



VILLAGE OF PALMETTO BAY  
9705 E. HIBISCUS STREET  
PALMETTO BAY, FLORIDA 33157  
(305) 259-1234 Fax: (305) 259-1290

*[Handwritten mark]*

**REQUEST FOR PUBLIC RECORDS**

Requests are filled in accordance with the provisions of Chapters 119 and 257, Florida Statutes.

DATE: 1-3-18  
NAME: Jerry Johnson  
COMPANY: \_\_\_\_\_  
ADDRESS: 8950 SW 159 Terrace, Palmetto Bay, FL 33157  
PHONE: 305-753-3730 FAX: \_\_\_\_\_  
EMAIL: joh2923@comcast.net

REQUEST (Attach additional page, if necessary): Copies of the following documents:

Copy of Wayne Rosen's Shore  
development original offer to the Village  
offering to sell the two acre parcel to  
the east of Village Hall. This offer included  
the conditions of the offering.

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FOR USE BY VILLAGE STAFF ONLY

TRACKING NO.: 2018-011

DATE FORWARDED: 4/11/18

ASSIGNED DEPT: Admin.

DATE REQUEST FILLED: \_\_\_\_\_

NUMBER OF COPIES: \_\_\_\_\_

ESTIMATED TIME (IF APPLICABLE): \_\_\_\_\_

ESTIMATED COST: \_\_\_\_\_

HOW WAS REQUEST FILLED? \_\_\_\_\_

IF NOT FILLED, REASON: \_\_\_\_\_

BY: \_\_\_\_\_

## Melissa Dodge

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, January 03, 2018 4:09 PM  
**To:** Missy Arocha; Melissa Dodge  
**Subject:** Online Form Submittal: Public Records Requests

### Public Records Requests

Date	1/3/2018
Name	Jerry Johnson
Company	<i>Field not completed.</i>
Phone Number	305-753-3730
Email Address	<a href="mailto:joh2923@comcast.net">joh2923@comcast.net</a>
Address	8950 SW 159 Terrace, Palmetto Bay, FL 33157
Preferred Delivery Method	Electronic (via email- email address required)
Are you a member of the media?	No
Public Record Request(s):	Am requesting a copy of Wayne Rosen's Shores Development original offer to the Village offering to sell the two acre parcel to the east of Village Hall. This offer included the conditions of the offering.

#### Thank You

*Please note that there may be a fee associated with your request depending on the extent of the information being requested. If so, the Office of the Village Clerk will contact you about any associated fees. If you have any further questions, please email Village Clerk Arocha at [marocha@palmettobay-fl.gov](mailto:marocha@palmettobay-fl.gov)*

Email not displaying correctly? [View it in your browser.](#)

## Yvonne Picado

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**From:** David Singer <dsinger@berkowitzdev.com>  
**Sent:** Monday, April 17, 2017 2:55 PM  
**To:** Edward Silva  
**Subject:** Wayne Rosen 4-17.docx  
**Attachments:** Wayne Rosen 4-17.docx

Draft, take a look and if we need to we'll talk tonight

Draft

Mr. Wayne Rosen  
888 Kingman Rd  
Homestead, FL 331035

**Re: Letter of Intent for Shores at Palmetto Bay, LLC.**

Dear Mr. Rosen:

Below, please find a revised set of terms under which the undersigned ("Buyer") would be prepared to move forward with the contemplated transaction wherein the proposed Buyer would acquire a fee simple interest in the captioned property.

1. **Buyer:** Village of Palmetto Bay
2. **Seller:** Shores at Palmetto Bay, LLC. A guaranty of the representations, warranties, covenants and agreements of Seller that survive closing will be provided by a deep pocket affiliate/parent company of Seller that is acceptable to Buyer.
3. **Property:** Approximately 5.01 +/- (To be determined by final site plan/survey--includes tax folio 3350330000860, acres zoned for retail/restaurant/school/entertainment use, located in the Village of Palmetto Bay, as depicted on **Exhibit A** attached hereto.
4. **Purchase Price:** Not to exceed \$7,500,000 (Approximately \$1,500,000 per acre, inclusive of physical and personal property) for the approximately 5.01 acres of Property. Final acreage to be determined by survey during the Due Diligence Period (as defined below).
5. **Due Diligence Period:** Commencing upon the signing of this LOI and ending 120 days following execution of a final binding Contract, during which time Village of Palmetto Bay can terminate with or without any cause for any or no reason. Seller shall give Buyer access to all property inspection reports, professional reports (including environmental, building and property inspection reports). As a material inducement for Buyer to spend time, money and effort on due diligence after execution of this LOI and before a final binding Contract is signed, Seller represents to Buyer that (a) Seller owns the Property, subject to no financing other than that which is prepayable in full at Closing (i.e. no pre-payment prohibition), (b) all information provided to Buyer by Seller in connection with the Property will be true, correct and complete in all material respects, (c) Seller is not aware of any violations pertaining to the Property, environmental issues affecting the Property and (d) Seller will in good faith negotiate a final binding Contract based on the terms of this LOI.
6. **Deposit:** None
7. **Inspections:** During the Due Diligence Period, Buyer shall have unlimited access to the Property and to Seller's and its affiliates' staff during reasonable business hours for its architects, engineers, inspectors and representatives to conduct such environmental, soil, and other studies and/or evaluations and inquiries as the Buyer deems necessary in its sole discretion. Buyer agrees to indemnify Seller from and against any claims arising from Buyer and its representatives' entry onto the Property (excluding claims resulting from the discovery of deficiencies, such as environmental issues theretofore unknown to Seller).

8. **Closing:** Closing shall occur 120 days after the satisfaction of all conditions to Buyer's obligation to close, as further defined herein and in the Contract.
  
9. **Materials to be provided to Buyer prior to commencement of due diligence:** Existing survey, reciprocal easement agreements, existing Owner's Title Insurance Policy (and legible copies of exceptions) in its or its affiliates' possession or control and reasonably requested by Buyer available for Buyer and its representatives, both during the Due Diligence Period and thereafter.
  
10. **Closing Conditions:** The following shall be accomplished by Seller, at its cost, as a condition to Buyer's obligation to close (or, arrangements reasonably satisfactory to Buyer in its sole discretion shall have been made to effect same after closing on a time frame and with security acceptable to Buyer to assure timely and complete performance):
  - a. Satisfactory remediation of any environmental condition that could possibly exist on or affect the Property, including issuance of an acknowledgment by DERM and other governmental agencies having jurisdiction that upon compliance with remediation, no further action will be required in order to re-develop and/or to operate the existing shopping center.
  
11. **Brokerage:** Not Applicable
  
12. **Closing Costs:** Closing costs will be allocated as customary in Miami- Dade County, Florida. Seller shall pay transfer taxes, including documentary stamp tax and surtax. Seller shall pay any sales taxes if applicable. Buyer and Seller will equally split the owner's title insurance premium (for owner's title insurance in the amount of the Purchase Price) based on promulgated risk rate, and Buyer's counsel will be the issuing agent for said title insurance.
  
13. **LOI:** This LOI is merely a draft and will not be finalized until a vote of the Palmetto Bay Council to confirm deal contents.

If these terms are acceptable, please have the Seller countersign this letter and we can proceed with the drafting of a final LOI authorized by the Palmetto Bay Village Council for review and negotiation. Notwithstanding anything in this LOI to the contrary, neither party shall be bound unless and until definitive agreements have been negotiated, fully executed and delivered by both Buyer and Seller.

**VILLAGE OF PALMETTO BAY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed and Accepted:

**SHORES AT PALMETTO BAY, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_