Via Email

November 2, 2018

Chad Friedman, Esq.
Weiss Serota Helfman Cole \& Bierman
2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, FL 33134
Email: cfriedman@wsh-law.com

## Re: Cutler Bay Town Center, GCF Property Exchange

Dear Chad:
This Letter of 1ntent sets forth the terms and conditions upon which our respective clients are interested in exchanging their respective properties as described hereinbelow, subject to executing a mutually acceptable Purchase and Sale Agreement (the "Contract"), the material terms and conditions of which shall be as follows:

1. GCF:
2. CB:
3. GCF Property:

## 4. CB Property:

## GCF Investments, Inc., a Florida Corporation

## Town of Cutler Bay, Florida

The GCF property refers to that certain tract of undeveloped land consisting of approximately 18 acres and located within the Town of Cutler Bay, as more particularly and legally described and defined in the Survey attached as Exhibit "A" hereto and made a part hereof (the "GCF Property"). The parties agree that the minimum amount of acreage to be exchanged with/sold to CB shall be 10 contiguous acres. The portion of the GCF Property which GCF and CB mutually agree shall be the portion conveyed to CB in accordance herewith is referred to herein as the "GCF Swap Parcel".

The CB property refers to that certain property containing the Cutler Bay Town Hall building, having a street address of 10720 Caribbean Boulevard, Cutler Bay, Florida 33189 (the "CB Town Hall Parcel"), as well as that certain tract of undeveloped land contiguous to the Town Hall building next door, having folio number 36-6007-020-0023 (the "Parking Parcel"), all as more particularly and legally described and defined in the Survey attached as Exhibit "B" hereto and made a part
6. Financing:
7. Deposit:
8. Inspection Period:
9. The Contract:
5. Purchase Price: The parties agree to mutually select and appoint an appraiser within fifteen (15) days from the effective date of this Letter of Intent who shall appraise all of the Properties (collectively, the "Appraisal"). The Appraisal shall be completed as promptly as possible. Once the Appraisal and valuation of the Properties has been completed, the parties shall make a good faith effort to mutually agree on the total amount of the GCF Swap Parcel. The stated Purchase Price for each parcel of exchanged property shall be mutually agreed upon by CB and GCF. If, for any reason, the parties cannot agree on the area, configuration and location of the portion of the GCF Property that shall be exchanged for the CB Property or if either party disagrees with the valuation of the Properties, and the parties cannot resolve such disagreement within 120 days from the date of the execution of this Letter of Intent by both parties, then either party, in its sole and absolute discretion, may elect to terminate the Letter of Intent.
hereof (the CB Town Hall Parcel and the Parking Parcel shall be collectively referred to as the "CB Property"; together with the GCF Swap Parcel, the "Properties").

There is no Financing Contingency for any aspect of this transaction.
Upon execution of the Contract, each party shall deliver a deposit of Twenty-Five Thousand Dollars ( $\$ 25,000.00$ ) (the "Deposits") to the Trust Account of the other party's attorney. If for any reason, either party elects to terminate the Contract in accordance with the terms thereof, the Deposits shall be promptly returned to the party delivering same.

Each party shall have one hundred twenty (120) calendar days from the date the Contract is executed by all parties to investigate the property they are contracting to acquire (the "Inspection Period"). During the mutual Inspection Period, each party shall (i) provide other party with any and all information relevant to such property, including, without limitation, copies of any leases, rent roll, income and expense statements, list of all vendors, copies of all contracts that would survive (or expire after) the Closing Date, any prior surveys, soil reports, environmental reports, and any drawings, renderings and/or schematics that either party may have; and (ii) provide the other party with full access to the property in order to conduct and perform any and all inspections and/or investigations which they may deem appropriate. Either party will be permitted to cancel the Contract for any reason (or no reason) by written notice to the other party and Escrow Agent prior to the end of this mutual Inspection Period.

Within fifteen (15) calendar days after the date upon which CB and GCF agree upon the valuation of the Properties and the area, configuration and location of the GCF Swap Parcel, legal counsel for GCF shall deliver the proposed draft of the Contract to legal counsel for CB, the terms of
which shall be in substantial conformity with this Letter of Intent. Each party shall work together in good faith to finalize and execute the Contract within thirty (30) days following the date the Parties agree on portion and location of the GCF Swap Parcel to be conveyed to CB and the terms and conditions of the Contract shall have been approved by the Town of Cutler Bay Town Council (the "Town Council") and the Town Attorney.
10. Option to Purchase:
11. Exclusivity:
12. CB Contingency.
13. Termination: If, for any reason whatsoever, and at any time prior to the expiration of the Inspection Period, either party elects not to proceed with the transaction, either party shall have the right to terminate the Contract, whereupon the Deposits shall be returned to the respective parties, and the Contract shall be null and void, and the parties shall have no further obligation or recourse against each other.
14. Closing:
15. Closing Costs:
16. Title:
17. Survey:
18. Assignment:
19. 1031 Exchange:

This transaction shall close (the "Closing") on a date mutually agreeable to the parties that is on or before the date that is thirty (30) calendar days after the expiration of the Inspection Period.

Each party is responsible for paying the documentary stamp tax and surtax associated with the property they are contracting to exchange (or "sell") on the deed of conveyance. Each party shall pay for the title insurance policy associated with the property they are contracting to acquire; and all other costs of closing shall be customary of commercial transactions in in the area where the Properties are located, or as otherwise set forth in the Contract.

Each party shall be required and be responsible for obtaining the owner's and mortgagee policies of title insurance subject only to those exceptions approved by either party during the Inspection Period, and the cost of the title policy shall be paid by the party requesting the insurance policy. Each party shall select their own respective title agent, and each party shall pay for the title policy on the property that the party is contracting to receive, and GCF's attorney shall be Closing Agent. Each party shall be required to cure, remedy, close out and/or remove any and all liens, code violations, and/or open permits affecting the property they are transferring prior to Closing. Each party shall assign all lease agreements and any service contracts which the other party is willing to accept to the other party at closing.

Each party shall be responsible for the delivery of any existing boundary survey on the land they are transferring (if available). Either party shall have the right to obtain an "ALTA" survey of the property they are contracting to receive at their own expense.

Neither party may assign the Contract or assign or delegate any right or duty under the Contract, in whole or in part without the expressed written consent of the other party. Notwithstanding the forgoing restriction on assignability, either party, at its sole discretion, shall have the right to assign all of its rights under the Contract or to acquire title in the name of an affiliated legal entity designated by the party wishing to assign its rights. An "affiliate" shall mean any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, either party.

If either GCF or CB wish to enter into a like-kind exchange (either simultaneously with Closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange, including executing documents, provided however that the cooperating party shall incur no liability or costs related to the Exchange and that the Closing will not be contingent upon, extended, or delayed by the Exchange.
20. Brokerage:

There is no brokerage agreement or relationship in connection with this transaction, nor has any party retained the services of a broker for this transaction. The parties expressly agree to indemnify, defend, and save each other free and harmless from the claim(s) of any broker seeking compensation or claiming a commission by, through, or under such party.

While this Letter of Intent does not constitute a binding contractual agreement between the parties, it does set forth an understanding in principle and the present intention of the parties to enter into one or more agreements incorporating the above, upon terms and conditions mutually acceptable to the parties and their respective counsel.

If the foregoing is acceptable to the Town of Cutler Bay, please indicate such acceptance by having the appropriate authorized agent of the Town of Cutler Bay sign and return the enclosed copy of this letter within five (5) business days.


## Town of Cutler Bay

By:
Name:
$\qquad$
Title: $\qquad$

Accepted and agreed this $\qquad$ day of November, 2018.


## OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

| Property Information |  |  |  |  |  |  | $3 \cdot-51-4$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Folio: |  | 7-024-0020 |  |  |  |  | 0 ¢ 0 |
| Property Address: $\quad 1$1072 <br> C |  | 10720 CARIBBEAN BLVD Cutler Bay, FL 33189-1232 |  |  |  |  | 5 |
| Owner To |  | TOWN OF CUTLER BAY |  |  |  |  |  |
| Mailing Address 1072 <br> C  |  | 10720 CARIBBEAN BLVD \#105 CUTLER BAY, FL 33189 |  |  |  |  | 4i, $x^{2}$ |
| PA Primary Zone 6400 <br> Pring  |  | 6400 COMMERCIAL - CENTRAL |  |  |  |  |  |
| Primary Land Use 89 |  | 8940 MUNICIPAL : MUNICIPAL |  |  |  |  |  |
| Beds / Baths / Half 0 |  | 0/0/12 |  |  |  |  |  |
| Floors |  | 6 |  |  |  |  |  |
| Living Units |  | 0 |  |  |  |  |  |
| Actual Area Sq. |  | Sq.Ft |  |  |  |  |  |
| Living Area Sq. |  | Sq.Ft |  |  |  |  |  |
| Adjusted Area 7 |  | 76,971 Sq.Ft |  |  |  |  |  |
| Lot Size |  | 116,938 Sq.Ft |  | Taxable Value Information |  |  |  |
| Year Built 1 |  | 1986 |  |  | 2018 | 2017 | 2016 |
| Assessment Information |  |  |  | County |  |  |  |
| Year | 2018 | 2017 | 2016 | Exemption Value | \$0 | \$0 | \$0 |
| Land Value | \$1,637,132 | \$1,637,132 | \$1,637,132 | Taxable Value | \$6,400,000 | \$6,400,000 | \$6,400,000 |
| Building Value | \$4,762,868 | \$4,762,868 | \$4,762,868 | School Board |  |  |  |
| XF Value | \$0 | \$0 | \$0 | Exemption Value | \$0 | \$0 | \$0 |
|  |  |  |  | Taxable Value | \$6,400,000 | \$6,400,000 | \$6,400,000 |
| Market Value | \$6,400,000 | \$6,400,000 | \$6,400,000 | City |  |  |  |
| Assessed Value | \$6,400,000 | \$6,400,000 | \$6,400,000 | Exemption Value | \$0 | \$0 | \$0 |
| Benefits Information |  |  |  | Taxable Value | \$6,400,000 | \$6,400,000 | \$6,400,000 |
| Benefit Type |  | 201 | 2016 | Regional |  |  |  |
| Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional). |  |  |  | Exemption Value | \$0 | \$0 | \$0 |
|  |  |  |  | Taxable Value | \$6,400,000 | \$6,400,000 | \$6,400,000 |

[^0]
## Property Information

Folio: 36-6007-024-0020
Property Address: 10720 CARIBBEAN BLVD

## Roll Year 2018 Land, Building and Extra-Feature Details

## Land Information

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

| Land Use | Muni Zone | PA Zone | Unit Type | Units | Calc Value |
| :--- | :---: | :---: | :---: | ---: | ---: |
| GENERAL | TC | 6400 | Square Ft. | $116,938.00$ |  |

## Building Information

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

| Building Number | Sub Area | Year Built | Actual Sq.Ft. | Living Sq.Ft. | Adj Sq.Ft. | Calc Value |
| :---: | :---: | :---: | :---: | ---: | ---: | ---: |
| 1 | 1 | 1986 |  |  | 12,782 |  |
| 1 | 2 | 1986 |  |  | 64,189 |  |

## Extra Features

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

| Description | Year Built | Units | Calc Value |
| :--- | :---: | ---: | ---: |
| Chill Water A/C (Aprox 300 sqft/Ton) | 1986 | 100 |  |
| Elevator - Passenger, Automatic - 2500 Ib Hi-rise | 1986 | 12 |  |
| Light Standard - 10-30 ft High - 1 Fixture | 1986 | 10 |  |
| Patio - Brick, Tile, Flagstone | 1986 | 4,080 |  |
| Paving - Concrete | 1986 | 51,650 |  |
| Plumbing Fixtures - Hi-Rise | 1986 | 78 |  |
| Sprinkler System/Auto - Wet | 1986 | 50,053 |  |

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Version:

## Property Information

Folio: 36-6007-024-0020
Property Address: 10720 CARIBBEAN BLVD

## Roll Year 2017 Land, Building and Extra-Feature Details

| Land Information |  |  |  |  |  |
| :--- | :---: | :---: | :---: | ---: | ---: |
| The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain <br> the most accurate values. |  |  |  |  |  |
| Land Use | Muni Zone | PA Zone | Unit Type | Units | Calc Value |
| GENERAL | TC | 6400 | Square Ft. | $116,938.00$ |  |

## Building Information

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

| Building Number | Sub Area | Year Built | Actual Sq.Ft. | Living Sq.Ft. | Adj Sq.Ft. | Calc Value |
| :---: | :---: | :---: | :---: | ---: | ---: | ---: |
| 1 | 1 | 1986 |  |  | 12,782 |  |
| 1 | 2 | 1986 |  |  | 64,189 |  |

## Extra Features

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

| Description | Year Built | Units | Calc Value |
| :--- | ---: | ---: | ---: |
| Sprinkler System/Auto - Wet | 1986 | 50,053 |  |
| Patio - Brick, Tile, Flagstone | 1986 | 4,080 |  |
| Plumbing Fixtures - Hi-Rise | 1986 | 78 |  |
| Paving - Concrete | 1986 | 51,650 |  |
| Light Standard - 10-30 ft High -1 Fixture | 1986 | 10 |  |
| Elevator - Passenger, Automatic -2500 Ib Hi-rise | 1986 | 12 |  |
| Chill Water A/C (Aprox 300 sqft/Ton) | 1986 | 100 |  |

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Version:

## Property Information

Folio: 36-6007-024-0020
Property Address: 10720 CARIBBEAN BLVD Cutler Bay, FL 33189-1232

## Roll Year 2016 Land, Building and Extra-Feature Details

$|$| Land Information |  |  |  |  |  |
| :--- | :--- | :---: | :---: | ---: | ---: |
| The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain <br> the most accurate values. <br> Land Use$\quad$ Muni Zone | PA Zone | Unit Type | Units | Calc Value |  |
| GENERAL | TC | 6400 | Square Ft. | $116,938.00$ |  |

## Building Information

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

| Building Number | Sub Area | Year Built | Actual Sq.Ft. | Living Sq.Ft. | Adj Sq.Ft. | Calc Value |
| :---: | :---: | :---: | :---: | ---: | ---: | ---: |
| 1 | 1 | 1986 |  |  | 12,782 |  |
| 1 | 2 | 1986 |  |  | 64,189 |  |

## Extra Features

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

| Description | Year Built | Units | Calc Value |
| :--- | ---: | ---: | ---: |
| Chill Water A/C (Aprox 300 sqft/Ton) | 1986 | 100 |  |
| Elevator - Passenger, Automatic - 2500 Ib Hi-rise | 1986 | 12 |  |
| Light Standard - 10-30 ft High - 1 Fixture | 1986 | 10 |  |
| Patio - Brick, Tile, Flagstone | 1986 | 4,080 |  |
| Paving - Concrete | 1986 | 51,650 |  |
| Plumbing Fixtures - Hi-Rise | 1986 | 78 |  |
| Sprinkler System/Auto - Wet | 1986 | 50,053 |  |

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## Version:

## Property Information

Folio: 36-6007-024-0020
Property Address: 10720 CARIBBEAN BLVD


| Sales Information |  |  |  |
| :--- | ---: | :---: | :--- |
| Previous Sale | Price | OR Book-Page |  |
| $11 / 01 / 2010$ | $\$ 100$ | $27523-2104$ | Federal, state or local government agency |
| $06 / 08 / 2010$ | $\$ 8,762,500$ | $27322-3225$ | Federal, state or local government agency |
| $06 / 01 / 1999$ | $\$ 5,684,000$ | $18659-2181$ | Deeds that include more than one parcel |

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Version:

| Property Information |  |
| :--- | :--- |
| Folio: | $36-6007-020-0023$ |
| Property Address: | TOWN OF CUTLER BAY |
| Owner | 10720 CARIBBEAN BLVD STE \#105 <br> CUTLER BAY, FL 33189 USA |
| Mailing Address | 6400 COMMERCIAL - CENTRAL |
| PA Primary Zone | 8065 VACANT GOVERNMENTAL : <br> PARKING LOT |
| Primary Land Use | $0 / 0 / 0$ |
| Beds / Baths / Half | 0 |
| Floors | 0 |
| Living Units | 0 Sq.Ft |
| Actual Area | 0 Sq.Ft |
| Living Area | 0 Sq.Ft |
| Adjusted Area | 98,991 Sq.Ft |
| Lot Size | 0 |
| Year Built |  |


| Assessment Information |  |  |  |
| :--- | ---: | ---: | ---: |
| Year | 2018 | 2017 | 2016 |
| Land Value | $\$ 1,484,865$ | $\$ 1,484,865$ | $\$ 1,484,865$ |
| Building Value | $\$ 0$ | $\$ 0$ | $\$ 0$ |
| XF Value | $\$ 47,416$ | $\$ 48,057$ | $\$ 48,698$ |
| Market Value | $\$ 1,532,281$ | $\$ 1,532,922$ | $\$ 1,533,563$ |
| Assessed Value | $\$ 1,532,281$ | $\$ 1,532,922$ | $\$ 1,533,563$ |


| Benefits Information |  |  |  |  |
| :--- | :--- | ---: | ---: | ---: |
| Benefit | Type | 2018 | 2017 | 2016 |
| Municipal | Exemption | $\$ 1,532,281$ | $\$ 1,532,922$ | $\$ 1,533,563$ |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).


| Taxable Value Information |  |  |  |
| :---: | :---: | :---: | :---: |
|  | 2018 | 2017 | 2016 |
| County |  |  |  |
| Exemption Value | \$1,532,281 | \$1,532,922 | \$1,533,563 |
| Taxable Value | \$0 | \$0 | \$0 |
| School Board |  |  |  |
| Exemption Value | \$1,532,281 | \$1,532,922 | \$1,533,563 |
| Taxable Value | \$0 | \$0 | \$0 |
| City |  |  |  |
| Exemption Value | \$1,532,281 | \$1,532,922 | \$1,533,563 |
| Taxable Value | \$0 | \$0 | \$0 |
| Regional |  |  |  |
| Exemption Value | \$1,532,281 | \$1,532,922 | \$1,533,563 |
| Taxable Value | \$0 | \$0 | \$0 |

[^1]Attachment "A" - Exhibit B2

## Property Information

Folio: 36-6007-020-0023
Property Address:

## Roll Year 2018 Land, Building and Extra-Feature Details

| Land Information |  |  |  |  |  |
| :--- | :---: | :---: | :---: | ---: | ---: |
| Land Use | Muni Zone | PA Zone | Unit Type |  |  |
| GENERAL | TC | 6400 | Square Ft. | Units | Calc Value |

## Building Information

| Building Number | Sub Area | Year Built | Actual Sq.Ft. | Living Sq.Ft. | Adj Sq.Ft. | Calc Value |
| :---: | :---: | :---: | :---: | ---: | ---: | ---: |


| Extra Features |  |  |  |
| :--- | ---: | ---: | ---: |
| Description | Year Built |  |  |
| Light Standard - 10-30 ft High - 4 Fixtures | 1989 | Units | Calc Value |
| Paving - Asphalt | 1989 | 4 | $\$ 5,476$ |

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Version:

Attachment "A" - Exhibit B2

## Property Information

Folio: 36-6007-020-0023
Property Address:

## Roll Year 2017 Land, Building and Extra-Feature Details

| Land Information |  |  |  |  |  |
| :--- | :---: | :---: | :---: | ---: | ---: |
| Land Use | Muni Zone | PA Zone | Unit Type | Units | Calc Value |
| GENERAL | TC | 6400 | Square Ft. | $98,991.00$ | $\$ 1,484,865$ |

## Building Information

| Building Number | Sub Area | Year Built | Actual Sq.Ft. | Living Sq.Ft. | Adj Sq.Ft. | Calc Value |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |


| Extra Features |  |  |  |
| :--- | ---: | ---: | ---: |
| Description | Year Built |  |  |
| Paving - Asphalt | 1989 | Units | Calc Value |
| Light Standard - 10-30 ft High - 4 Fixtures | 1989 | 37,784 | $\$ 42,507$ |

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Attachment "A" - Exhibit B2

## Property Information

Folio: 36-6007-020-0023
Property Address:

## Roll Year 2016 Land, Building and Extra-Feature Details

| Land Information |  |  |  |  |  |
| :--- | :---: | :---: | :---: | ---: | ---: |
| Land Use | Muni Zone | PA Zone | Unit Type | Units | Calc Value |
| GENERAL | TC | 6400 | Square Ft. | $98,991.00$ | $\$ 1,484,865$ |

## Building Information

| Building Number | Sub Area | Year Built | Actual Sq.Ft. | Living Sq.Ft. | Adj Sq.Ft. | Calc Value |
| :--- | :--- | :--- | :--- | ---: | ---: | ---: |


| Extra Features |  |  |  |
| :--- | ---: | ---: | ---: |
| Description | Year Built |  |  |
| Light Standard - 10-30 ft High - 4 Fixtures | 1989 | Units | Calc Value |
| Paving - Asphalt | 1989 | 4 | $\$ 5,624$ |

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Attachment "A" - Exhibit B2

## Property Information

Folio: 36-6007-020-0023
Property Address:


| Sales Information |  |  |  |
| :--- | ---: | :---: | :--- |
| Previous Sale | Price | OR Book-Page |  |
| $12 / 15 / 2010$ | $\$ 1,800,000$ | $27535-1671$ | Federal, state or local government agency |

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