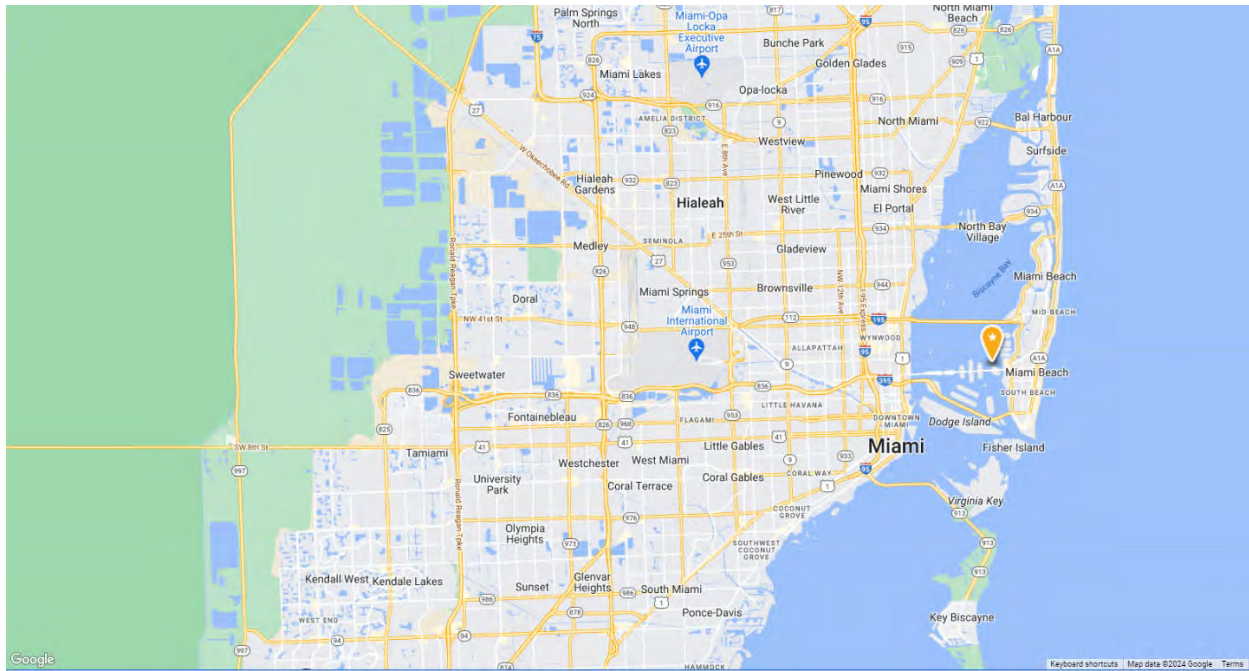
The ground rent capitalization procedure is predicated upon the assumption that ground rents can be capitalized at an appropriate rate to indicate the market value of a site. Ground rent is paid for the right to use and occupy the land according to the terms of the ground lease; it corresponds to the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

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

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

Because there are limited "arm's length" comparable sales of alleyways and-or public rights-of-way necessary for a reasonable & supportable valuation process, we have applied the "across the fence" (ATF) valuation methodology. In theory, ATF is applicable when undevelopable sites with limited marketability can be joined to an adjacent parcel and can legally & physically assume the adjacent parcel's highest & best use and unit value. With regards to the subject site, we have employed the ATF methodology based on the existing RM-1, Residential Multi-Family, Low Intensity District "as of right" zoning density. The other methodologies are used primarily when comparable land sales data is non-existent. Therefore, these approaches have not been used.

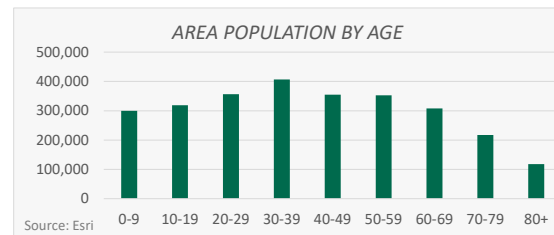
## Area Analysis



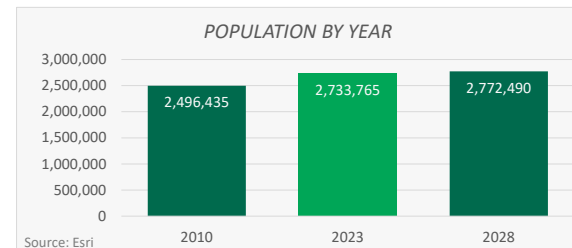
The subject is located in Miami-Dade County. Key information about the area is provided in the following tables.

### POPULATION

The area has a population of 2,733,765 and a median age of 40, with the largest population group in the 30-39 age range and the smallest population in 80+ age range.



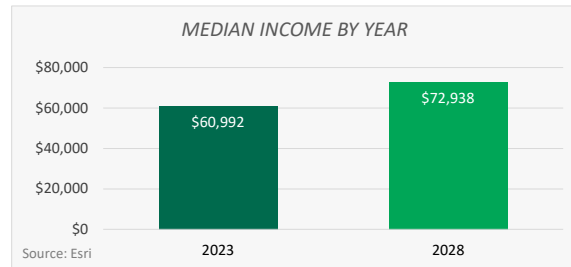
Population has increased by 237,330 since 2010, reflecting an annual increase of 0.7%. Population is projected to increase by 38,725 between 2023 and 2028, reflecting a 0.3% annual population growth.



Source: ESRI, downloaded on Mar, 8 2024

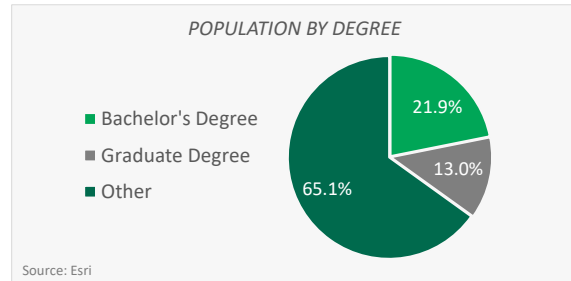
## INCOME

The area features an average household income of \$95,752 and a median household income of \$60,992. Over the next five years, median household income is expected to increase by 19.6%, or \$2,389 per annum.

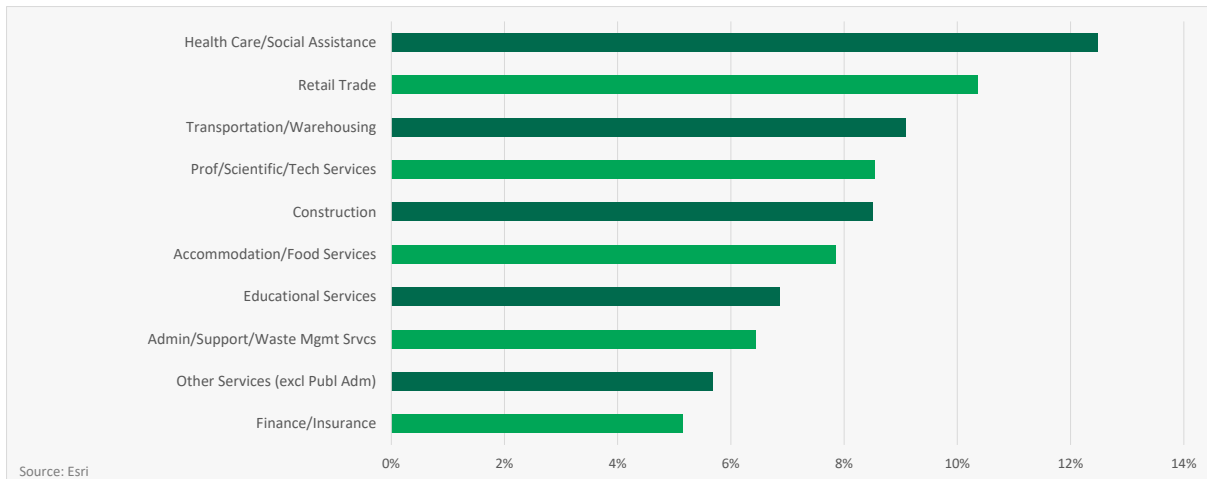


## EDUCATION

A total of 34.9% of individuals over the age of 24 have a college degree, with 21.9% holding a bachelor's degree and 13.0% holding a graduate degree.



## EMPLOYMENT



The area includes a total of 1,376,756 employees. The top three industries within the area are Health Care/Social Assistance, Retail Trade and Transportation/Warehousing, which represent a combined total of 32% of the workforce.

Source: ESRI, downloaded on Mar 8, 2024; BLS.gov dated Jan 0, 1900

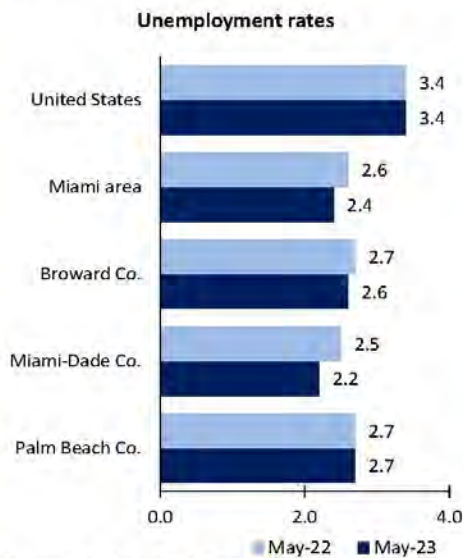
## MIAMI AREA ECONOMIC SUMMARY

## Miami, FL, Area Economic Summary

Updated June 30, 2023

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

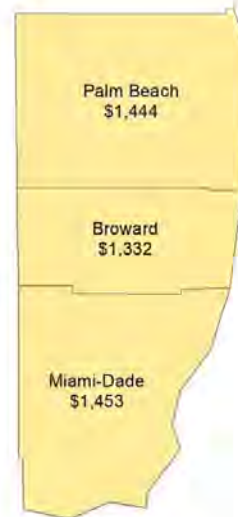
#### Unemployment rates for the nation and selected areas



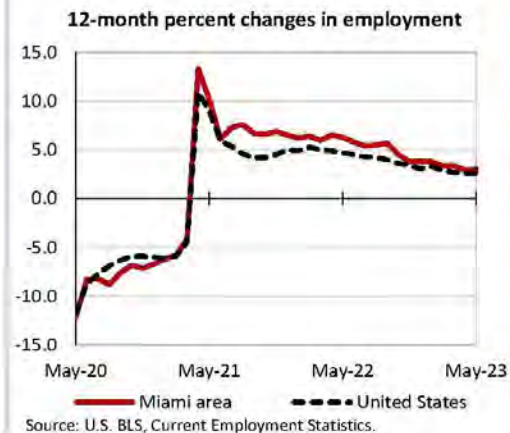
#### Average weekly wages for all industries by county

##### Miami area, fourth quarter 2022

(U.S. = \$1,385; Area = \$1,413)



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

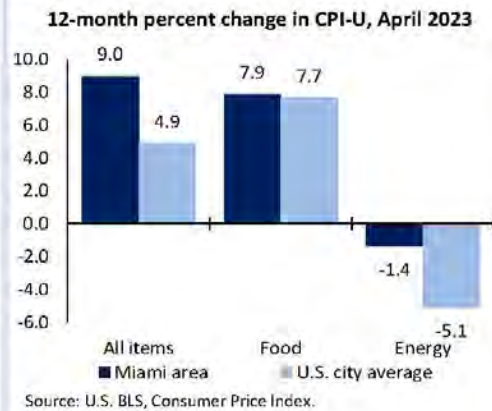


Miami area employment (number in thousands)	May 2023	Change from May 2022 to May 2023	
		Number	Percent
Total nonfarm	2,888.0	83.6	3.0
Mining and logging	-	-	-
Construction	136.3	-7.6	-5.3
Manufacturing	98.2	4.0	4.2
Trade, transportation, and utilities	646.5	16.3	2.6
Information	54.2	-1.4	-2.5
Financial activities	214.0	3.9	1.9
Professional and business services	522.7	18.8	3.7
Education and health services	449.3	26.2	6.2
Leisure and hospitality	338.4	13.2	4.1
Other services	114.7	2.9	2.6
Government	312.9	7.3	2.4

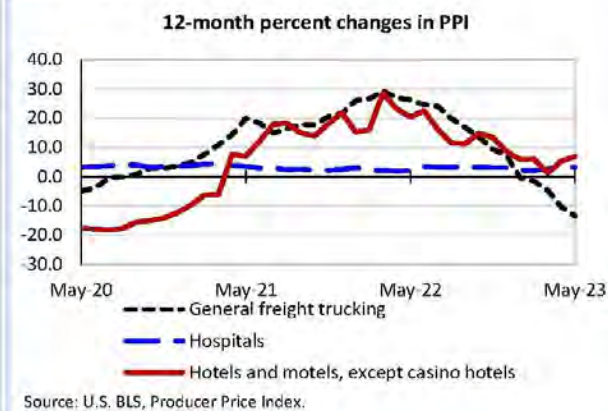
Source: U.S. BLS, Current Employment Statistics.



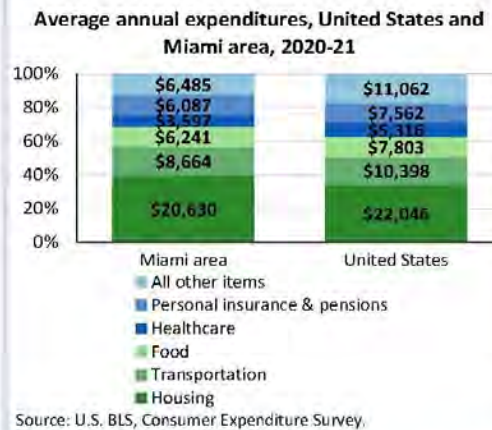
Over-the-year change in the prices paid by urban consumers for selected categories



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



Average annual spending and percent distribution for selected categories



Average hourly wages for selected occupations

Occupation	Miami area	United States
All occupations	\$28.36	\$29.76
Accountants and auditors	40.21	41.70
Registered nurses	39.33	42.80
Aircraft cargo handling supervisors	28.10	29.40
Construction laborers	18.58	22.29
Receptionists and information clerks	16.08	16.64
Maids and housekeeping cleaners	14.17	15.35

Source: U.S. BLS, Occupational Employment and Wage Statistics, May 2022.

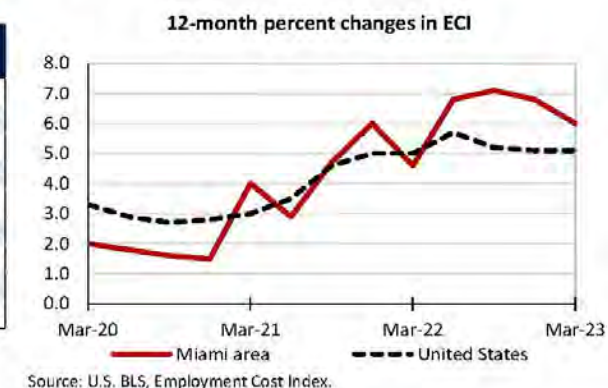
Employer costs per hour worked for wages and selected employee benefits by geographic division

Private industry, March 2023	South Atlantic (1)	United States
Total compensation	\$37.28	\$40.79
Wages and salaries	26.91	28.76
Total benefits	10.37	12.02
Paid leave	2.80	3.04
Vacation	1.44	1.55
Supplemental pay	1.20	1.52
Insurance	2.51	3.01
Retirement and savings	1.09	1.39
Legally required benefits	2.78	3.06

(1) The states that compose the South Atlantic census division are: DE, DC, FL, GA, MD, NC, SC, VA, and WV.

Source: U.S. BLS, Employer Costs for Employee Compensation.

Over-the-year changes in wages and salaries



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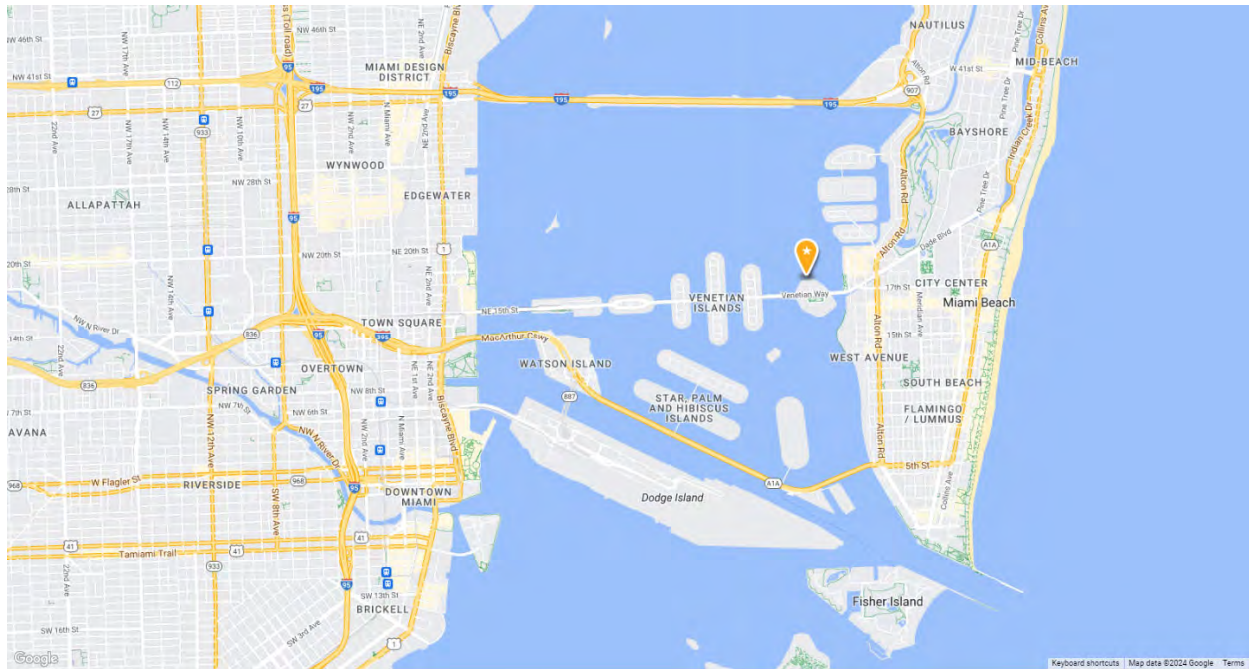
## OPENING DAY

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

## CONCLUSION

The economy in Miami-Dade County will continue to experience an increase in population, an increase in household income, and an increase in household values. In addition, MIA's international character and its high-skilled, bilingual workforce will help it exceed the U.S. in income growth over the long term. The Miami-Dade County market area is enjoying a high velocity of growth while burdened with an affordable housing crisis and the nuisance of heavy traffic congestion.

## Neighborhood Analysis



### LOCATION

The subject property is located along the north end of Farrey Lane and north bank of Biscayne Bay on Bella Isle in the South Beach submarket in the City of Miami Beach, Florida. Bella Isle is part of a string of islands along the Venetian Causeway that connects the downtown Miami mainland with Miami Beach. 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 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:

<b>North:</b>	Arthur Godfrey Road
<b>South:</b>	Atlantic Ocean/Government Cut
<b>East:</b>	Atlantic Ocean/beach
<b>West:</b>	Biscayne Bay

## LAND USE

Land uses within the subject neighborhood consist of a wide variety of commercial, residential & hotel developments. The focal point for Miami Beach is the Lincoln Road pedestrian mall and surrounding uses including the Miami Beach Convention Center, the Fillmore Theater, the New World Symphony & Soundscape Park, Miami Beach City Hall, Pride Park and a municipal parking garage that serves City Hall and the Lincoln Road pedestrian mall to the south, as depicted in the below graphic.



According to Wikipedia and the venue website, the Miami Beach Convention Center (originally the Miami Beach Exhibition Hall) originally opened in 1958 and was most recently renovated from 2015-2018 for \$620 million. The re-imagined and enhanced MBCC includes a 60,000-square-foot Grand Ballroom (the largest in South Florida), four junior ballrooms, 500,000 square feet of flexible exhibition space, 84 meeting rooms, and pre-function space, as well as outdoor spaces and terraces.

Lower density multi-family rental & condominium apartment uses are concentrated along Pennsylvania Avenue, Euclid Avenue and Meridian Avenue to the south. The neighborhood & community retail and office uses are typically clustered along the Alton Road, Washington Avenue, Collins Avenue and Dade Boulevard/Venetian Causeway corridors, as well as the pedestrian-only areas of Lincoln Road Mall. Higher density hotels, condominiums, restaurants, and retail are primarily concentrated along the Collins Avenue and Ocean Drive corridors with additional retail uses, nightclubs, restaurants and smaller boutique hotels on Washington Avenue.



Collins Avenue is partly co-signed State Road A1A and is a major thoroughfare in South Florida, United States. The road runs parallel to the Atlantic Ocean in Miami Beach, Florida, one block west of Ocean Drive. It also runs through the cities of Surfside and Sunny Isles Beach to the north. Collins Avenue was named for John S. Collins, a developer who, in 1913, completed Miami's first bridge, Collins Bridge, connecting Miami Beach to the mainland across Biscayne Bay.

The Lincoln Road pedestrian mall is a key focal point in South Beach and 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 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 relocated to 500 17th Street into a Frank Gehry designed concert hall and a 7,000 square foot projection wall on which concerts, video art and films are shown free-of-charge to audiences in Soundscape, a 2.5-acre public park, designed by Dutch architectural firm West 8.

Washington Avenue is a 1/2 block walk to the east and after a long master planning process, development incentives and the establishment of a Business Improvement District (BID), the Washington Avenue corridor is starting to redevelop.

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

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



### Washington Avenue Project & Transaction Highlights:

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





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



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

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 converges into 17<sup>th</sup> Street and Dade Boulevard to the north; 5th Street/MacArthur Causeway (US Highway No. 41/State Road A1A), located to the south of the subject property; and Arthur Godfrey/Julia Tuttle Causeway (I-195) located north of the subject property. The Miami Tunnel opened in 2014 to alleviate congestion from PortMiami along the MacArthur Causeway. These arteries connect South Beach to mainland Miami to the west, as well as intersect with the primary north-south arteries of Alton Road, Collins Avenue, Washington Avenue and Ocean Drive.

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

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

### DEMOGRAPHICS

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

SELECTED NEIGHBORHOOD DEMOGRAPHICS						
6 & 7 Farrey Lane Miami Beach, FL 33139	1 Mile Radius	3 Mile Radius	5 Mile Radius	33139 - Miami Beach	Florida	Miami-Dade County
<b>Population</b>						
2028 Total Population	15,147	120,308	381,430	36,094	23,091,949	2,772,490
2023 Total Population	15,151	106,114	348,980	35,979	22,381,338	2,733,765
2010 Total Population	16,788	85,053	297,574	38,777	18,801,310	2,496,435
2000 Total Population	16,372	71,321	271,076	38,274	15,982,378	2,253,399
Annual Growth 2023 - 2028	-0.01%	2.54%	1.79%	0.06%	0.63%	0.28%
Annual Growth 2010 - 2023	-0.79%	1.72%	1.23%	-0.57%	1.35%	0.70%
Annual Growth 2000 - 2010	0.25%	1.78%	0.94%	0.13%	1.64%	1.03%
<b>Households</b>						
2028 Total Households	8,767	65,751	185,900	21,377	9,259,577	1,019,262
2023 Total Households	8,722	57,548	166,804	21,179	8,909,543	989,193
2010 Total Households	9,963	46,726	135,016	23,565	7,420,802	867,352
2000 Total Households	9,637	38,266	115,421	23,351	6,337,929	776,797
Annual Growth 2023 - 2028	0.10%	2.70%	2.19%	0.19%	0.77%	0.60%
Annual Growth 2010 - 2023	-1.02%	1.62%	1.64%	-0.82%	1.42%	1.02%
Annual Growth 2000 - 2010	0.33%	2.02%	1.58%	0.09%	1.59%	1.11%
<b>Income</b>						
2023 Median Household Income	\$81,871	\$81,862	\$59,665	\$65,524	\$65,081	\$60,992
2023 Average Household Income	\$138,189	\$131,991	\$102,551	\$120,090	\$97,191	\$95,752
2023 Per Capita Income	\$79,295	\$71,860	\$49,056	\$70,714	\$38,778	\$34,693
2023 Pop 25+ College Graduates	8,144	51,789	117,751	17,300	5,589,144	680,904
Age 25+ Percent College Graduates - 2023	63.4%	61.5%	44.8%	56.1%	34.3%	34.9%

Source: ESRI

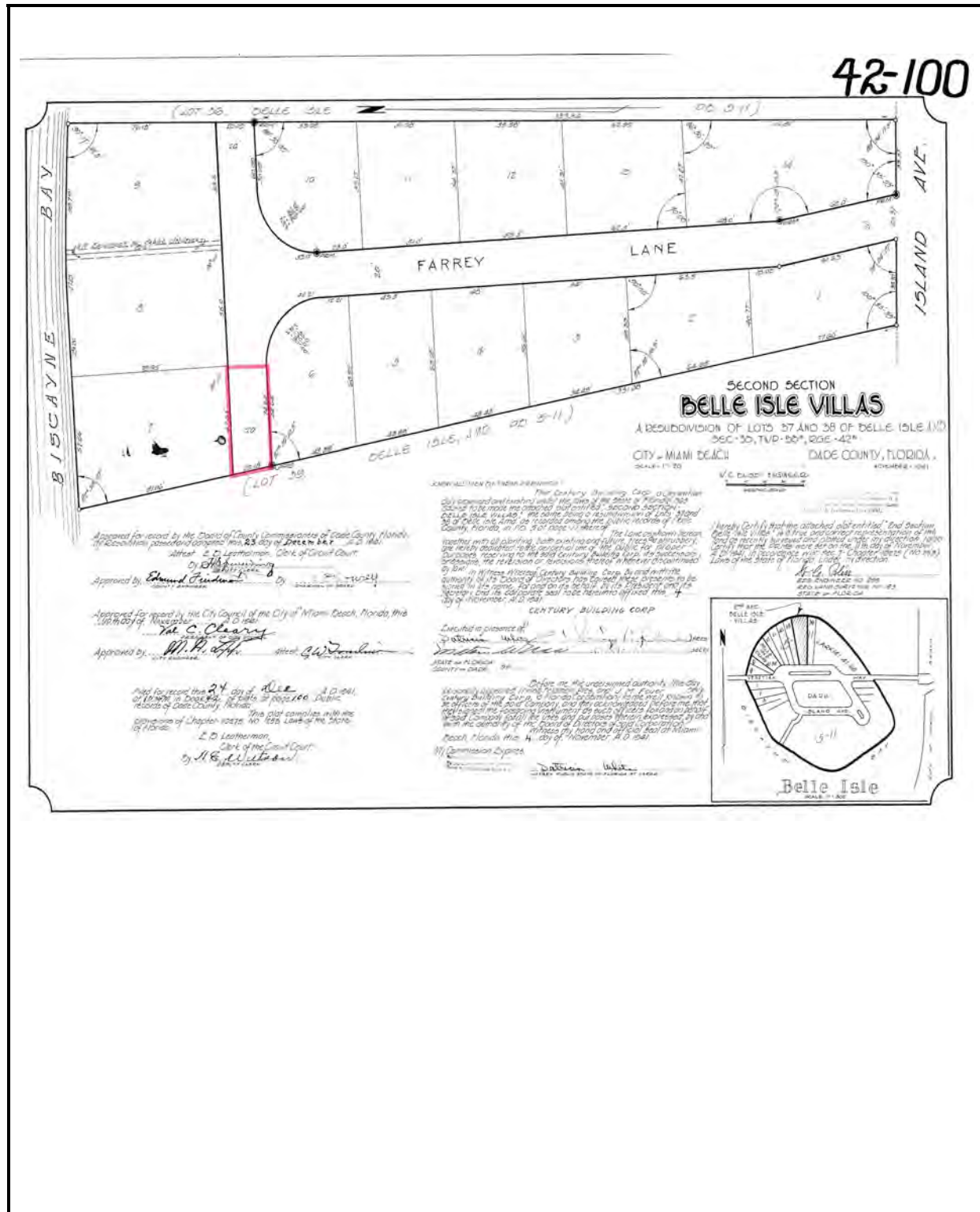
## CONCLUSION

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

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



# BELLE ISLE VILLAS PLAT & FARREY LANE ALLEY LOCATION





## Site Analysis

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

SITE SUMMARY AND ANALYSIS			
<b>Physical Description</b>			
Gross Site Area	0.02 Acres	657 Sq. Ft.	
Net Site Area	0.02 Acres	657 Sq. Ft.	
Cubic Feet Area	10,139 Cubic Feet		
Primary Road Frontage	Farrey Lane/Alley	32 Feet	
Shape	Rectangular		
Topography	Improved to road grade		
Zoning District	RM-1, Residential Multi-Family, Low Intensity		
Flood Map Panel No. & Date	12086C0317L	11-Sep-09	
Flood Zone	Zone AE (EL 8)		
Adjacent Land Uses	Belle Isle Villas, The Standard hotel, Island Apartments and Biscayne Bay		
<b>Comparative Analysis</b>		<b>Rating</b>	
Visibility		Local street & pedestrian visibility	
Functional Utility		Good if apt of an assemblage	
Traffic Volume		Heavy neighborhood & seasonal tourist traffic	
Adequacy of Utilities		Municipal services	
Landscaping		Urban streetscape	
Drainage		Municipal storm drainage	
<b>Utilities</b>		<b>Provider</b>	<b>Availability</b>
Water	City of Miami Beach		Yes
Sewer	City of Miami Beach		Yes
Natural Gas	Contract service		Yes
Electricity	FPL		Yes
Telephone	AT&T land lines		Yes
Mass Transit	Miami-Dade County (MDT) Metrobus and Miami Beach Trolley		
<b>Other</b>		<b>Yes</b>	<b>No</b>
Detrimental Easements			<b>Unknown</b>
Encroachments			X
Deed Restrictions		X	
Reciprocal Parking Rights		X	
Various sources compiled by CBRE			

## INGRESS/EGRESS

Ingress and egress is available to the site via a paved alley connecting to Farrey Lane.

Street improvements include asphalt paving, storm water drainage system, underground potable water & sanitary sewer lines, and above ground electric power poles.

### **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.

### **COVENANTS, CONDITIONS AND RESTRICTIONS**

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

### **ENVIRONMENTAL ISSUES**

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

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

### **CONCLUSION**

The site is wedged between a dry lot and a Biscayne Bay waterfront lot with the potential to connect both lots via a sky bridge over the subject alley, thereby creating a larger, multi-story, developable site with unobstructed Biscayne Bay view corridors.

**PROPOSED IMPROVEMENTS SUMMARY AND ANALYSIS**

Property Type	Land	(Mixed-Use)
Number of Buildings	1	
Number of Stories	4	
Year Built	Proposed	
Net Rentable/Sellable Area	9,125 SF	
Floor Area Ratio (FAR)	0.87	

Source: Various sources compiled by CBRE

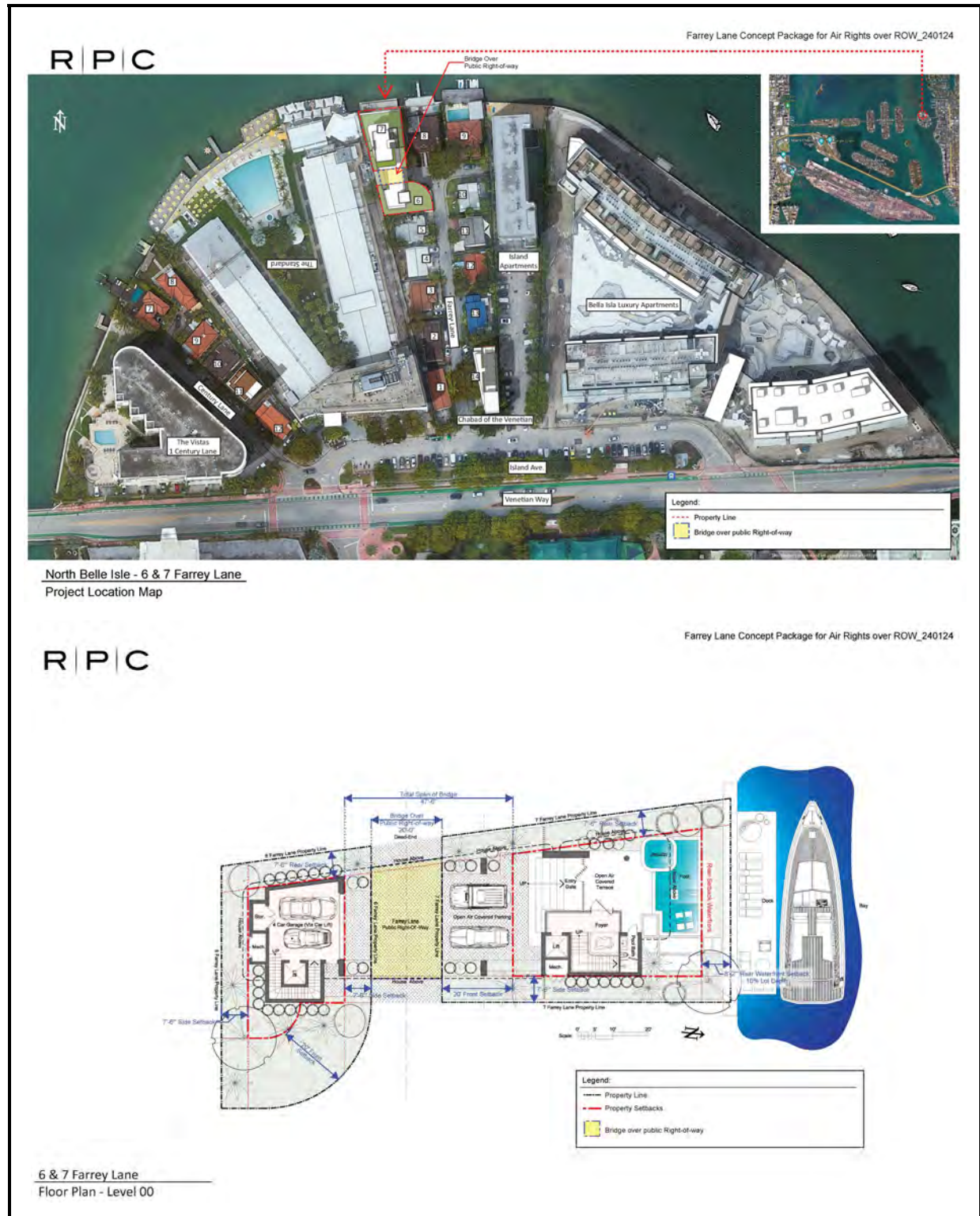
The foregoing improvement summary is based on the marketing materials and the concept site plan, floor plans, elevations and building sections provided by the client and represents the abutting redevelopment program. In addition, the concept package provided, includes the following description of spaces and uses for the subject air rights, excluding the ground level surface area.

R | P | C

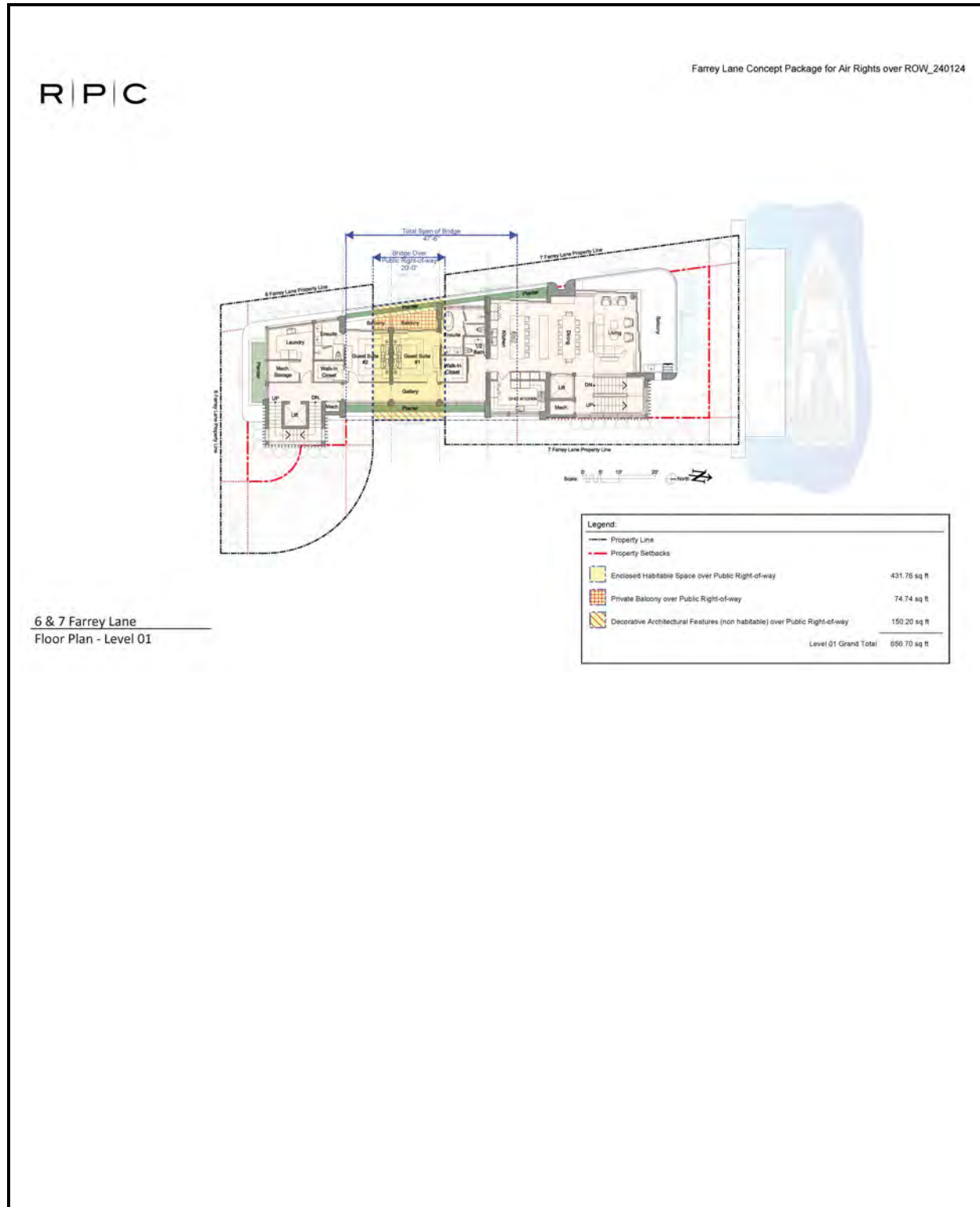
<b>Farrey Lane Air Rights over ROW</b>				
<b>Description of Spaces</b>	<b>Level 01</b>	<b>Level 02</b>	<b>Level 03</b>	<b>Total</b>
Enclosed Habitable Space	431.76	431.76		<b>863.52</b>
Private Balcony	74.74	74.74		<b>149.48</b>
Decorative Architectural Feature	150.20	150.20	103.83	<b>404.23</b>
Roof Deck Open to Sky			191.01	<b>191.01</b>
Pool			233.33	<b>233.33</b>
<b>Grand Total</b>	<b>656.7</b>	<b>656.7</b>	<b>528.17</b>	<b>1841.57</b>



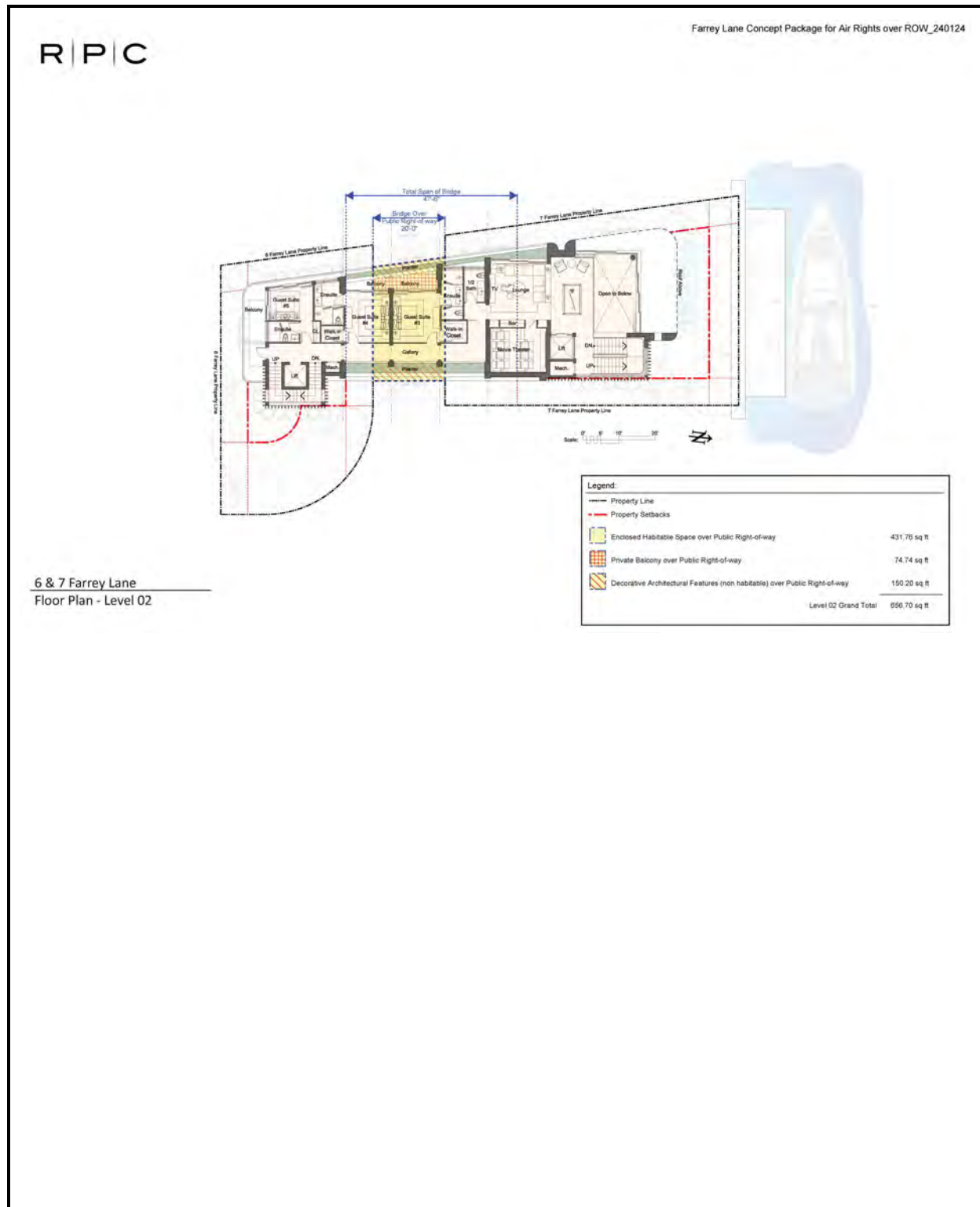
## PROJECT LOCATION MAP & PROPOSED SURFACE SITE PLAN



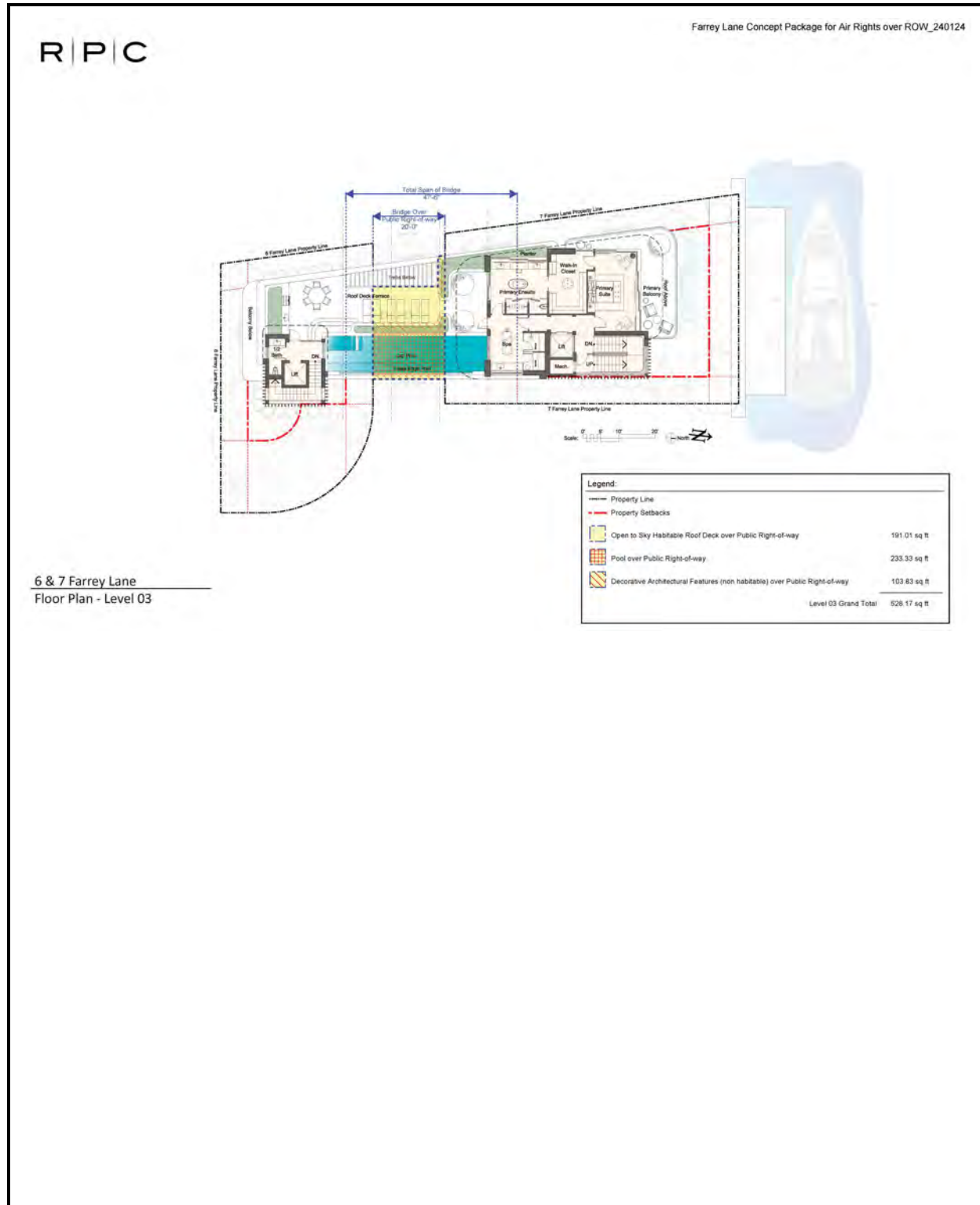
## PROPOSED AIR RIGHTS – LEVEL 1



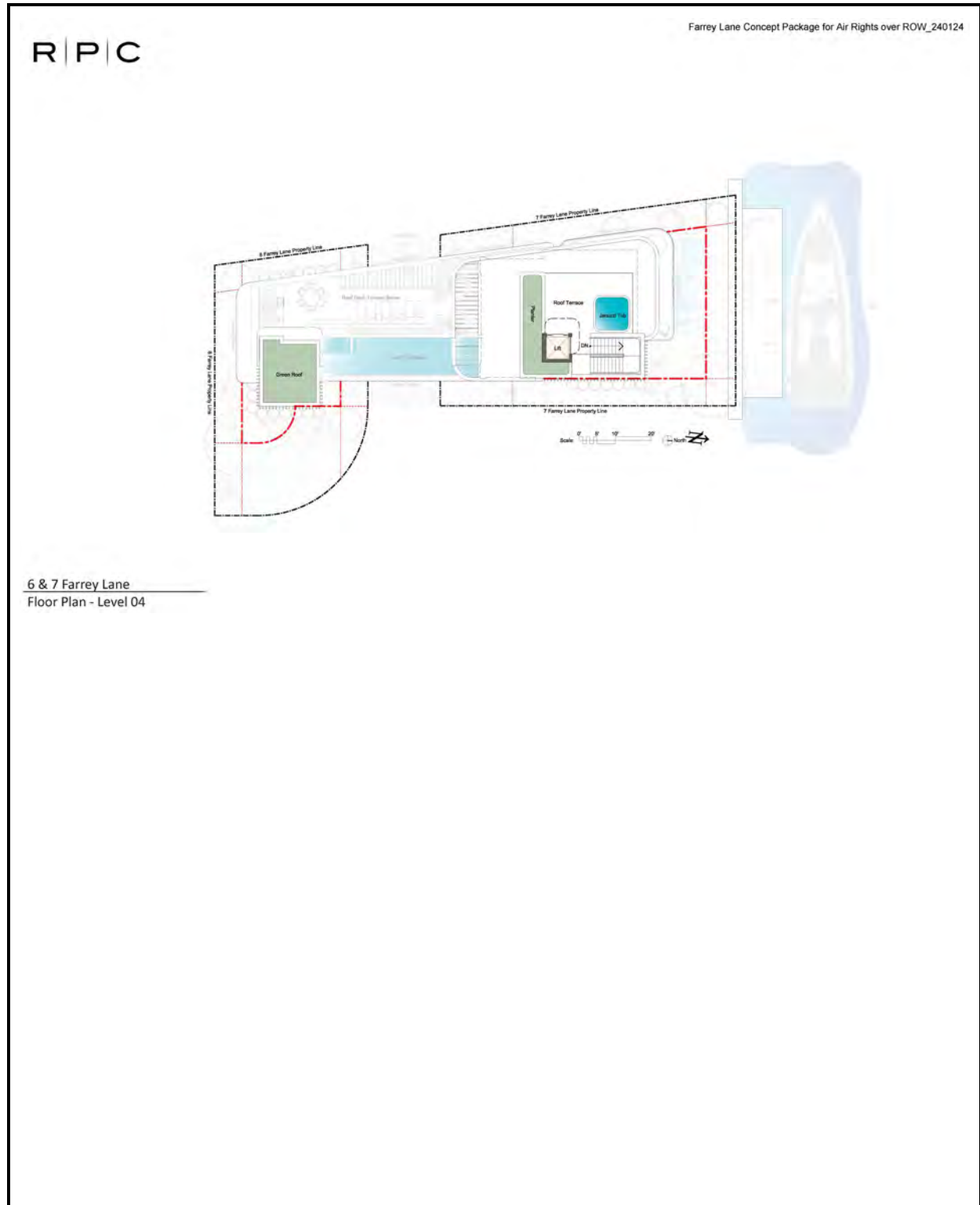
## PROPOSED AIR RIGHTS – LEVEL 2



## PROPOSED AIR RIGHTS – LEVEL 3

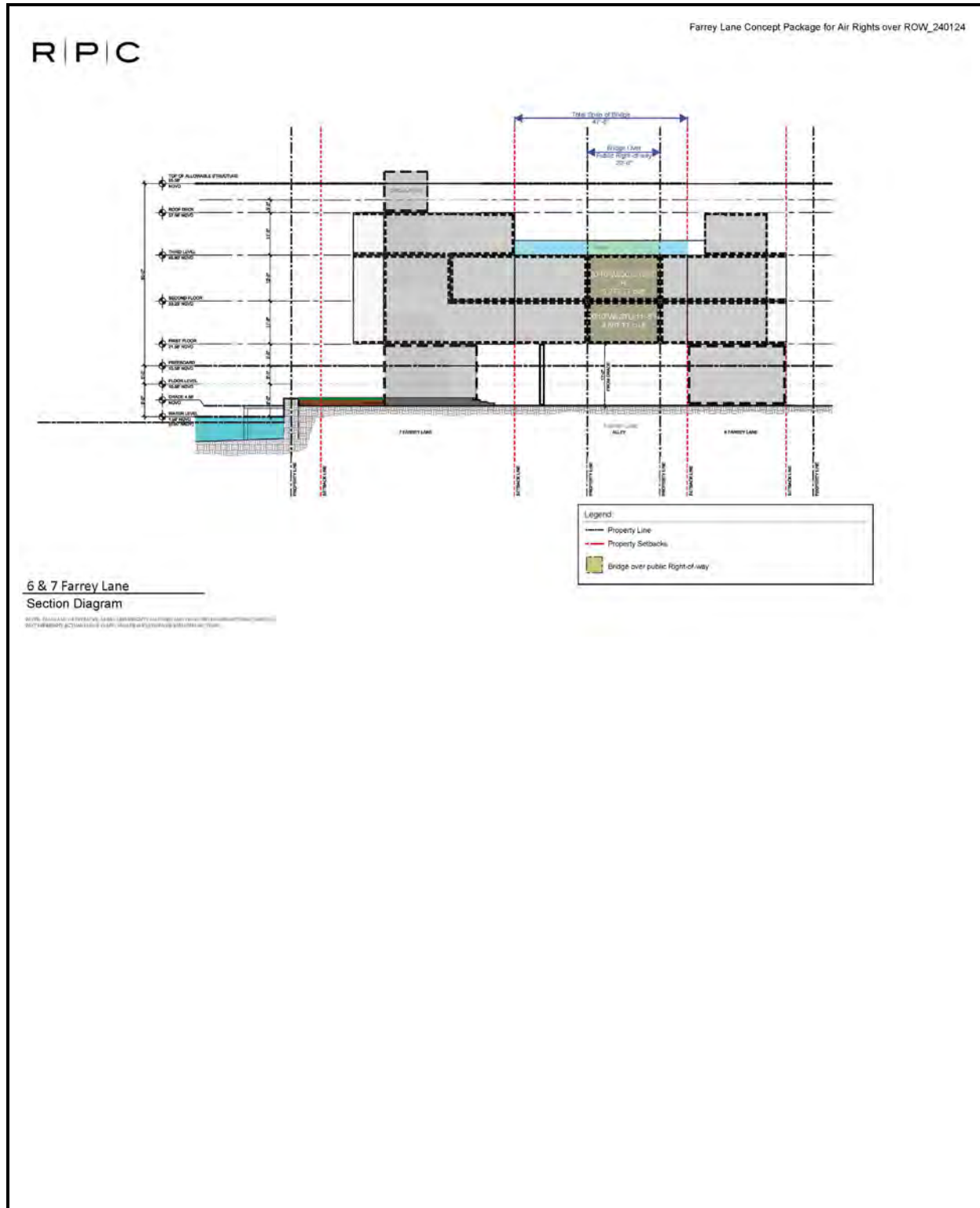


## PROPOSED AIR RIGHTS – LEVEL 4





## PROPOSED AIR RIGHTS – SECTION DIAGRAM



## PROPOSED FUTURE DEVELOPMENT AERIAL



## CONCEPT ELEVATION

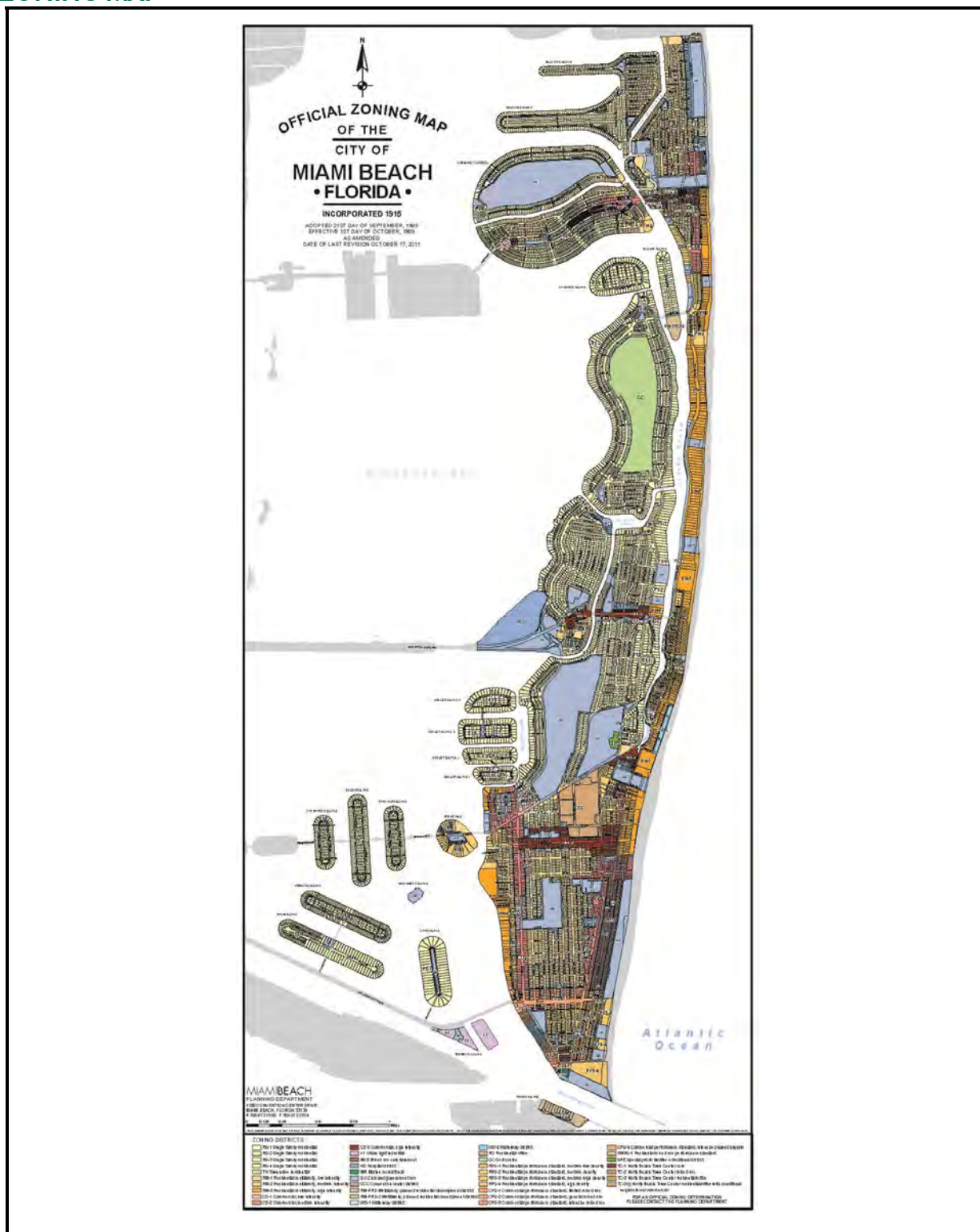




## CONCEPT ELEVATION – FUTURE DEVELOPMENT



## ZONING MAP





## Zoning

The following chart summarizes the subject's zoning requirements.

ZONING SUMMARY	
Current Zoning	RM-1, Residential Multi-Family, Low Intensity
Purpose	The RM-1 residential multifamily, low density district is designed for low intensity, low rise, single-family and multiple-family residences.
Uses Permitted & Prohibited	<p>(a) The main permitted uses in the RM-1 residential multifamily, low density district are single-family detached dwelling; townhomes; apartments; apartment hotels, hotels, and suite hotels for properties fronting Harding Avenue or Collins Avenue, from the city line on the north, to 73rd Street on the south (pursuant to section 142-1105 of this chapter); and bed and breakfast inn (pursuant to article V, division 7 of this chapter).</p> <p>(b) Alcoholic beverage establishments pursuant to the regulations set forth in chapter 6 of the City Code, are prohibited uses, unless otherwise specified. Moreover, all uses not listed as a main permitted or conditional use are also prohibited.</p>
Conditional Uses	<p>(a) The conditional uses in the RM-1 residential multifamily, low density district are day care facility; religious institutions; private and public institutions; schools; commercial or noncommercial parking lots and garages;</p> <p>For properties located in the Collins Waterfront Local Historic District, which are designated as a Local Historic Site, a hall for hire use within the interior of an existing building shall require conditional use approval and shall comply (b) with the following:</p> <p>(1) The conditional use shall only be permitted within an existing structure that is on a property designated as a "Historic Site" and such limitation shall be recorded in the Public Records;</p> <p>(2) Dance halls, entertainment establishments and neighborhood impact establishments may only be permitted as part of a hall for hire;</p> <p>(3) The hall for hire use shall close by 11:00 p.m. Sunday through Thursday, and by 12:00 a.m. Friday and Saturday;</p> <p>(4) Events at the hall for hire shall be for the exclusive use of the property owner (and its subsidiaries) and invited guests. Events at the hall shall not be for the general public, with the exception of adjacent schools and community organizations within the Collins Park and Flamingo Drive areas, which may use the hall until 9:00 p.m.;</p> <p>(5) Restaurants, stand-alone bars and alcoholic beverage establishments, not functioning as a hall-for-hire, shall be prohibited;</p> <p>(6) Outdoor dining, outdoor entertainment and open-air entertainment uses shall be prohibited;</p> <p>(7) Private or valet parking for any event at the hall shall be prohibited from using Flamingo Drive, Flamingo Place or Lake Pancoast Drive to facilitate access to the site.</p> <p>c) For apartment buildings located north of 41st Street with a minimum of 100 apartment units, a restaurant serving alcoholic beverages shall require conditional use approval and shall comply with the following:</p> <p>(1) The restaurant shall only be open to residents of the apartment building and their invited guests. All invited guests shall be required to park on the subject property.</p> <p>(2) The kitchen shall be limited to a maximum size of 500 square feet.</p> <p>(3) The conditional use application for a restaurant with outdoor seating and outdoor dining areas shall specify the proposed maximum number of seats, and locations of seating in the outdoor areas, which shall be subject to planning board review and approval.</p> <p>(4) A hall for hire, dance hall, open-air entertainment establishment, outdoor entertainment establishment or entertainment establishment shall be prohibited.</p> <p>(5) There shall only be one restaurant on the subject property.</p> <p>(6) The hours of operation of the restaurant may be from 8:00 a.m. to midnight (no orders to be taken after 11:00 p.m.), and for any exterior areas only until 11:00 p.m. (no order to be taken after 10:00 p.m.).</p> <p>(7) Without limiting the foregoing, in the outdoors areas of the restaurant there shall not be any entertainment or special events.</p>
Accessory Uses	<p>There shall be no variances from the provisions of section 142-153(b).</p> <p>The accessory uses in the RM-1 residential multifamily, low density district are as required in article IV, division 2 of this chapter.</p>
Category	Zoning Requirement
Minimum Lot Size	5,600 Sq. Ft.
Minimum Lot Width	50 Feet
Maximum Height	<p>Historic district is 40 feet</p> <p>Flamingo Park Local Historic District is 35 feet (except as provided in section 142-1161)</p> <p>Otherwise 50 feet</p> <p>For properties outside a local historic district with a ground level consisting of non-habitable parking and/or amenity uses is 55 feet</p>
Maximum Number of Stories	5 Stories; and 4 stories in Historic District or 3 stories in Flamingo Park Local Historic District
Source: City of Miami Beach Planning & Zoning Dept.	

ZONING SUMMARY - Continued	
Minimum Unit Size	<p>550-SF for new construction</p> <p>400-SF for non-elderly and elderly low &amp; moderate income housing</p> <p>400-SF for workforce housing</p> <p>400-SF for rehabilitated buildings</p> <p>Hotel units: 15% 300-SF to 335-SF &amp; 85% 335-SF+</p> <p>For contributing hotel structures, located within an individual historic site, a local historic district or a national register district, which are renovated in accordance with the Secretary of the Interior Standards and Guidelines for the Rehabilitation of Historic Structures as amended, retaining the existing room configuration and sizes of at least 200 square feet shall be permitted. Additionally, the existing room configurations for the above described hotel structures may be modified to address applicable life-safety and accessibility regulations, provided the 200 square feet minimum unit size is maintained, and provided the maximum occupancy per hotel room does not exceed 4 persons. Hotel units within rooftop additions to contributing structures in a historic district and individually designated historic buildings—200.</p>
Average Unit Size	<p>800-SF for new construction</p> <p>400-SF for non-elderly and elderly low &amp; moderate income housing</p> <p>400-SF for workforce housing</p> <p>550-SF for rehabilitated buildings. The number of units may not exceed the maximum density set forth in the comprehensive plan.</p>
Minimum Yard Elevations	<p>1. The minimum elevation of a required yard shall be no less than five feet NAVD (6.56 feet NGVD), with the exception of driveways, walkways, transition areas, green infrastructure (e.g., vegetated swales, permeable pavement, rain gardens, and rainwater/stormwater capture and infiltration devices), and areas where existing landscaping is to be preserved, which may have a lower elevation. When in conflict with the maximum elevation requirements as outlined in paragraph c., below, the minimum elevation requirements shall still apply.</p> <p>2. The minimum yard elevation requirements shall not apply to properties containing individually designated historic structures, or to properties designated as "contributing" within a local historic district, or a National Register Historic District.</p>
Maximum Yard Elevations	<p>1. Front yard, side yard facing a street, and interior side yard. The maximum elevation within a required front yard, side yard facing a street, and interior side yard shall not exceed 30 inches above grade, or future adjusted grade, whichever is greater. In this instance, the maximum height of any fence(s) or wall(s) in the required yard, constructed in compliance with section 142-1132(h). "Allowable encroachments within required yards" shall be measured from existing grade.</p> <p>2. The maximum elevation for a required rear yard, (not including portions located within a required side yard or side yard facing the street), shall be calculated according to the following:</p> <p>(A) The maximum elevation shall not exceed the base flood elevation, plus freeboard.</p> <p>(B) The maximum elevation shall not exceed 30 inches above grade, or future adjusted grade, whichever is greater.</p>
Stormwater Retention	<p>In all instances where the existing elevation of a site is modified, a site shall be designed with adequate infrastructure to retain all stormwater on site in accordance with all applicable state and local regulations.</p>
Retaining Wall & Yard Slope	<p>1. Retaining walls shall be finished with stucco, stone, or other high quality materials, in accordance with the applicable design review or appropriateness criteria.</p> <p>2. Within the required front yard and side yard facing a street, the following shall apply:</p> <p>(A) The first four feet of the property line, the maximum height of retaining walls shall not exceed 30 inches above existing sidewalk elevation, or existing adjacent grade if no sidewalk is present.</p> <p>(B) When setback a minimum of four feet from property line, the maximum height of a retaining wall shall not exceed 30 inches above adjacent grade.</p> <p>(C) The maximum slope of the required front and side yard facing a street shall not exceed 11 percent (5:1 horizontal; vertical).</p>
Minimum Setbacks;	
Front Yard	20 Feet
Street Side Yard	Single lots less than 65 feet in width: 5 feet, otherwise 10 feet, or 8% of lot width, whichever is greater
Interior Side Yard	Single lots less than 65 feet in width: 5 feet, otherwise 10 feet, or 8% of lot width, whichever is greater
Rear Yard	5 feet abutting an alley, otherwise 10% of the lot depth
Maximum FAR/Density	<p>Maximum FAR is 1.25. West side of Collins Avenue between 76th and 79th Streets is 1.4.</p> <p>Public and private institutions: Lot area equal to or less than 15,000 square feet—1.25; lot area greater than 15,000 square feet—1.4.</p>
Lot Coverage	<p>The maximum lot coverage for a lot or lots greater than 65 feet in width shall not exceed 45 percent. In addition to the building areas included in lot coverage, as defined in section 114-1, impervious parking areas and impervious driveways shall also be included in the lot coverage calculations. The design review board or historic preservation board, as applicable, may waive the lot coverage requirements in accordance with the design review or certificate of appropriateness criteria, as applicable.</p>
Parking Requirements;	
Apartments	<p>1.5 spaces per unit for units between 550 and 999 square feet;</p> <p>1.75 spaces per unit for units between 1,000 and 1,200 square feet;</p> <p>2 spaces per unit for units above 1,200 square feet.</p> <p>Developments of 20 units or less shall have no designated guest parking requirements.</p> <p>Multi-family buildings and suites-hotels with more than 20 units shall be required to provide supplemental designated guest parking equal to 10% of the required residential parking spaces.</p>
Source: City of Miami Beach Planning & Zoning Department	

## ANALYSIS AND CONCLUSION

The existing public alley and proposed air rights are for a skybridge intended to connect 6 Farrey Lane to 7 Farrey Lane and provide enclosed habitable space, private balcony, decorative architectural features, a pool and roof terrace over the public right-of-way 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

AD VALOREM TAX INFORMATION					
Parcel	Assessor's Parcel No.	Parcel Description	2022	2023	Proposed Air Rights
1	02-3233-003-0060	Single Family	\$1,383,553	\$1,379,067	\$595,000
2	02-3233-003-0070	Vacant Waterfront Lot	2,761,473	2,761,473	
Subtotal			\$4,145,026	\$4,140,540	\$595,000
% of Assessed Value			100%	100%	85%
Final Assessed Value			4,145,026	4,140,540	\$505,750
General Tax Rate (per \$100 A.V.)			1.878930	1.889670	1.889670
<b>Total Taxes</b>			<b>\$77,882</b>	<b>\$78,243</b>	<b>\$9,557</b>
4% Tax Reduction for Early Pay Discount			(\$3,115)	(\$3,130)	(\$382)
<b>Total Adjusted Taxes</b>			<b>\$74,767</b>	<b>\$75,113</b>	<b>\$9,175</b>
Taxes per SF			\$10.22	\$10.27	\$13.97

Source: Assessor's Office

The subject property is currently owned by a municipal government and is exempt from taxation. However, if the subject property were to be sold to the abutting property owner, the Miami-Dade County Assessor's office could assign a tax folio number for assessment purposes. The local Assessor's methodology for valuation is sales comparison approach to value. The next re-assessment of the subject was scheduled for January 1, 2024.

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.

### CONCLUSION

Based on the foregoing, the total taxes for the subject have been estimated as \$9,175 for the base year of our analysis, including the 4% early pay discount, based upon an assessed value of \$505,750. This a realistic scenario based on the "just value" statute, less cost of sale.

For purposes of this analysis, CBRE, Inc. assumes that all taxes are current.

## Highest and Best Use

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

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

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

### AS VACANT

#### Legal Permissibility

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

#### Physical Possibility

The subject site is a public right-of-way that is adequately served by on-site improvements and off-site infrastructure. However, the small size and location renders the site undevelopable as a standalone 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.

Existing and proposed structures on abutting properties represent single family residential, multi-family apartment and hotel uses that provide evidence for the physical possibility of development if assembled into a larger, developable site.

Alternate physically possible uses include utility easements, public space, storm water drainage or retention or surface parking.

#### Financial Feasibility

The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. With respect to the legal uses for the subject site, the local submarket is in a growth & redevelopment cycle.

Development of new high value residential, multi-family and hotel uses has occurred in the recent past and continues to this day. Further, within the subject market, there are several under construction and proposed high-value residential, multi-family residential and hotel projects.

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



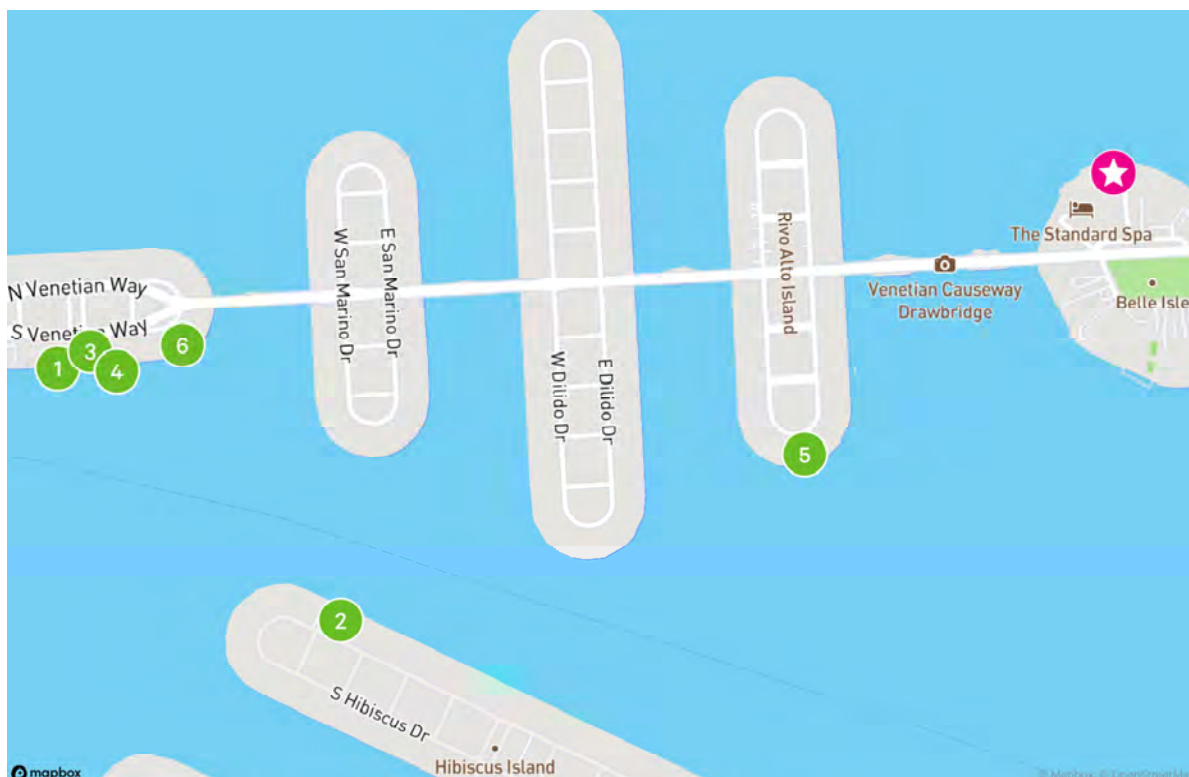
### Maximum Productivity - Conclusion

The final test of highest and best use of the site as if vacant is that the use be maximally productive, yielding the highest return to the land. Based on the information presented above and upon information contained in the neighborhood analysis, we conclude that the highest and best use of the subject parcel would be the proposed acquisition & assemblage with the abutting property owner for redevelopment of a high-value residential project with a skybridge connection over the subject alley.

More specifically, the subject property could be developed in concert with an abutting use to a height of 4-to-5 stories and a density of 1.25 FAR.

## Land Value

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**

No.	Property Location	Transaction Type	Date	Proposed Use	Actual Sale Price	Adjusted Sale Price <sup>1</sup>	Size (Acres)	Size (SF)	Price PSF of Site
1	1320 S. Venetian Way 1320 S. Venetian Way Miami, FL 33139	Sale	Apr-22	Single family residence	\$12,000,000	\$12,000,000	0.28	12,250	\$979.59
2	375 N. Hibiscus Drive 375 N. Hibiscus Drive Miami Beach, FL 33139	Sale	Jul-22	Single family residence	\$14,000,000	\$14,000,000	0.36	15,750	\$888.89
3	1330 S. Venetian Way 1330 S. Venetian Way Miami, FL 33139	Sale	Mar-23	Single family residential	\$9,500,000	\$9,500,000	0.28	12,250	\$775.51
4	1350 S. Venetian Way 1350 S. Venetian Way Miami, FL 33139	Sale	Apr-23	Single family residence	\$9,300,000	\$9,300,000	0.28	12,250	\$759.18
5	415 E. Rivo Alto Drive 415 E. Rivo Alto Drive Miami Beach, FL 33139	Sale	Jul-23	Single family residence	\$10,447,000	\$10,447,000	0.24	10,500	\$994.95
6	1384 S. Venetian Way 1384 S. Venetian Way Miami, FL 33139	Sale	Nov-23	Single family residential	\$11,500,000	\$11,500,000	0.31	13,382	\$859.36
Subj.	6 & 7 Farrey Lane Miami Beach, FL 33139	---	---	Single or multi-family residential uses	---	---	0.02	657	---

<sup>1</sup> 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 South Beach submarket. These sales were chosen based upon location along the Venetian Causeway with Biscayne Bay view corridors and zoning for single family and low density multi-family residential land uses.

## DISCUSSION/ANALYSIS OF LAND SALES

### Land Sale One

This comparable land sale is located along at the south side of Venetian Island and fronting Biscayne Bay in the City of Miami, Florida. The property was broker listed at \$12,500,000 since April 2021 and sold for \$12,000,000 in April 2022 in an "all cash" sale transaction. The seller previously acquired the property in March 2021 for \$7,850,000 and the current buyer re-listed the property at \$12,500,000 in December 2023 but cancelled the listing after one-month. The T3 R zoning "as of right" permits single family and a maximum density of 9 residential units per acre, a maximum building height of 2-stories, and 50% maximum lot coverage on the 1st floor and 30% maximum lot coverage on the 2nd floor.

We adjusted Land Sale 1 upwards for upwards inferior zoning/density, i.e. 2-story maximum building versus the subject's 4-to-5 story maximum building height.

### Land Sale Two

This comparable land sale is located along at the north side of Hibiscus Island and fronting Biscayne Bay in the City of Miami Beach, Florida. The property was broker listed at \$14,000,000 and sold within one-day at full list price with an approved and permitted plan set. The seller is an active investor/agent who acquired the property in June 2022 for \$10,670,000 with partners and immediately re-listed and flipped it for a profit. The RS-3 "as of right" zoning permits single family residential with a maximum building height of 28-feet or 2-stories, and 30% maximum lot coverage for a 2-story home, excluding garage.

We adjusted Land Sale 2 upwards for upwards inferior zoning/density, i.e. 2-story maximum building versus the subject's 4-to-5 story maximum building height, and single-family density versus the subject's single & multi-family residential density.

### Land Sale Three

This comparable land sale is located along at the south side of Venetian Island and fronting Biscayne Bay in the City of Miami, Florida. The property was broker listed at \$10,950,000 and sold for \$9,500,000 in an "all cash" sale transaction. The seller also owned and sold-off 1350 S. Venetian Way in April 2023 and had both sites in a combined listing at \$26,000,000 in June 2022 but sold each lot separately. The buyer has re-listed the property at \$12,000,000 as of February 2024. The T3 R zoning "as of right" permits single family and a maximum density of 9 residential units per acre, a maximum building height of 2-stories, and 50% maximum lot coverage on the 1st floor and 30% maximum lot coverage on the 2nd floor.

We adjusted Land Sale 3 upwards for upwards inferior zoning/density, i.e. 2-story maximum building versus the subject's 4-to-5 story maximum building height.

#### Land Sale Four

This comparable land sale is located along at the south side of Venetian Island and fronting Biscayne Bay in the City of Miami, Florida. The property was broker listed at \$12,250,000 and sold for \$9,300,000 with the seller providing a \$7,700,000 purchase money mortgage. The seller also owned and sold-off 1330 S. Venetian Way in March 2023 and had both sites in a combined listing at \$26,000,000 in June 2022 but sold each lot separately. The T3 R zoning "as of right" permits single family and a maximum density of 9 residential units per acre, a maximum building height of 2-stories, and 50% maximum lot coverage on the 1st floor and 30% maximum lot coverage on the 2nd floor.

We adjusted Land Sale 4 upwards for upwards inferior zoning/density, i.e. 2-story maximum building versus the subject's 4-to-5 story maximum building height.

#### Land Sale Five

This comparable land sale is located along at the east side of Rivo Alto Island and fronting Biscayne Bay in the City of Miami Beach, Florida. The property was broker listed at \$10,800,000 and sold for \$10,447,000 including approved and permitted plan set. The seller is an active investor/agent who acquired the property in December 2021 for \$6,959,000 and re-listed at \$13,500,000 followed by a price reduction to \$10,800,000 in 2023. The seller facilitated this sale transaction with a \$5,500,000 purchase money mortgage. The RS-3 "as of right" zoning permits single family residential with a maximum building height of 28-feet or 2-stories, and 30% maximum lot coverage for a 2-story home, excluding garage.

We adjusted Land Sale 5 upwards for upwards inferior zoning/density, i.e. 2-story maximum building versus the subject's 4-to-5 story maximum building height, and single-family density versus the subject's single & multi-family residential density.

#### Land Sale Six

This comparable land sale is located along at the southeast end of Venetian Island and fronting Biscayne Bay in the City of Miami, Florida. The site shape is an outward pie with a southeasterly view of Biscayne Bay. The property was broker listed on & off at \$13,500,000 since September 2021 with a reduced list price of \$12,900,000 in June 2023. The property sold for \$11,500,000 in November 2023 and the sale transaction was facilitated with an \$8,000,000 purchase money mortgage in favor of the seller. The T3 R zoning "as of right" permits single family and a maximum density of 9 residential units per acre, a maximum building height of 2-stories, and 50% maximum lot coverage on the 1st floor and 30% maximum lot coverage on the 2nd floor.

We adjusted Land Sale 6 upwards for upwards inferior zoning/density, i.e. 2-story maximum building versus the subject's 4-to-5 story maximum building height.

## SUMMARY OF ADJUSTMENTS

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

LAND SALES ADJUSTMENT GRID							Subject
Comparable Number	1	2	3	4	5	6	
Transaction Type	Sale	Sale	Sale	Sale	Sale	Sale	---
Transaction Date	Apr-22	Jul-22	Mar-23	Apr-23	Jul-23	Nov-23	---
Proposed Use	Single family residence	Single family residence	Single family residential	Single family residence	Single family residence	Single family residential	Single or multi-family residential uses
Actual Sale Price	\$12,000,000	\$14,000,000	\$9,500,000	\$9,300,000	\$10,447,000	\$11,500,000	---
Adjusted Sale Price <sup>1</sup>	\$12,000,000	\$14,000,000	\$9,500,000	\$9,300,000	\$10,447,000	\$11,500,000	---
Size (Acres)	0.28	0.36	0.28	0.28	0.24	0.31	0.02
Size (SF)	12,250	15,750	12,250	12,250	10,500	13,382	657
Price Per SF	\$979.59	\$888.89	\$775.51	\$759.18	\$994.95	\$859.36	---
Price (\$ PSF)	\$979.59	\$888.89	\$775.51	\$759.18	\$994.95	\$859.36	
Property Rights Conveyed	0%	0%	0%	0%	0%	0%	
Financing Terms <sup>1</sup>	0%	0%	0%	-5%	-5%	-5%	
Conditions of Sale	0%	0%	25%	25%	0%	0%	
Market Conditions (Time)	0%	0%	0%	0%	0%	0%	
Subtotal	\$979.59	\$888.89	\$969.39	\$901.53	\$945.20	\$816.39	
Size	0%	0%	0%	0%	0%	0%	
Shape	0%	0%	0%	0%	0%	5%	
Corner	0%	0%	0%	0%	0%	0%	
Frontage/View Corridor	0%	0%	0%	0%	0%	5%	
Topography	0%	0%	0%	0%	0%	0%	
Location	0%	0%	0%	0%	0%	0%	
Zoning/Density & Building Height	40%	50%	40%	40%	50%	40%	
Utilities	0%	0%	0%	0%	0%	0%	
Highest & Best Use	0%	0%	0%	0%	0%	0%	
Total Other Adjustments	40%	50%	40%	40%	50%	50%	
<b>Value Indication PSF of Site</b>	<b>\$1,371.43</b>	<b>\$1,333.34</b>	<b>\$1,357.14</b>	<b>\$1,262.14</b>	<b>\$1,417.80</b>	<b>\$1,224.59</b>	
<i>Absolute Adjustment</i>	40%	50%	65%	70%	55%	55%	

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

Compiled by CBRE

## CONCLUSION

The comparables land sales produced an overall unadjusted value indicator range from \$759.18 to \$994.95 per square foot of site area. After adjustments were considered and/or applied for property rights conveyed, conditions of sale, i. e. assemblage or distress, market conditions (time), size, corner or frontage/view corridors, topography/site conditions, location, and zoning/density, including maximum building height, when compared to the subject property, the range of value indicators was adjusted to \$1,224.59 to \$1,417.80 per square foot of site area.

Based on the preceding analysis, Comparable Sales 1, 3, 4 & 6 were the most representative of the subject site, and warranted greatest consideration because of recent transaction dates, location, and zoning/density/building height.



In conclusion, a price per square foot of site area within the overall adjusted range is most appropriate for valuing the subject property is calculated as follows:

CONCLUDED LAND VALUE				
\$ PSF of Site		Site SF		Total
\$1,200.00	x	657	=	\$788,040
\$1,400.00	x	657	=	\$919,380
<b>Indicated Land Value:</b>				<b>\$850,000</b>
(Rounded \$ PSF of Site)				\$1,294.35
Compiled by CBRE				

## Value Divided Between Surface, Sub-Surface & Air Rights

In this section, we have estimated the value of subject air rights divided between surface rights up to 17.12 feet NGVD, the air rights between 17.12 feet to 65.56 feet NGVD, and the sub-surface rights.

To derive an allocation for subdivision of property rights between surface, sub-surface, and air rights, we have considered the “as of right” zoning and the measured NGVD height, and the calculated cubic feet for each level provided in the Farrey Lane Concept Package.

Using the measured NGVD height and the calculated cubic feet for each level, we have derived the surface and air rights allocated percentages, as follows:

<b>SUBDIVIDED AIR RIGHT ALLOCATIONS</b>						
	SF	% of SF	NGVD Height	% of NGVD Height	Cubic Feet	% of Cubic Feet
Grade Level	656.70	26.29%	17.12	26.11%	11,242.70	30.97%
Level 2	656.70	26.29%	16.11	24.57%	10,579.44	29.14%
Level 3	656.70	26.29%	12.67	19.33%	8,320.39	22.92%
Level 4	528.17	21.14%	11.66	17.79%	6,158.46	16.96%
Level 5 - Top of Structure	---	---	8.00	12.20%	---	---
<b>TOTALS</b>	<b>2,498.27</b>	<b>100.00%</b>	<b>65.56</b>	<b>100.00%</b>	<b>36,300.99</b>	<b>100.00%</b>
<b>AIR RIGHTS ALLOCATIONS</b>		<b>73.71%</b>		<b>73.89%</b>		<b>69.03%</b>
Source: 6 & 7 Farrey Lane Concept Package						

Based on the foregoing calculation & presentation, we have concluded a property rights value allocation of 20%, rounded, for the surface rights up to 17.12-feet NGVD; 70%, rounded, for the air rights between 17.12 feet to 65.56-feet NGVD, i.e. for development levels 2 through 4 plus roof top terrace; and a nominal 10% for sub-surface rights necessary for underground utilities and infrastructure in support of the developable air rights.

We have also considered comparable sales of air rights and public rights-of-way in support of the allocated percentages of value versus the acquisition of the fee simple estate, which represents 100% of the bundle of rights & interest in the sub-surface, surface & air rights.

The following table represents the comparable sales and sale price as a percentage of fee simple land value, presented as follows:

COMPARABLE SALES OF SUBDIVIDED PROPERTY RIGHTS & PERCENTAGE ALLOCATIONS												
No.	Property Location	Transaction Type	Date	Interest Transferred	Zoning	Sale Price	Fee Simple Land Value	Size SF	Type	Elevation	Price PSF	Sale Price As a % of Land Value
1	1001 Collins Avenue & 1020 Ocean Drive, Miami Beach, FL 33139	Sale	Oct-19	Air Rights	MXE, Mixed-Use Entertainment	\$135,000	\$300,000	120	Aerial Easement for Pedestrian Bridge	36-Feet Above Grade Surface	\$1,125.00	45.0%
2	South Miami Avenue and 75' South of SE 7th Street, Miami, FL 33131	Sale	Jun-12	Air Rights	T6-48b O, Urban Core, Open	\$802,262	\$5,345,100	17,817	Sub-Surface Easement for Subterranean Parking Garage	Sub-Surface	\$45.03	15.0%
3	SE 7th Street and 75' East of South Miami Avenue, Miami, FL 33131	Sale	Aug-12	Air Rights	T6-48b O, Urban Core, Open	\$255,000	\$1,275,000	4,250	Aerial Easement for Pedestrian Bridge	Above Grade Surface	\$60.00	20.0%
4	NE Corner of 5th Street & Alton Road, Miami Beach, FL 33139	Sale	Oct-09	Air Rights	CPS-2, Commercial Performance Standard	\$92,600	\$347,100	1,157	Aerial Easement for Canopy & Balcony Protruding into Rights-of-Way	Above Grade Surface	\$80.03	26.7%
5	1698 Alton Road, Miami Beach, FL 33139	Sale	Oct-17	Fee Simple	Right-of-Way	\$665,000	\$665,000	2,000	Alley for Parking Garage Skybridge with Perpetual Easement to the City	14-Feet Above Grade Surface	\$332.50	100.0%
6	1220 Ocean Drive, Miami Beach, FL 33139	Sale	Mar-15	Air Rights	Right-of-Way	\$250,000	\$327,006	182	Aerial Easement for Skybridge	Above Grade Surface	\$1,376.12	76.5%
7	1440 Ocean Drive, Miami Beach, FL 33139	Sale	Nov-16	Air Rights	Right-of-Way	\$245,000	\$832,500	555	Aerial Easement for Skybridge	Above Grade Surface	\$441.44	29.4%
Subj.	6 & 7 Farrey Lane Miami Beach, FL 33139	---	---	Air Rights	RM-1, Residential Multi-Family, Low Intensity	---	---	657	Aerial Sky Bridge & Development Levels	17.12' to 65.56' Above NADV	---	---

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

The comparables sales produced a range from 15.0% to 100% and are premised on sub-surface easements to 100% fee simple transactions. The subject air rights intended for sell-off include multiple levels including the sky bridge for connecting 6 & 7 Farrey Lane, and indoor habitable areas and outdoor terrace areas. As such, the higher percentage of sale price to land value represented by Comparables 5 & 6 is most indicative for comparison to the subject's air rights including the skybridge and multiple levels depicted in the concept development.

Based on the proposed building height and cubic feet calculations and the foregoing comparable sale percentage allocations, we have estimated the percentage allocation for air rights to be 70% for the subject property.

Once the percentage allocation is estimated, we are now able to calculate the allocation of the value for the subject **air rights** divided between surface, sub-surface & subdivided air rights, as follows:

PROPOSED AIR RIGHTS			
Fee Simple Value As Is	100.00%	=	\$850,000
<u>Proposed Air Rights:</u>			
Surface Rights to 17.12 Feet @	20.00%	=	\$170,000
<b>Air Rights Between 17.12 to 65.56 Feet @</b>	<b>70.00%</b>	<b>=</b>	<b>\$595,000</b>
Air Rights Above 65.56 Feet @	0.00%	=	\$0
Sub-Surface Rights @	10.00%	=	\$85,000
Compiled by CBRE			

## Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
  - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
  - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
  - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
  - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
  - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
  - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
  - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or 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, nor 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 and any conclusions stated therein. 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 on 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 and any conclusions stated therein. 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. This Report has been prepared in good faith, based on CBRE's current anecdotal and evidence-based views of the commercial real estate market. Although CBRE believes its views reflect market conditions on the date of this Report, they are subject to significant uncertainties and contingencies, many of which are beyond CBRE's control. In addition, many of CBRE's views are opinion and/or projections based on CBRE's subjective analyses of current market circumstances. 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. Further, other firms may have different opinions, projections and analyses, and actual market conditions in the future may cause CBRE's current views to later change or be incorrect. CBRE has no obligation to update its views herein if its opinions, projections, analyses or market circumstances later change.
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 including, but not limited to, environmental, social, and governance principles ("ESG"), beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.



10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.
13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

**ADDENDA**

Addendum A

# LAND SALE DATA SHEETS

# Sale

# Land - Single Unit Residential

No. 1

Property Name 1320 S. Venetian Way  
Address 1320 S. Venetian Way  
Miami, FL 33139  
United States

Government Tax Agency Miami-Dade  
Govt./Tax ID 01-3232-001-0330

## Site/Government Regulations

	Acres	Square feet
Land Area Net	0.281	12,250
Land Area Gross	N/A	N/A

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	70 ft S. Venetian Way
Frontage Distance/Street	70 ft Biscayne Bay

General Plan Single family residential  
Specific Plan Single family residential  
Zoning T3 R, Sub-Urban Restricted  
Entitlement Status N/A

## Sale Summary

Recorded Buyer	William A. Kennedy, III	Marketing Time	11 Month(s)
True Buyer	N/A	Buyer Type	Private Investor
Recorded Seller	1320 S Venetian Way, LLC	Seller Type	Private Investor
True Seller	David L. Koche	Primary Verification	Arlene Dunand, Listing Agent

Interest Transferred Fee Simple/Freehold  
Current Use Vacant lot  
Proposed Use Single family residence  
Listing Broker Coldwell Banker Realty #305-986-0663  
Selling Broker N/A  
Doc # 33148/896

Type	Sale
Date	4/18/2022
Sale Price	\$12,000,000
Financing	All Cash
Cash Equivalent	\$12,000,000
Capital Adjustment	\$0
Adjusted Price	\$12,000,000




## Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
04/2022	Sale	William A. Kennedy, III	1320 S Venetian Way, LLC	\$12,000,000	\$42,674,253 / \$979.59

Units of Comparison		
\$979.59 / sf		N/A / Unit
\$42,674,253.20 / ac		N/A / Allowable Bldg. Units
		N/A / Building Area

Financial
No information recorded

Map & Comments

A Google Map snippet showing a coastal area with a red pin marking a specific location. The map includes the Google logo and a copyright notice for 2024.

This comparable land sale is located along at the south side of Venetian Island and fronting Biscayne Bay in the City of Miami, Florida. The property was broker listed at \$12,500,000 since April 2021 and sold for \$12,000,000 in April 2022 in an "all cash" sale transaction. The seller previously acquired the property in March 2021 for \$7,850,000 and the current buyer re-listed the property at \$12,500,000 in December 2023 but cancelled the listing after one-month. The T3 R zoning "as of right" permits single family and a maximum density of 9 residential units per acre, a maximum building height of 2-stories, and 50% maximum lot coverage on the 1st floor and 30% maximum lot coverage on the 2nd floor.



**Sale****Land - Single Unit Residential****No. 2**

Property Name 375 N. Hibiscus Drive  
 Address 375 N. Hibiscus Drive  
 Miami Beach, FL 33139  
 United States

Government Tax Agency Miami Dade  
 Govt./Tax ID 02-3232-006-0350

**Site/Government Regulations**

	Acres	Square feet
Land Area Net	0.362	15,750
Land Area Gross	N/A	N/A

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	90 ft N. Hibiscus Drive
Frontage Distance/Street	90 ft Biscayne Bay

General Plan Single family residential  
 Specific Plan Single family residence  
 Zoning RS-3, Single Family Residential  
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer	NB Hibiscus Inc.	Marketing Time	0 Month(s)
True Buyer	N/A	Buyer Type	Private Investor
Recorded Seller	Calico Sunshine 163, LLC, Coral Coastal, LLC and 375 N Hibiscus LLC	Seller Type	Private Investor
True Seller	Lauren Groll, Nelson Gonzalez and Carlos Garcia	Primary Verification	Nelson Gonzalez, Listing Agent
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Vacant lot	Date	7/8/2022
Proposed Use	Single family residence	Sale Price	\$14,000,000
Listing Broker	BHHS EWM Realty #305-674-4040	Financing	Cash to Seller
Selling Broker	N/A	Cash Equivalent	\$14,000,000
Doc #	33281/4762	Capital Adjustment	\$0
		Adjusted Price	\$14,000,000

**Transaction Summary plus Five-Year CBRE View History**

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
07/2022	Sale	NB Hibiscus Inc.	Calico Sunshine 163, LLC, Coral Coastal, LLC and 375 N Hibiscus LLC	\$14,000,000	\$38,716,814 / \$888.89


Units of Comparison

\$888.89 / sf	N/A / Unit
\$38,716,814.16 / ac	N/A / Allowable Bldg. Units
	N/A / Building Area

Financial

No information recorded

Map & Comments

A Google Map snippet showing a coastal area with a red pin marking a location. The map includes the Google logo and 'Map data ©2024 Google' text.

This comparable land sale is located along at the north side of Hibiscus Island and fronting Biscayne Bay in the City of Miami Beach, Florida. The property was broker listed at \$14,000,000 and sold within one-day at full list price with an approved and permitted plan set. The seller is an active investor/agent who acquired the property in June 2022 for \$10,670,000 with partners and immediately re-listed and flipped it for a profit. The RS-3 "as of right" zoning permits single family residential with a maximum building height of 28-feet or 2-stories, and 30% maximum lot coverage for a 2-story home, excluding garage.

# Sale

# Land - Single Unit Residential

No. 3

Property Name 1330 S. Venetian Way  
Address 1330 S. Venetian Way  
Miami, FL 33139  
United States

Government Tax Agency Miami-Dade  
Govt./Tax ID 01-3232-001-0320

## Site/Government Regulations

	Acres	Square feet
Land Area Net	0.281	12,250
Land Area Gross	N/A	N/A

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	70 ft S. Venetian Way
Frontage Distance/Street	70 ft Biscayne Bay

General Plan Single family residential  
Specific Plan Single family residence  
Zoning T3 R, Sub-Urban Restricted  
Entitlement Status N/A



## Sale Summary

Recorded Buyer	James A. Liburdi, as Trustee of the Pompea Mountain Trust	Marketing Time	1 Month(s)
True Buyer	N/A	Buyer Type	Private Investor
Recorded Seller	Sandra Silverman, Moses Silverman and Steven Silverman. as Co-Trustees	Seller Type	Private Investor
True Seller	N/A	Primary Verification	Dina Goldentaver, Listing Agent
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Vacant lot	Date	3/17/2023
Proposed Use	Single family residential	Sale Price	\$9,500,000
Listing Broker	Douglas Elliman #786-277-7539	Financing	All Cash
Selling Broker	N/A	Cash Equivalent	\$9,500,000
Doc #	33636/1339	Capital Adjustment	\$0
		Adjusted Price	\$9,500,000

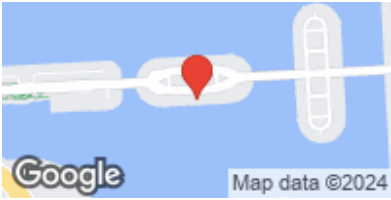
## Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
03/2023	Sale	James A. Liburdi, as Trustee of the Pompea Mountain Trust	Sandra Silverman, Moses Silverman and Steven Silverman. as Co-Trustees	\$9,500,000	\$33,783,784 / \$775.51

Units of Comparison		
\$775.51 / sf		N/A / Unit
\$33,783,783.78 / ac		N/A / Allowable Bldg. Units
		N/A / Building Area

Financial
No information recorded

Map & Comments



This comparable land sale is located along at the south side of Venetian Island and fronting Biscayne Bay in the City of Miami, Florida. The property was broker listed at \$10,950,000 and sold for \$9,500,000 in an "all cash" sale transaction. The seller also owned and sold-off 1350 S. Venetian Way in April 2023 and had both sites in a combined listing at \$26,000,000 in June 2022 but sold each lot separately. The buyer has re-listed the property at \$12,000,000 as of February 2024. The T3 R zoning "as of right" permits single family and a maximum density of 9 residential units per acre, a maximum building height of 2-stories, and 50% maximum lot coverage on the 1st floor and 30% maximum lot coverage on the 2nd floor.

# Sale

# Land - Single Unit Residential

No. 4

Property Name 1350 S. Venetian Way  
Address 1350 S. Venetian Way  
Miami, FL 33139  
United States

Government Tax Agency Miami-Dade  
Govt./Tax ID 01-3232-001-0310

## Site/Government Regulations

	Acres	Square feet
Land Area Net	0.281	12,250
Land Area Gross	N/A	N/A

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	70 ft S. Venetian Way
Frontage Distance/Street	70 ft Biscayne Bay

General Plan Single family residential  
Specific Plan Single family residence  
Zoning T3 R, Sub-Urban Restricted  
Entitlement Status N/A

## Sale Summary

Recorded Buyer 1350 San Marco LLC  
True Buyer Nicolas Chambon  
Recorded Seller Sandra Silverman, Moses Silverman and Steven Silverman, as Co-Trustees  
True Seller N/A

Interest Transferred Fee Simple/Freehold  
Current Use Vacant lot  
Proposed Use Single family residence  
Listing Broker Douglas Elliman #786-277-7539  
Selling Broker N/A  
Doc # 33663/3668

Marketing Time 5 Month(s)  
Buyer Type Private Investor  
Seller Type Private Investor  
Primary Verification Dina Goldentaver, Listing Agent

Type	Sale
Date	4/4/2023
Sale Price	\$9,300,000
Financing	Other(See Comments)
Cash Equivalent	\$9,300,000
Capital Adjustment	\$0
Adjusted Price	\$9,300,000



## Transaction Summary plus Five-Year CBRE View History

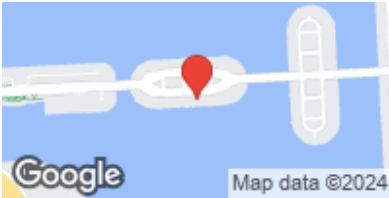
Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
04/2023	Sale	1350 San Marco LLC	Sandra Silverman, Moses Silverman and Steven Silverman, as Co-Trustees	\$9,300,000	\$33,072,546 / \$759.18



Units of Comparison		
\$759.18 / sf		N/A / Unit
\$33,072,546.23 / ac		N/A / Allowable Bldg. Units
		N/A / Building Area

Financial
No information recorded

Map & Comments

A Google Map snippet showing a coastal area with a red pin marking a location. The map includes the Google logo and 'Map data ©2024' text.

This comparable land sale is located along at the south side of Venetian Island and fronting Biscayne Bay in the City of Miami, Florida. The property was broker listed at \$12,250,000 and sold for \$9,300,000 with the seller providing a \$7,700,000 purchase money mortgage. The seller also owned and sold-off 1330 S. Venetian Way in March 2023 and had both sites in a combined listing at \$26,000,000 in June 2022 but sold each lot separately. The T3 R zoning "as of right" permits single family and a maximum density of 9 residential units per acre, a maximum building height of 2-stories, and 50% maximum lot coverage on the 1st floor and 30% maximum lot coverage on the 2nd floor.

Property Name 415 E. Rivo Alto Drive  
 Address 415 E. Rivo Alto Drive  
 Miami Beach, FL 33139  
 United States

Government Tax Agency Miami-Dade  
 Govt./Tax ID 02-3233-001-0540

**Site/Government Regulations**

	Acres	Square feet
Land Area Net	0.241	10,500
Land Area Gross	0.241	10,500

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	60 ft E. Rivo Alto Drive
Frontage Distance/Street	60 ft Biscayne Bay

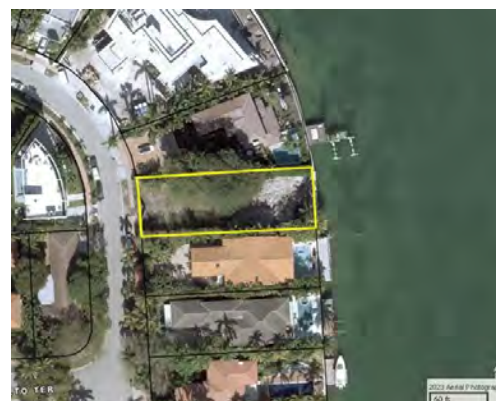
General Plan Single family residential  
 Specific Plan Single family residence  
 Zoning RS-3, Single Family Residential  
 Entitlement Status Final Tract

**Sale Summary**

Recorded Buyer	Mos Mia Propco I, LLC	Marketing Time	5 Month(s)
True Buyer	Eduardo Veronese	Buyer Type	Private Investor
Recorded Seller	415 E Rivo Drive, LLC	Seller Type	Private Investor
True Seller	David Solomon	Primary Verification	David Solomon, Owner/Agent

Interest Transferred Fee Simple/Freehold  
 Current Use Vacant lot  
 Proposed Use Single family residence  
 Listing Broker BHHS EWM Realty #305-542-1131  
 Selling Broker N/A  
 Doc # 33794/2606

Type	Sale
Date	7/1/2023
Sale Price	\$10,447,000
Financing	Other(See Comments)
Cash Equivalent	\$10,447,000
Capital Adjustment	\$0
Adjusted Price	\$10,447,000

**Transaction Summary plus Five-Year CBRE View History**

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
07/2023	Sale	Mos Mia Propco I, LLC	415 E Rivo Drive, LLC	\$10,447,000	\$43,348,548 / \$994.95
12/2021	Sale	415 E Rivo Alto Drive, LLC	N/A	\$6,959,000	\$28,875,519 / \$662.76
05/2021	Sale	Fang Wu	Bruce A. Katzen and Diana E. Katzen	\$13,550,000	\$45,761,567 / \$1,050.39

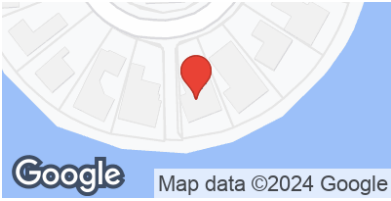
Units of Comparison

\$994.95 / sf	N/A / Unit
\$43,348,547.72 / ac	N/A / Allowable Bldg. Units
	N/A / Building Area

Financial

No information recorded

Map & Comments



Google Map data ©2024 Google

This comparable land sale is located along at the east side of Rivo Alto Island and fronting Biscayne Bay in the City of Miami Beach, Florida. The property was broker listed at \$10,800,000 and sold for \$10,447,000 including approved and permitted plan set. The seller is an active investor/agent who acquired the property in December 2021 for \$6,959,000 and re-listed at \$13,500,000 followed by a price reduction to \$10,800,000 in 2023. The seller facilitated this sale transaction with a \$5,500,000 purchase money mortgage. The RS-3 "as of right" zoning permits single family residential with a maximum building height of 28-feet or 2-stories, and 30% maximum lot coverage for a 2-story home, excluding garage.

# Sale

# Land - Single Unit Residential

No. 6

Property Name 1384 S. Venetian Way  
Address 1384 S. Venetian Way  
Miami, FL 33139  
United States

Government Tax Agency Miami-Dade  
Govt./Tax ID 01-3232-001-0250

## Site/Government Regulations

	Acres	Square feet
Land Area Net	0.307	13,382
Land Area Gross	N/A	N/A

Site Development Status	Finished
Shape	Other(See Comments)
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	49 ft S. Venetian Way
Frontage Distance/Street	104 ft Biscayne Bay

General Plan Single family residential  
Specific Plan Single Family Residential  
Zoning T3 R, Sub-Urban Restricted  
Entitlement Status N/A

## Sale Summary

Recorded Buyer	1384 Villa M, LLC	Marketing Time	21 Month(s)
True Buyer	N/A	Buyer Type	Developer
Recorded Seller	Gertrude Shafer, as Trustee	Seller Type	Private Investor
True Seller	N/A	Primary Verification	Nelson Gonzalez, Listing Agent

Interest Transferred Fee Simple/Freehold  
Current Use Vacant lot  
Proposed Use Single family residential  
Listing Broker BHHS EWM Realty #305-674-4040  
Selling Broker N/A  
Doc # 33988/2071

Type	Sale
Date	11/17/2023
Sale Price	\$11,500,000
Financing	Other(See Comments)
Cash Equivalent	\$11,500,000
Capital Adjustment	\$0
Adjusted Price	\$11,500,000




## Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
11/2023	Sale	1384 Villa M, LLC	Gertrude Shafer, as Trustee	\$11,500,000	\$37,434,896 / \$859.36

Units of Comparison		
\$859.36 / sf		N/A / Unit
\$37,434,895.83 / ac		N/A / Allowable Bldg. Units
		N/A / Building Area

Financial
No information recorded

Map & Comments



This comparable land sale is located along at the southeast end of Venetian Island and fronting Biscayne Bay in the City of Miami, Florida. The site shape is an outward pie with a southeasterly view of Biscayne Bay. The property was broker listed on & off at \$13,500,000 since September 2021 with a reduced list price of \$12,900,000 in June 2023. The property sold for \$11,500,000 in November 2023 and the sale transaction was facilitated with an \$8,000,000 purchase money mortgage in favor of the seller. The T3 R zoning "as of right" permits single family and a maximum density of 9 residential units per acre, a maximum building height of 2-stories, and 50% maximum lot coverage on the 1st floor and 30% maximum lot coverage on the 2nd floor.



Addendum B

# LEGAL DESCRIPTION



Addendum C

# CLIENT CONTRACT INFORMATION

# Proposal and Contract for Services

CBRE, Inc.  
777 Brickell Ave, Ste 1100  
Miami, FL 33131  
[www.cbre.us/valuation](http://www.cbre.us/valuation)  
**Stuart Lieberman, MAI**  
VAS - Vice President

February 3, 2024

Jose (Joe) Gomez, Director

**CITY OF MIAMI BEACH, PUBLIC WORKS DEPARTMENT**

1700 Convention Center Drive

Miami Beach, FL 33139

Phone: 305-673-7080

Email: [JoeGomez@miamibeachfl.gov](mailto:JoeGomez@miamibeachfl.gov)

RE: Assignment Agreement | CB24US009353  
Single Family Residential – Air Rights  
6 & 7 Farrey Lane  
Miami Beach, FL 33139

Dear Mr. Gomez:

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

## PROPOSAL SPECIFICATIONS

Purpose:	To estimate the Market Value of the referenced real estate
Premise:	As Is
Rights Appraised:	Fee Simple
Intended Use:	Due Diligence for Internal Decision Making and potential sale of air rights over City owned alley
Intended User:	The intended user is <b>City of Miami Beach</b> ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as intended users (each an "Intended Users" and collectively the "Intended Users") provided that any Intended User's use of, and reliance upon, any report produced by CBRE under this Agreement shall be subject to the Terms and Conditions attached hereto and incorporated herein (including, without limitation, any limitations of liability set forth in the attached Terms and Conditions).
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 use or 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. Unless otherwise expressly identified in this Agreement, there are no third-party beneficiaries of this Agreement pertaining to this appraisal assignment or any reports produced by CBRE under this Agreement, and no other person or entity shall have any right, benefit or interest under this Agreement or with respect to any reports produced by CBRE under this Agreement.

**Scope of Inspection:**

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:**

All three traditional approaches to value will be considered.

**Report Type:**

Appraisal Report

**Appraisal Standards:**

USPAP

**Appraisal Fee:**

\$4,000.00. If cancelled by either party before a completion, the fee will be based on CBRE's hourly rates for the time expended; plus actual expenses.

**Expenses:**

Fee includes all associated expenses except to the extent otherwise provided in the attached Terms and Conditions.

**Retainer:**

A retainer is not required for this assignment.

**Payment Terms:**

Final payment is due upon delivery of the final report 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 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 JoeGomez@miamibeachfl.gov. The client has requested 0 bound final copy (ies).

<b>Delivery Schedule:</b>	Not Required
<b>Preliminary Value:</b>	Not Required
<b>Draft Report:</b>	Not Required
<b>Final Report:</b>	18 business days after the Start Date
<b>Start Date:</b>	The appraisal process will start upon receipt of your signed agreement and the property specific data.
<b>Acceptance Date:</b>	These specifications are subject to modification or withdrawal if this proposal is not accepted within 5 business days from the date of this letter.

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

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

Sincerely,

**CBRE, Inc.**  
**Valuation & Advisory Services**



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



PROPERTY NAME	PROPERTY LOCATION	REPORT TYPE	APPRAISAL FEES
Air Rights	6 & 7 Farrey Lane, Miami Beach, FL 33139	Appraisal Report	\$4,000.00
Assignment Total:			\$4,000.00

## AGREED AND ACCEPTED

### FOR CITY OF MIAMI BEACH ("CLIENT"):

Joe Gomez

Digitally signed by Joe  
Gomez  
Date: 2024.02.13 11:07:21  
-05'00'

Signature

Date

Jose (Joe) Gomez

Name

Director

Title

305-673-7080

Phone Number

JoeGomez@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, ALTA Surveys, and other necessary due diligence service (seismic risk analysis, zoning compliance service, construction risk management, annual inspections, etc.).

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

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

*Deanna Rojas* 2/13/2024  
For City Attorney Date

## TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an assignment agreement (the "Agreement") for appraisal services ("Services") between CBRE, Inc. ("CBRE") and the client signing this Agreement and for whom the Services will be performed (the "Client") for the property identified herein (the "Property") and shall be deemed a part of such Agreement as though fully set forth therein. In addition, with respect to any appraisal report prepared by CBRE pursuant to the Agreement (the "Report"), any use of, or reliance on, the Report by any Intended User constitutes acceptance of these Terms and Conditions as well as acceptance of all qualifying statements, limiting conditions, and assumptions stated in the Report. The Agreement shall be governed and construed by the laws of the state where the CBRE office executing this Agreement is located without regard to conflicts of laws principles.
2. Client shall be responsible for the payment of all fees stipulated in this Agreement. Payment of the fees and preparation of the Report are not contingent upon any predetermined value or on any action or event resulting from the analyses, opinions, conclusions, or use of the 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 to pay CBRE for the time and expenses incurred (including, but not limited to, travel expenses to and from the job site) prior to the effective date of cancellation, with a minimum charge of \$500. Hard copies of the 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 CBRE 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 and conferences (except routine meetings, phone calls and conferences with the Client for the sole purpose of preparing the Report), litigation, or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this assignment, the Report, CBRE's expertise, or the Property, Client shall pay CBRE's additional out-of-pocket costs and expenses, including but not limited to CBRE's reasonable attorneys' fees, and additional time incurred by CBRE based on CBRE'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 Report), meeting participation, and CBRE'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 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.
4. CBRE 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 CBRE office executing this Agreement is located. **EACH PARTY, AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO THIS AGREEMENT.**
6. CBRE 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 CBRE to prepare a valid Report hereunder. Client acknowledges that such additional expertise is not covered in the fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. Client acknowledges that CBRE is being retained hereunder as an independent contractor to perform the Services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and CBRE. Unless otherwise stated in this Agreement, Client shall not designate or disclose CBRE or any of its agents or employees as an expert or opinion witness in any court, arbitration, or other legal proceedings without the prior written consent of CBRE.
8. This assignment shall be deemed concluded and the Services hereunder completed upon delivery to Client of the Report discussed herein.

9. All statements of fact in the Report which are used as the basis of CBRE's analyses, opinions, and conclusions will be true and correct to CBRE's actual knowledge and belief. CBRE 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 CBRE by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, CBRE DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO CBRE. Furthermore, the conclusions and any permitted reliance on and use of the Report shall be subject to the assumptions, limitations, and qualifying statements contained in the Report.
10. CBRE 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.
11. Client shall provide CBRE with such materials with respect to the assignment as are requested by CBRE and in the possession or under the control of Client. Client shall provide CBRE with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
12. The data gathered in the course of the assignment (except data furnished by Client, "Client Information") and the Report prepared pursuant to the Agreement are, and will remain, the property of CBRE. With respect to Client Information provided by Client, CBRE shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential and proprietary Client Information furnished to CBRE. Notwithstanding the foregoing to the contrary, CBRE is authorized by Client to disclose all or any portion of the Report and related data as may be required by applicable law, statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CBRE or its employees and agents to comply with the Bylaws and Regulations of the Appraisal Institute as now or hereafter in effect.
13. Unless specifically noted, in preparing the Report CBRE 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 Materials") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there are no major or significant repairs, improvements or deferred maintenance of the Property that would require the expertise of a professional cost estimator, engineer, architect or contractor. If any such repairs, improvements or maintenance are needed, the estimates for such repairs, improvements or maintenance are to be prepared by other parties pursuant to a separate written agreement in Client's sole discretion and direction, and are not deemed part of the Services or otherwise covered as part of the fee hereunder.
14. In the event Client intends to use the Report in connection with a tax matter, Client acknowledges that CBRE 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 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 Report. Client agrees that CBRE 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 CBRE 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.
15. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY:
  - (A) EXCEPT TO THE EXTENT ARISING FROM SECTION 16, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER PARTY, FOR ANY LOSS OR PROSPECTIVE PROFITS OR ANY OTHER INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR OTHER EXEMPLARY LOSSES OR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OR THE CAUSE THEREOF.
  - (B) EXCEPT TO THE EXTENT ARISING FROM SECTION 16, OR SECTION 17 IF APPLICABLE, AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES AND COSTS REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO CBRE UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000).
  - (C) CBRE 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 OR ANY INTENDED USER'S FAILURE TO PROVIDE ACCURATE OR COMPLETE INFORMATION OR DOCUMENTATION PERTAINING TO ANY SERVICES OR REPORT ORDERED UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING CLIENT'S OR ANY INTENDED USER'S FAILURE, OR THE FAILURE OF ANY OF CLIENT'S OR ANY



INTENDER USER'S RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PRINCIPALS, AGENTS OR EMPLOYEES, TO PROVIDE A COMPLETE AND ACCURATE COPY OF THE REPORT TO ANY THIRD PARTY. CBRE SHALL HAVE NO LIABILITY WHATSOEVER FOR REPORTS OR DELIVERABLES THAT ARE SUBMITTED IN DRAFT FORM.

(D) THE LIMITATIONS OF LIABILITY IN SUBSECTIONS 15(A) AND 15(B) ABOVE SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

16. (a) Client shall not disseminate, distribute, make available or otherwise provide any Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Report, in whole or in part, in any offering, including, but not limited to any offering of the Property or any securities offering as defined by applicable law, or other material intended for review by other third parties) except (i) to any third party (a) identified in the Agreement as an Intended User subject to the terms and conditions of this Agreement or (b) otherwise expressly acknowledged in a separate writing executed by CBRE, such third party and Client, setting forth that such third party is an "Intended User" of the Report and providing CBRE with an acceptable release from such third party with respect to such Report or wherein Client provides acceptable indemnity protections to CBRE against any claims resulting directly from the distribution of the Report to such third party; (ii) to any third party service provider (including accountants, attorneys, rating agencies and auditors) using the Report in the course of providing Services for the sole benefit of an Intended User and limited to the Intended Use of the Report as defined in this Agreement, or (iii) to the extent required by applicable law, statute, government regulation, legal process, or judicial decree.
- (b) In the event CBRE consents, in writing, to Client incorporating or referencing the Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such other materials available to any such parties unless and until Client has provided CBRE with complete copies of such offering or other materials and CBRE has approved the inclusion of the Report, or reference to the Report and/or CBRE, in such offering and other materials in writing. Further, CBRE's consent to such inclusion of the Report, or reference to the Report and/or CBRE, in any securities offering is subject to (i) CBRE's and CBRE's securities counsel's review and approval, in writing, of any inclusion of the Report, or reference to the Report and/or CBRE, in such securities offering; (ii) Client shall not modify the Report, any such inclusion of or reference to the Report and/or CBRE in such securities offering once approved by CBRE and its securities counsel in writing; and (iii) Client shall reimburse CBRE for its out-of-pocket costs and expenses, including attorneys' fees, arising from legal review of such securities offering and related materials on CBRE's behalf.
- (c) In the absence of satisfying the conditions of this Section 16 with respect to any party who is not designated as an Intended User, in no event shall the receipt of a Report by such party extend any right to the party to use and rely on such Report, and CBRE shall have no liability for such unauthorized use and reliance on any Report.
- (d) In the event Client breaches the provisions of this Section 16, Client shall indemnify, defend and hold CBRE and its affiliates and their officers, directors, employees, contractors, agents and other representatives (CBRE 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 Report.
17. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with Section 16 and Section 17, CBRE 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, (b) any Services or Reports under this Agreement or (c) any acts or conduct relating to such Services or Reports, shall be filed within two (2) years from the date of delivery to Client of the 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.
18. Miscellaneous.
- (a) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement may not be amended, modified or discharged, nor may any of its terms be waived except by written agreement of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

- (b) Neither party shall assign this Agreement in whole or in part (other than by operation of law) to any person or entity without the prior written consent of the other party. Subject to the foregoing, this Agreement and all of its provisions shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- (c) No consent or waiver, either expressed or implied, by a party to or of any breach or default, shall be construed to be a consent or waiver to or of any other breach or default in the performance of any obligations hereunder. Failure of a party to complain or declare the other party in default shall not constitute a waiver by such party of rights and remedies hereunder.
- (d) Except as hereinafter provided, no delay or failure in performance by a party shall constitute a default hereunder to the extent caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, CBRE promptly shall notify Client. Once the Force Majeure event ceases, CBRE shall resume performance of the Services as soon as possible. As used herein, "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, fire, acts of terrorism, catastrophes, changes in laws, condemnation of property, governmental actions or delays, national emergency, war, civil disturbance, floods, unusually severe weather conditions, endemic or pandemic, or other acts of God. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a party's control.
- (e) Any provision of this Agreement that, by its language, contemplates performance or observation subsequent to any termination or expiration of this Agreement shall survive such termination or expiration and shall continue in full force and effect.
- (f) If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified, if possible, to fulfill the intent of the parties reflected in the original provision. The remainder of this Agreement, or the application of such provision to person or circumstance other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.



## 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.

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

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

Addendum D

# 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

Melanie S. Griffin, 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, 2024**

Always verify licenses online at [MyFloridaLicense.com](https://MyFloridaLicense.com)



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