MEMORANDUM Agenda Item No. 8(F)(1)(C)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: September 1, 2011

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Resolution authorizing the exchange of County-owned property located at 305 S.E. 6 Avenue, Homestead, with an assessed market value of $1,370,498 in exchange for property from the City of Homestead located at 326 N.W. 4 Street, Homestead, with an Assessed market value of $1,170,445; and authorizing the County Chairperson or Vice Chairperson to execute a County Deed

The accompanying resolution was prepared by the General Services Administration Department and placed on the agenda at the request of Co-Prime Sponsors Commissioner Dennis C. Moss and Commissioner Lynda Bell.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

Date: September 1, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Alina T. Hudak
County Manager

Subject: Resolution authorizing the exchange of County-owned property located at 305 S.E. 6 Avenue, Homestead, for City of Homestead-owned property located at 326 N.W. 4 Street, Homestead.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the exchange of County-owned property located at 305 S.E. 6 Avenue, Homestead, for City of Homestead-owned property located at 326 N.W. 4 Street, Homestead, for the purpose of constructing a new facility for the Homestead Fire Rescue Station No. 16, allowing for County possession and control of the entire parcel for future County needs, and authorizing the Board of County Commissioners by the Chairperson or Vice Chairperson to execute a County Deed for such purpose.

Scope:

Miami-Dade County Property		**City of Homestead Property**	
Folio No.	10-7918-000-0190	**Folio No.**	10-7813-009-0220
Address	305 S.E. 6 Avenue, Homestead	**Address**	326 N.W. 4 Street, Homestead
Commission District	8	**Commission District**	9
Size	5 acres – 217,800 square feet	**Size**	3.98 acres – 173,368.8 square feet
2010 Assessed Value	$1,370,498 – $6.29 per square foot Because the transaction is an exchange between government agencies, and the properties are comparable in value (assessed value), appraisals were not obtained.	**2010 Assessed Value**	$1,170,445 – $6.75 per square foot Because the transaction is an exchange between government agencies, and the properties are comparable in value (assessed value), appraisals were not obtained.
Zoning	According to the City of Homestead Planning & Zoning Department, the County-owned property at 305 S.E. 6 Avenue is zoned Government Property (GP).	**Zoning**	According to the City of Homestead Planning & Zoning Department, the City-owned property is zoned "City Property C" and the future land use designation is Institutional Use. The proposed new fire rescue facility is a permitted use under the current zoning.

Environmental Status	An environmental site assessment has been prepared by NOVA Engineering and Environmental, LLC (NOVA) for the City of Homestead and no evidence of contamination or violation is cited in the report.	**Environmental Status**	An environmental site assessment has been prepared by the Department of Environmental Resources Management (DERM) for the County and no evidence of contamination or violation is cited in the report.

BACKGROUND:

The County-owned property contains five (5) acres of improved land leased to the City of Homestead and containing the City of Homestead administrative and motor pool buildings. On May 15, 1975, the City of Homestead entered into a Lease Agreement with Miami-Dade County to utilize the property as a recreational park for a term of fifty (50) years, at an annual rate of $1.00, terminating on May 31, 2025.

In 1978, the City of Homestead and Miami-Dade County entered into an agreement to transfer fire protection and rescue services from the City to the County. The agreement included use of the Fire Station No. 16 building, firefighting apparatus, support vehicles, emergency medical rescue equipment and supplies and all station furnishings, at an annual rental rate of $1.00 for as long as Fire Station No. 16 was utilized by the County for fire protection or rescue services.

On February 19, 1991, the Board of County Commissioners adopted Resolution No. 170-91, authorizing an Amendment to the Lease allowing the City of Homestead to use the County-owned property at an annual rate of $1.00 until May 31, 2055 for its administrative and motor pool buildings.

Parcel A is approximately 41,867 square feet of land located at the southern portion of the City-owned property containing Station No. 16 located at 325 N.W. 2 Street, Homestead. Constructed in 1959, the station consists of approximately 9,954 square feet.

Parcel B is approximately 44,964 square feet of unimproved vacant land located north of the existing Station No. 16 facility and is the site for the new Fire Station No. 16. On January 26, 2009, the City of Homestead City Council adopted Resolution No. R2009-01-06, which authorized the County to construct a replacement facility on Parcel B for the existing Homestead Fire Rescue Station No. 16.

Parcel C is approximately 86,967 square feet of improved land located at the northern one-third portion of the City-owned property, located at 326 N.W. 3 Avenue, Homestead, containing three (3) one-story concrete block structures leased to Miami Bridge, Inc., for the purpose of providing emergency shelter, food and counseling for at-risk youths and their families. The lease term is thirty (30) years, beginning July 15, 1990, and terminating June 30, 2020, with an option to renew the lease for an additional thirty (30) years. The current annual rent is $2,500.00 and the option to renew provides for an increase in rent to $3,000.00 per year.

Parcel C is not needed for operation of the fire station, and General Services Administration will retain Parcel C. The Agreement for Exchange of Property provides for this lease to be assigned to the County. An Assignment of Lease Agreement transfers the Business Lease, dated July 15, 1990, between the City of Homestead and Miami Bridge, Inc. to Miami-Dade County. The Lessee, Miami Bridge Inc., a Florida Non Profit Corporation, acknowledges and consents to the Assignment.

JUSTIFICATION:

In an effort to provide more effective and efficient emergency service, the Miami-Dade Fire Rescue Department is constructing a replacement facility for the existing Homestead Fire Rescue Station No. 16. On January 26, 2009, the City Council of the City of Homestead adopted Resolution No. R2009-01-06, granting site plan approval for the development of a 12,308 square foot fire rescue station on approximately 1.03 acres of land located at 255 N.W. 4th Avenue. The station is considered to be one of the busiest stations in the County. The existing structure has deteriorated resulting in an unsuitable environment for emergency personnel. Furthermore, the space is inadequate for daily operational procedures.

The replacement station is being constructed adjacent to the existing station and consists of a one-story, 12,038 square foot structure capable of accommodating up to twelve (12) firefighters and paramedics 24 hours a day, 7 days a week. Upon completion of the new facility, emergency personnel and equipment will be relocated and the existing structure will serve as an ancillary use (offices, training rooms, community meetings and classes) to the new facility. Throughout the overall process, fire and rescue emergency services will not be interrupted.

The replacement station will provide emergency personnel with adequate living conditions and will allow for additional rescue and suppression apparatus to be housed in the facility. The new facility was designed in a manner compatible and consistent with the City's vision towards future developments by incorporating designs and features that complement the surrounding neighborhood.

Pursuant to Florida Statutes 125.37, this property exchange has been publicly advertised. Such conveyance would be subject to a closing, including documentation of updated title, no liens or encumbrances, and affidavits of ownership.

FISCAL IMPACT/
FUNDING SOURCES:

The land is being exchanged; therefore, there is no acquisition cost to the County.

The replacement station is a funded project within the MDFR Budget and Multi-Year Capital Plan. The budget for the design and construction of the station is $2.87 million, Index Code CPE103FR1016. Construction is underway and the scheduled completion date is December 6, 2011. Operating costs for the existing units at the station, which include an engine, a ladder, a rescue vehicle and a tended brush truck, are approximately $6.8 million per year and available from the MDFR Operating Budget, Index Code FREOPS012002. Maintenance costs are estimated at $40,000 per year and are provided from the Fire Rescue District, Index Code FREFMG012015.

TRACK RECORD:	The County has no record of negative contract performance issues with the City of Homestead or Miami Bridge, Inc.
MANAGING DEPARTMENT:	General Services Administration
MONITOR:	Shannon Clark, Real Estate Officer
DELEGATED AUTHORITY:	Authorizes the County Chairperson or Vice Chairperson to execute and record a County Deed.
COMMENTS:	On May 18, 2011 the City of Homestead City Council adopted Resolution No. R2011-05-42, authorizing the exchange of parcels with Miami-Dade County, Florida, according to the terms and conditions of the Agreement for Exchange of property between Miami-Dade County, Florida, and the City of Homestead.

Wendi J. Norris, Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: September 1, 2011

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(F)(1)(C)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

7

Approved_____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(C)
9-1-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXCHANGE OF COUNTY-OWNED PROPERTY LOCATED AT 305 S.E. 6 AVENUE, HOMESTEAD, WITH AN ASSESSED MARKET VALUE OF $1,370,498 IN EXCHANGE FOR PROPERTY FROM THE CITY OF HOMESTEAD LOCATED AT 326 N.W. 4 STREET, HOMESTEAD, WITH AN ASSESSED MARKET VALUE OF $1,170,445; AND AUTHORIZING THE COUNTY CHAIRPERSON OR VICE CHAIRPERSON TO EXECUTE A COUNTY DEED

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, this Board finds that pursuant to Section 125.37 of the Florida Statutes this exchange of property serves the best interest of the County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board incorporates the prior recital, and hereby approves the acceptance of a Quit-Claim Deed from the City of Homestead and approves the execution of a County Deed to the City of Homestead; all in substantial accordance with the deeds attached hereto and made a part hereof; and authorizing the Board of County Commissioners acting by the Chairperson or Vice Chairperson of said Board to execute said County Deed on behalf of Miami-Dade County.

Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or the County Mayor's designee to record the instruments of conveyance accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of September, 2011. This Resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override of this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by the County Attorney
as to form and legal sufficiency.

Jorge Martinez-Esteve

AGREEMENT FOR EXCHANGE OF PROPERTY

This **Agreement for Exchange of Property** (this "Agreement") is entered into as of this _____ day of _____, 2011, by and between MIAMI-DADE COUNTY, a political subdivision within the State of Florida, hereinafter referred to as "County," and CITY OF HOMESTEAD, a municipality of the State of Florida, hereinafter referred to as the "City," whose address is 790 N. Homestead Blvd., Homestead, Florida 33030.

WITNESSETH, that for and in consideration of the mutual covenants herein described, the parties hereto agree as follows:

1. County agrees to convey by County Deed the following legally described County-owned property to the City:

See attached Exhibit "A" (the "County Property")

In exchange for the above transfer of County Property, City hereby agrees to convey by City Quit Claim Deed the following legally-described property to County:

See attached Exhibit "B" (the "City Property")

2. City represents that it owns the fee simple title to the City Property and agrees to convey good, marketable, and insurable title subject only to those permitted title exceptions, if any, made a part of this Agreement and any other matters which are not objectionable to County by a good and sufficient deed in accordance with Section 689.02, Florida Statutes. The grantee in City's Quit Claim Deed shall be Miami-Dade County, a political subdivision of the State of Florida.

3. County represents that it owns the fee simple title to the County Property and agrees to convey good, marketable, and insurable title subject only to those permitted title exceptions, if any, made a part of this Agreement and any other matters which are not objectionable to City by a good and sufficient deed in accordance with Section 689.02, Florida Statutes. The grantee in County's Deed shall be City of Homestead, a municipality of the State of Florida.

4. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners. Such actions shall not be effective until: a) such time as the Mayor indicates approval of such Commission action; or, b) such action otherwise becomes effective by the lapse of ten (10) days without the Mayor's veto. In the event that the Mayor vetoes the Commission action, the Commission action shall not be effective in the absence of an override of the Mayor's veto at the next regularly scheduled meeting of the Board after the veto occurs. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion.

The effectiveness of this Contract is contingent upon approval by the City Council of the City of Homestead as required under its code of ordinances.

5. AD VALOREM TAXES. City acknowledges that County is a political subdivision of the State of Florida and is exempt from payment of ad valorem taxes. County acknowledges that City is a municipality of the State of Florida and is exempt from payment of ad valorem taxes.

6. TITLE INSURANCE. County may obtain, at County's sole cost and expense, an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida and approved by Miami-Dade County, insuring marketable title to the City Property. It shall be required that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, City shall have thirty (30) days from receipt of written notice from County to cure the designated defects. City hereby agrees to use reasonable diligence to cure said defects. If City is unable, after reasonable diligence, to make the title good, marketable, insurable, and acceptable to County, then this Agreement shall be rendered null and void and both County and City shall be released of all obligations hereunder, except that County may waive any defects and proceed with closing at County's option.

7. TITLE INSURANCE. City may obtain, at City's sole cost and expense, an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the

State of Florida and approved by Miami-Dade County, insuring marketable title to the County Property. It shall be required that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, County shall have thirty (30) days from receipt of written notice from City to cure the designated defects. County hereby agrees to use reasonable diligence to cure said defects. If County is unable, after reasonable diligence, to make the title good, marketable, insurable, and acceptable to City, then this Agreement shall be rendered null and void and both City and County shall be released of all obligations hereunder, except that City may waive any defects and proceed with closing at City's option.

8. INSPECTIONS/HAZARDOUS MATERIALS. County shall have a right to conduct an environmental audit of the City Property which meets the requirements of the Department of Environmental Resources Management (DERM) and shall also conduct any tests recommended by DERM to determine the existence and extent, if any, of Hazardous Materials on the Property in violation of any laws, ordinances, rules, or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material, or waste; it shall also include solid waste or debris of any kind. If the environmental audit or other tests conducted confirm the presence of Hazardous Materials on the City Property, County may elect to terminate this Agreement and both County and City shall be released from all further obligations hereunder.

9. INSPECTIONS/HAZARDOUS MATERIALS. City shall have a right to conduct an environmental audit of the County Property which meets the requirements of the Department of Environmental Resources Management (DERM) and shall also conduct any tests recommended by DERM to determine the existence and extent, if any, of Hazardous Materials on the Property in violation of any laws, ordinances, rules, or restrictions of any governmental authority having jurisdiction. If the environmental audit or other tests conducted confirm the presence of Hazardous Materials on the County Property, City may elect to terminate this Agreement and both City and

County shall be released from all further obligations hereunder.

10. SURVEY. No later than 30 days prior to the closing date, either County or City may obtain at its sole cost and expense, a current certified survey of the other Party's Exchange Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Party that has requested it and the title insurer and date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by the respective Party and its title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the survey shows any encroachment on either Property or that any improvements on either Property encroach on the land of others, the same shall be regarded as a title defect. If either Party fails to cure any such encroachment the other Party may elect to terminate this contract and neither Party shall have any further obligations under this contract or that Party may waive the defect(s) and proceed with the closing.

11. TENANCIES. City represents to the best of its knowledge that no person is living on or occupying the City Property, except for Miami Bridge, Inc. who uses and occupies a portion of the City Property as a shelter for needy children, pursuant to a Business Lease between the City of Homestead and Miami Bridge, Inc., dated July 15, 1990, attached hereto as Exhibit "C" and Miami-Dade County who uses and occupies a portion of the City Property as a fire rescue station, pursuant to an Agreement between the City of Homestead and Miami-Dade County dated September 19, 1978, attached hereto as Exhibit "D," provided, however, that at Closing, the City shall assign the Business Lease with Miami Bridge, Inc. to the County, and the City shall terminate the Agreement with Miami-Dade County. The City represents that there are no other leases, or agreements and understandings affecting possession, use, or occupancy of the City Property.

County represents to the best of its knowledge that no person is living on or occupying the County Property, except for the City of Homestead who uses and occupies the County Property for a City administration building and motor pool, pursuant to a Lease Agreement between Miami-Dade County and the City of Homestead, dated May 15, 1975, attached hereto as Exhibit "E," and the Amendment to Lease dated February 2, 1991, attached hereto as Exhibit "F," provided however, that at

Closing, the County shall terminate both the Lease Agreement and the Amendment to Lease. The County represents that there are no other leases or other agreements and understandings affecting possession, use, or occupancy of the County Property.

12. LIENS. Certified municipal and County liens, if any, on the City Property shall be paid in full by City. If a pending lien has been filed against the City Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by City. Certified municipal and County liens, if any, on the County Property shall be paid in full by County. If a pending lien has been filed against the County Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by County.

13. CLOSING. The closing of this transaction shall be completed within forty-five (45) days of the Effective Date of this Agreement unless otherwise extended, as mutually agreed upon by both County and City or as otherwise provided herein; provided, however, that all contingencies and all other terms and conditions have been satisfied. The precise date, time, and place of closing shall be set by the parties hereto.

14. TIME. County and City mutually agree to fully and timely execute such papers as deemed necessary by County's and City's attorneys to complete the conveyance. Time is of the essence with regard to all dates or times set forth in this Agreement. All obligations are subject to Acts of God or Nature or any other occurrence which is beyond the control of City or County.

15. BROKERS. The City and County warrant and represent that they have not dealt with any broker or agents in connection with this Agreement.

16. LOSS. All risk of loss to the City Property shall be borne by City until transfer of title. All risk of loss to the County Property shall be borne by County until transfer of title.

17. ACCESS. City warrants and represents that there is legal ingress and egress to the City Property. County warrants and represents that there is legal ingress and egress to the County Property.

18. DISCLOSURE. Both parties warrant that there are no facts known to either which materially affect the value of the City Property or the County Property which have not been disclosed or which are not readily observable.

19. DEFAULT. Unless otherwise provided herein, if either party defaults under this Agreement, the other party may waive the default and proceed to closing, seek specific performance, or refuse to close, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from the other party's default.

20. SUCCESSORS IN INTEREST. This Agreement shall be binding on the heirs, successors, and assigns of the respective parties hereto.

21. NOTICE. All communications regarding this transaction shall be made in writing and shall be deemed given when delivered in person or deposited with the U.S. Postal Service, postage prepaid for certified mail, return receipt requested, or upon transmission of a facsimile [provided that a copy is delivered or deposited in the manner specified above within twenty-four (24) hours] properly directed to:

COUNTY: Wendi J. Norris, Director
General Services Administration
Miami-Dade County
111 NW 1st Street, Suite 2410
Miami, Florida 33128-1909

CITY: City Manager
City of Homestead
790 N. Homestead Blvd.
Homestead, Florida 33030

22. RECORDING. This Agreement or notice thereof may be recorded by County in the minutes of the Clerk of the Board of County Commissioners, Miami-Dade County, Florida, and by City in the minutes of the Clerk of the City Council of the City of Homestead, but not recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

23. ASSIGNMENT. Neither this Agreement nor any interest therein shall be assigned by either City or County without the express written consent of each other.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

25. SURVIVAL. The covenants, warranties, representations, indemnities, and undertakings of City and County set forth in this Agreement shall survive the closing, delivery, and recording of the deeds described in paragraph 1 herein.

IN WITNESS WHEREOF, County and City have duly executed this Agreement as of the day and year above written.

(OFFICIAL SEAL)

ATTEST: HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

_____
Date

Approved as to form
and legal sufficiency:

_____
Assistant County Attorney

ATTEST: CITY CLERK

CITY OF HOMESTEAD

By: _____
City Clerk

By: _____

_____
Date

Approved as to form
and legal sufficiency:

(CORPORATE SEAL)

_____
City Attorney

EXHIBIT "A"

COUNTY PROPERTY

The South ½ of the Southeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 18, Township 57 South, Range 39 East, lying and being in Miami-Dade County, Florida.

EXHIBIT "B"

CITY PROPERTY

All of Block 2, Fiske Manor, according to the plat thereof as recorded in Plat Book 15, Page(s) 63, Public Records of Miami-Dade County, Florida.

ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF LEASE AGREEMENT (this "Assignment") is hereby made and entered into to be effective the ____ day of _____, 2011 (the "Effective Date"), by and between CITY OF HOMESTEAD, FLORIDA, a Florida municipal corporation (the "Assignor"), and MIAMI-DADE COUNTY, FLORIDA, a political subdivision within the State of Florida (the "Assignee") (collectively referred to as the "Parties").

W I T N E S S E T H

WHEREAS, the Assignor is the "Lessor" under that certain Business Lease, dated effective July 15, 1990, and covering the following property: North ½ of Block 2, Fiske Manor, Plat Book 15, Page 63 of the Public Records of Dade County, Florida. Approximately 286,800 feet times 606 feet (referred to herein as the "Premises"), a copy of which is attached as Exhibit "A" and incorporated herein for all purposes (hereinafter referred to as the "Lease"); and

WHEREAS, the Assignor has agreed to assign, and the Assignee has agreed to accept, assignment, upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests the Assignor may have in and to the Lease;

NOW THEREFORE, for and in consideration the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignor hereby ASSIGNS, TRANSFERS, DELIVERS, and CONVEYS, and by these presents does ASSIGN, TRANSFER, DELIVER, and CONVEY, to Assignee all of Assignor's rights, title, interests, benefits, privileges, duties, and liabilities in and to the Lease, including, but not limited to, all security deposits received pursuant to the terms of the Lease, subject to all conditions, reservations, and limitations contained in the Lease.

2. TO HAVE AND TO HOLD, unto Assignee, its legal representatives, successors, and assigns forever, Assignor does hereby bind itself, its legal representatives, successors, and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Lease unto Assignee, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or attempting to claim the same, or any part thereof.

3. By its execution hereof, Assignee hereby assumes, accepts, covenants and agrees to perform any and all of the obligations, terms, covenants and conditions of Assignor as set forth in the Lease according to the terms set forth therein.

4. Assignor hereby agrees to indemnify, hold harmless, and defend Assignee, its directors, shareholders, officers, agents, attorneys, successors, affiliated companies, and assigns against any and all losses, claims, damages, liabilities, and expenses related to the Lease, including reasonable attorneys' fees, occurring before the Effective Date of this Assignment.

5. The Parties hereby warrant and represent, each to the other, that each party has taken all action required to be taken to authorize the execution of this Assignment in the capacity indicated.

6. All the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns.

7. This Assignment may be executed in multiple counterparts, including by facsimile signature, and all such counterparts shall together be deemed to constitute one final agreement as if signed by all the Parties. Each counterpart shall be deemed an original.

THIS ASSIGNMENT IS MADE PURSUANT TO AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND APPLICABLE FEDERAL LAW. THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN MIAMI-DADE COUNTY, FLORIDA, SHALL HAVE JURISDICTION OVER ALL MATTERS ARISING UNDER THIS ASSIGNMENT AND SHALL BE THE EXCLUSIVE FORUM IN WHICH TO ADJUDICATE SUCH MATTERS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Parties have set their hands effective the date first written above.

ASSIGNOR:

Attest:

CITY OF HOMESTEAD, FLORIDA,
a Florida municipal corporation

By: _____
City Clerk

By: _____
Name: _____
Title: City Manager of City of Homestead

Approved as to form and legal sufficiency

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

By: _____
City Attorney

ASSIGNEE:

(OFFICIAL SEAL)

ATTEST: HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

_____
Date

Approved as to form
and legal sufficiency:

_____
Assistant County Attorney

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Exhibit "A"

Business Lease

THIS AGREEMENT, entered into this 15th day of July, 19 90

between the CITY OF HOMESTEAD, a municipal corporation

, hereinafter called the lessor,

party of the first part, and MIAMI EPISCP., INC., a Florida non-profit corporation,

of the County of Dade and State of Florida

hereinafter called the lessee or tenant, party of the second part:

WITNESSETH, That the said lessor does this day lease unto said lessee, and said lessee does hereby hire and take as tenant under said lessor Room or Space

No. 326 NW 4th Street

situate in Homestead Florida, to be used and occupied by the lessee as

shelter for needy children and for no other purposes or uses whatsoever, for

the term of thirty (30) years, subject and conditioned on the provisions of

clause ten of this lease beginning the 15th day of July

1990, and ending the 30th day of June, 2020,

at and for the agreed total rental of Seventy Thousand ($70,000.00)

Dollars, payable as follows:

all payments to be made to the lessor on the first day of each and every month in advance without demand at the office of in the City of or at such other place and to such other person, as the lessor may from time to time designate in writing.

The following express stipulations and conditions are made a part of this lease and are hereby assented to by the lessee:

FIRST: The lessee shall not assign this lease, nor sub-let the premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the lessor, and all additions, fixtures or improvements which may be made by lessee, except movable office furniture, shall become the property of the lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease.

SECOND: All personal property placed or moved in the premises above described shall be at the risk of the lessee or owner thereof, and lessor shall not be liable for any damage to said personal property, or to the lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whatsoever.

THIRD: That the tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, at own cost and expense.

FOURTH: In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenantable, then the lessor shall have the right to render said premises tenantable by repair within ninety days thereafter. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

FIFTH: The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the lessee to comply with the terms of said lease, or any of said rules and regulations now in force, or which may be hereafter prescribed by the lessor, shall at the option of the lessor, work a forfeiture of this contract, and all of the rights of the lessee hereunder, and thereupon the lessor, his agents or attorneys, shall have the right to enter said premises, and remove all per-

AD CU-05-21

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Any further rules and regulations made by the lessor shall be consistent with other terms of this lease and shall be adopted only after due notice is given to the lessee and due process is followed in accordance with applicable law.

sons therefrom forcibly or otherwise, and the lessee thereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in the event of a violation of any of the terms of this lease, or of said rules and regulations, now in existence, or which may hereafter be made, said lessor, his agent or attorneys, may immediately re-enter said premises and dispossess lessee without legal notice or the institution of any legal proceedings whatsoever.

SIXTH: If the lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the lessee, by force or otherwise, without being liable in any way therefor, and relet the premises with or without any furniture that may be therein, as the agent of the lessee, at such price and upon such terms and for such duration of time as the lessor may determine, and receive the rent therefor, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by lessor over and above the expenses to lessor in such re-letting, the said lessee shall pay any deficiency, and if more than the full rental is realized lessor will pay over to said lessee the excess of demand.

SEVENTH: Lessee agrees to pay the cost of collection and ten per cent attorney's fee on any part of said rental that may be collected by suit or by attorney, after the same is past due.

EIGHTH: The lessee agrees that he will pay all charges for rent, gas, electricity or other illumination, and for all water used on said premises, and should said charges for rent, light or water herein provided for at any time remain due and unpaid for the space of five days after the same shall have become due, the lessor may at its option consider the said lessee tenant at sufferance and immediately re-enter upon said premises and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

NINTH: The said lessee hereby pledges and assigns to the lessor all the furniture, fixtures, goods and chattels of said lessee, which shall or may be brought or put on said premises as security for the payment of the rent herein reserved, and the lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said lessor, and does hereby agree to pay attorney's fees of ten percent of the amount as collected or found to be due, together with all costs and charges therefore incurred or paid by the lessor.

TENTH: It is hereby agreed and understood between lessor and lessee that in the event the lessor decides to remodel, alter or demolish all or any part of the premises leased hereunder, or in the event of the sale or long term lease of all or any part of the [redacted] including this space, the lessee hereby agrees to vacate same upon receipt of sixty (60) days' written notice and the return of any advance rental paid on account of this lease.

It being further understood and agreed that the lessee will not be required to vacate said premises during the winter season: namely, November first to May first, by reason of the above paragraph.

ELEVENTH: The lessor, or any of his agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this agreement, or to the rules and regulations of the building.

TWELFTH: Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement, and to make good to said lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixtures, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of lessee, or of any person or persons in the employ or under the control of the lessee.

THIRTEENTH: It is expressly agreed and understood by and between the parties to this agreement, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building.

FOURTEENTH: If the lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the lessee, before the end of said term the lessor is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without effecting lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this contract.

FIFTEENTH: Lessee hereby waives and renounces for himself and family any and all homestead and exemption rights he may have now, or hereafter, under or by virtue of the constitution and laws of the State of Florida, or of any other State, or of the United States, as against the payment of said rental or any portion hereof, or any other obligation or damage that may accrue under the terms of this agreement.

SIXTEENTH: This contract shall bind the lessor and its assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be, of the lessee.

SEVENTEENTH: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

EIGHTEENTH: It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the lessee and written notice mailed or delivered to the office of the lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this contract.

NINETEENTH: The rights of the lessor under the foregoing shall be cumulative, and failure on the part of the lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

TWENTIETH: It is further understood and agreed between the parties hereto that any charges against the lessee by the lessor for services or for work done on the premises by order of the lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

TWENTY-FIRST: It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the lessor for approval before installation of same.

TWENTY-SECOND. The lessor and the lessee agree that the lessee shall have an option to renew this lease at the end of the thirty (30) yr. period for an additional thirty (30) years. Said option, if exercised by the lessee, shall be in the amount of $3,000.00 per year and shall be payable as set forth above. Said option shall be exercised no less than sixty (60) days prior to the termination of said thirty (30) year period.

TWENTY-THIRD. The lessee agrees to include the lessor as an additional insured on all insurance policies held by the lessee on the premises.

TWENTY-FOURTH. The lessee hereby agrees as a term and condition of this lease to employ at least fifty percent (50%) of all paid employees working at the Homestead facility at [redacted] have address from the Homestead/Florida City community. This is defined as a region bounded by SW 177nd Street to the north and the [redacted] County line to the south.

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TWENTY-FIFTH. That the lessee hereby agrees to design and construct a facility on the premises for the care and shelter of needy children in the area and the lessee further agrees that at the termination of this lease all improvements on the premises shall revert to the ownership of lessor. This paragraph shall pertain not only to this lease, but any renewal thereof.

TWENTY-SIXTH. That the lessee agrees that while it does not have total control over who is assigned to its shelters, it covenants to faithfully serve the South Dade service area to the best of its ability.

TWENTY-SEVENTH. That the lessee shall provide to the lessor copies of its annual report to show to the lessor that the lessee has met its responsibilities under this lease and under the Letter of Intent dated June 27, 1990, a copy of which is attached hereto and made a part of this lease.

TWENTY-EIGHT. That the legal description of the property, which is leased by the lessor to the lessee under the terms and conditions of this lease is as follows:

North 1/2 of Block 2, FISKE MANOR, Plat Book 15, Page 63 of the Public Records of Dade County, Florida. Approximately 286,800 feet times 606 feet.

TWENTY-NINTH. That should the lessee not initiate and complete the construction of the proposed facilities on the property by June 30, 1992, then the lessee shall be deemed to have defaulted under the terms and conditions of this lease and the lease shall be canceled and the property shall revert to the control of the lessor.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

Signed, sealed and delivered in the presence of:

Pamela Prokaski	CITY OF HOMESTEAD By: [signature] (Seal Alex Muxo, Jr., City Manager
As to Lessor	(Seal Lessor
Denice M Kothman	MIAMI BRIDGE, INC. By [signature] (Seal Pauline Thurston, Executive Director
As to Lessee	(Seal Lessee

STATE OF FLORIDA,
County of Dade

Before me, a Notary Public in and for said State and County, personally came Maxine Thurston + Cely Mills to me well known and known to be the persons named in the foregoing lease, and they acknowledged that they executed the same for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 28th day of October 1991.

Valva J. Burch, Notary Public
County of Dade, State of Florida
My Commission Expires Mar. 6, 1994

My commission expires

[signature]
Notary Public, State of Florida at Large.

This Instrument prepared by:
Address

MOCH 012

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STATE OF FLORIDA,
County of Dade

Before me, a Notary Public in and for said State and County, personally came Maxine Thurston to me well known and known to be the person named in the foregoing lease, and she acknowledged that she executed the same for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 3rd day of August, 1950.

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 21, 1951.
My commission expires: Notary Public unassigned.

Olive M. Rodman
Notary Public, State of Florida at Large

RAMCO'S FORM 2A-B

Business Property Lease

To

Expires _____, 19__

OCM 012

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LESSEE'S CONSENT

MIAMI BRIDGE YOUTH AND FAMILY SERVICES, INC., a Florida not-for-profit corporation (the "Lessee"), hereby acknowledges that it is the true and lawful tenant of the Premises, that they are the Lessee identified in the Lease, and that it hereby consents, attorns, and agrees to this Assignment. Nothing in this instrument shall be considered to release, waive, or abrogate Assignor's obligations under the Lease.

LESSEE:

MIAMI BRIDGE YOUTH AND
FAMILY SERVICES, INC.,
a Florida not-for-profit corporation

By: Mary J. Andrews
Name: MARY J. ANDREWS
Title: EXECUTIVE DIRECTOR

This instrument prepared by:
WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

after recording return to:

Miami-Dade County
General Services Administration
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128

Tax Folio No. 1078130090220
User Dept.: Fire Rescue/General Services Administration

QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, executed this ____ day of _____, 2011, from CITY OF HOMESTEAD, FLORIDA, a Florida municipal corporation, whose mailing address is 790 N. Homestead Boulevard, Homestead, Florida 33030, hereinafter referred to as "Grantor", and MIAMI-DADE COUNTY, FLORIDA, a political subdivision within the State of Florida, whose mailing address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, hereinafter referred to as "Grantee".

(Wherever used herein, the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of Corporations.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS, and other good and valuable considerations, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in Miami-Dade County, Florida, to-wit:

LEGAL DESCRIPTION

All of Block 2, FISKE MANOR, according to the plat thereof as recorded in Plat Book 15, Page(s) 63, Public Records of Miami-Dade County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Attest:

CITY OF HOMESTEAD, FLORIDA,
a Florida municipal corporation

By: _____
City Clerk

By: _____
Name: _____
Title: City Manager of City of Homestead

Approved as to form and legal sufficiency

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

By: _____
City Attorney

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

The foregoing instrument was sworn to and acknowledged before me this ____ day of _____, 2011, by _____, as City Manager of CITY OF HOMESTEAD, FLORIDA, a Florida municipal corporation, who (check one) [ ] is personally known to me or [ ] has produced a Florida drivers license as identification.

_____
Notary Public, State of Florida

_____
Print Name

My Commission Expires:

The foregoing was authorized by Resolution No.: R-_____ approved by the City Council of the City of Homestead, Florida, on the ____ day of _____, 2011.

Instrument prepared under the direction of
Jorge Martinez-Esteve, Assistant County Attorney:
Miami-Dade County, County Attorney's Office
111 N.W. 1 Street, Suite 2800
Miami, Florida 33128-1907

Folio No. : 10-7918-000-0190

----------{(SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA) ----------

COUNTY DEED

THIS DEED, made this day of , 2011, by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and CITY OF HOMESTEAD, FLORIDA, a Florida municipal corporation, party of the second part, whose address is: 790 North Homestead Boulevard, Homestead, Florida 33030.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

LEGAL DESCRIPTION

The South ½ of the Southeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 18, Township 57 South, Range 39 East, lying and being in Miami-Dade County, Florida.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice Chairperson of said Miami-Dade County, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Joe A. Martinez, Chairman

Approved for legal sufficiency: _____

The foregoing was authorized by Resolution No.: R-_____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2011.

CITY OF HOMESTEAD, FLORIDA

RESOLUTION NO. R2011-05-42

A RESOLUTION OF THE CITY OF HOMESTEAD, FLORIDA, **AUTHORIZING THE EXCHANGE OF PARCELS WITH MIAMI-DADE COUNTY, FLORIDA, ACCORDING TO THE TERMS AND CONDITIONS OF THE AGREEMENT FOR EXCHANGE OF PROPERTY BETWEEN MIAMI-DADE COUNTY, FLORIDA, AND THE CITY OF HOMESTEAD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR EXCHANGE OF PROPERTY; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE AGREEMENT FOR EXCHANGE OF PROPERTY AND TO FINALIZE AND SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION;** AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County is the owner of a parcel of land as legally described and shown on the sketch attached hereto as Exhibit "A" (the "County Property"); and

WHEREAS, the City is the owner of a parcel of land as legally described and shown on the sketch attached hereto as Exhibit "B" (the "City Parcel"); and

WHEREAS, the County proposes to swap and convey the County Parcel to the City in accordance with the terms and conditions of the Agreement for Exchange of Property between Miami-Dade County and the City of Homestead, attached hereto as Exhibit "C" (the "Agreement"). The legal descriptions of the parcels to be exchanged are also set forth in the attached Agreement; and

WHEREAS, the City desires to swap and convey the City Parcel to the County in accordance with the terms and conditions of the Agreement, a copy of which is attached hereto as Exhibit "C"; and

WHEREAS, the City finds that the exchange of parcels with the County is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of the Agreement for Exchange of Property. That the exchange of parcels is hereby authorized and approved in accordance with the terms and conditions of the Agreement for Exchange of Property between Miami-Dade County and the City of Homestead, in substantially the form as attached hereto as Exhibit "C" (the "Agreement"), and the City Manager is hereby authorized to execute the Agreement.

Section 3. Implementation of the Agreement for Exchange of Property. That the City Manager and City Attorney are authorized to take all action necessary to implement the Agreement and to finalize and sign all documents necessary to complete the exchange transaction.

Section 4. Effective Date. That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 18th day of May, 2011.

STEVEN C. BATEMAN
Mayor

ATTEST:

Elizabeth Sewell
City Clerk

CERTIFIED COPY
CITY CLERK
CITY OF HOMESTEAD
DATE: 5-23-11

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR
THE USE AND RELIANCE OF THE CITY ONLY:

WEISS, SEROTA, HELFMAN, PASTORIZA, COLE & BONISKE P.L.
City Attorney

Motion to adopt by Councilman Burgess, seconded by Vice Mayor Waldman.

FINAL VOTE AT ADOPTION

Mayor Steven C. Bateman	*YES*
Vice Mayor Judy Waldman	*YES*
Councilman Jon Burgess	*YES*
Councilwoman Wendy Lobos	*YES*
Councilman Elvis R. Maldonado	*YES*
Councilman Stephen R. Shelley	*YES*
Councilman Jimmie L. Williams, III	*ABSENT*

EXHIBIT "A"

COUNTY PROPERTY

The South ½ of the Southeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 18, Township 57 South, Range 39 East, lying and being in Miami-Dade County, Florida.

EXHIBIT "B"

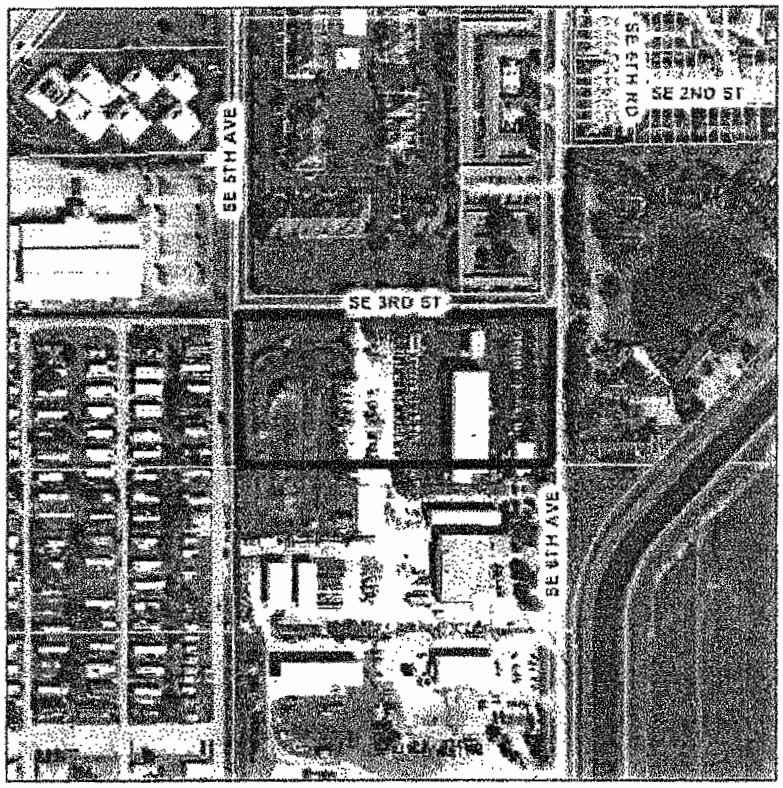
CITY PROPERTY

All of Block 2, Fiske Manor, according to the plat thereof as recorded in Plat Book 15, Page(s) 63, Public Records of Miami-Dade County, Florida.

My Home
Miami-Dade County, Florida

MIAMI-DADE

Property Information Map



Aerial Photography - 2009 0 163 ft

This map was created on 11/5/2010 3:57:24 PM for reference purposes only.

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Summary Details:

Folio No.:	10-7918-000-0190
Property:	305 SE 6 AVE
Mailing Address:	MIAMI-DADE COUNTY GSA R/E MGMT HOMESTEAD LESSEE 111 NW 1 ST STE 2460 MIAMI FL 33128-1929

Property Information:

Primary Zone:	9200 GENERAL USE
CLUC:	0047 DADE COUNTY
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	17,225
Lot Size:	5 ACRES
Year Built:	1994
Legal Description:	18 57 39 5 AC S1/2 OF SE1/4 OF NE1/4 OF SW1/4 LOT SIZE IRREGULAR

Assessment Information:

Year:	2010	2009
Land Value:	$475,000	$475,000
Building Value:	$895,498	$929,053
Market Value:	$1,370,498	$1,404,053
Assessed Value:	$1,370,498	$1,404,053

Taxable Value Information:

Year:	2010	2009
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$1,370,498/ $0	$1,404,053/ $0
County:	$1,370,498/ $0	$1,404,053/ $0
City:	$1,370,498/ $0	$1,404,053/ $0
School Board:	$1,370,498/ $0	$1,404,053/ $0

My Home
Miami-Dade County, Florida

MIAMI-DADE

Property Information Map

Aerial Photography - 2009 0 159 ft

This map was created on 10/18/2010 2:27:27 PM for reference purposes only.

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Summary Details:

Folio No.:	10-7813-003-0220
Property:	326 NW 4 ST
Mailing Address:	CITY OF HOMESTEAD % MILLIGAN CITY CLERK 790 N HOMESTEAD BLVD HOMESTEAD FL 33030-6212

Property Information:

Primary Zone:	8500 CITY PROPERTY
CLUC:	0040 MUNICIPAL
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	9,948
Lot Size:	3.98 ACRES
Year Built:	1959
Legal Description:	FISKE MANOR PB 15-63 ALL BLK 2 LOT SIZE 286.800 X 606

Assessment Information:

Year:	2010	2009
Land Value:	$695,204	$936,173
Building Value:	$475,241	$501,691
Market Value:	$1,170,445	$1,437,864
Assessed Value:	$1,170,445	$1,437,864

Taxable Value Information:

Year:	2010	2009
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$1,170,445/ $0	$1,437,864/ $0
County:	$1,170,445/ $0	$1,437,864/ $0
City:	$1,170,445/ $0	$1,437,864/ $0
School Board:	$1,170,445/ $0	$1,437,864/ $0

PARENT TRACT

WARRANTY DEED BOOK 2160 PAGE 238 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

BLOCK 2 OF FISKE MANOR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 63 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

PARCELS TO BE APPROVED

PARCEL A

A PARCEL OF LAND LYING IN BLOCK 2, FISKE MANOR ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 63, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 2, BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF NW 4TH AVENUE, HAVING A 50 FOOT RIGHT-OF-WAY, AND THE NORTH RIGHT-OF-WAY LINE OF NW 2ND STREET, HAVING A 40 FOOT RIGHT-OF-WAY AS SAID SOUTH RIGHT-OF-WAY LINE OF NW 2ND STREET WAS LAID OUT ON SAID PLAT OF FISKE MANOR; THENCE N 00°25'56" E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF NW 4TH AVENUE AND THE WEST LINE OF SAID BLOCK 2, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NW 41ST AVENUE, A DISTANCE OF 307.13 FEET; THENCE S 89°34'04" E, A DISTANCE OF 166.99 FEET; THENCE S 00°25'56" W, A DISTANCE OF 19.50 FEET; THENCE S 89°34'04" E, ALONG THE NORTH LINE OF SAID BLOCK 2 AND THE WEST RIGHT-OF-WAY LINE OF NW 3RD AVENUE, HAVING A 50 FOOT RIGHT-OF-WAY, AS SAID SOUTH RIGHT-OF-WAY LINE OF NW 2ND STREET, HAVING A 40 FOOT RIGHT-OF-WAY, AS LAID OUT ON SAID PLAT; THENCE S 00°25'56" W, ALONG THE EAST LINE OF SAID BLOCK 2 AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 107.13 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE N 89°34'04" W, ALONG THE SOUTH LINE OF SAID BLOCK 2 AND THE NORTH RIGHT-OF-WAY LINE OF NW 2ND STREET, HAVING A 40 FOOT RIGHT-OF-WAY, AS LAID OUT ON SAID PLAT, A DISTANCE OF 286.64 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 2 AND THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 41867.01 SQUARE FEET OR 0.9610 ACRES OF LAND MORE OR LESS.

PARCEL B

A PARCEL OF LAND LYING IN BLOCK 2, FISKE MANOR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 63, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF SAID BLOCK 2; THENCE N 00°25'56" E, A CHORD BEARING (BASED ON THE NORTH AMERICAN DATUM, FLORIDA EAST ZONE), ALONG THE WEST LINE OF SAID BLOCK 2, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NW 41ST AVENUE, HAVING A 50 FOOT RIGHT-OF-WAY AS LAID OUT ON SAID PLAT, FOR A DISTANCE OF 107.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°25'56" E, ALONG SAID WEST LINE AND EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 166.20 FEET; THENCE S 89°34'04" E, A DISTANCE OF 286.64 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 2 AND THE WEST RIGHT-OF-WAY LINE OF NW 3RD AVENUE, HAVING A 50 FOOT RIGHT-OF-WAY AS LAID OUT ON SAID PLAT; THENCE S 00°25'56" W, ALONG SAID EAST LINE OF BLOCK 2 AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 146.43 FEET; THENCE N 44°34'04" W, A DISTANCE OF 28.28 FEET; THENCE N 89°34'04" W, A DISTANCE OF 258.36 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 41867.01 SQUARE FEET OR 0.9610 ACRES OF LAND, MORE OR LESS.

PARCEL C

A PARCEL OF LAND LYING IN BLOCK 2, FISKE MANOR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 63, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 2; THENCE N 00°25'56" E, ALONG THE WEST LINE OF SAID BLOCK 2 AND THE EAST RIGHT-OF-WAY LINE OF NW 41ST AVENUE, HAVING A 50 FOOT RIGHT-OF-WAY AS LAID OUT ON SAID PLAT, FOR A DISTANCE OF 307.13 FEET; THENCE S 89°34'04" E, A DISTANCE OF 166.99 FEET; THENCE S 00°25'56" W, A DISTANCE OF 19.50 FEET; THENCE S 89°34'04" E, ALONG THE NORTH LINE OF SAID BLOCK 2 AND THE WEST RIGHT-OF-WAY LINE OF NW 3RD AVENUE, HAVING A 50 FOOT RIGHT-OF-WAY AS LAID OUT ON SAID PLAT, A DISTANCE OF 120.00 FEET; THENCE S 00°25'56" W, A DISTANCE OF 302.99 FEET; THENCE N 89°34'04" W, A DISTANCE OF 286.64 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 2 AND THE EAST RIGHT-OF-WAY LINE OF NW 41ST AVENUE; THENCE N 00°25'56" E, ALONG SAID WEST LINE OF BLOCK 2 AND SAID EAST RIGHT-OF-WAY LINE OF NW 41ST AVENUE, A DISTANCE OF 302.99 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 2 AND THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 86997.58 SQUARE FEET OR 1.9968 ACRES OF LAND MORE OR LESS.

USE OF PROPERTIES

PARCEL A: EXISTING USE - PROPOSED USE -	FIRE STATION #16 CITY OF HOMESTEAD POLICE SUBSTATION
PARCEL B: PROPOSED USE -	FIRE STATION #16 ±1,500 SQ FT. STAFF UP TO 12 PEOPLE
PARCEL C: EXISTING USE -	MIAMI BRIDGE YOUTH AND FAMILY NON-PROFIT ORGANIZATION

CONTACT PERSON INFORMATION

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Telephone: 561-243-4920

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E-mail: KCJ@SEADIVERSIFIED.COM

H.A. CAMERONS ADDITION TO HOMESTEAD PLAT BOOK 7, PAGE 17

NW 41th STREET (PALMETTO)

BLOCK 2

BLOCK 3

BLOCK 1
FISKE MANOR
PLAT BOOK 15, PAGE 63
CITY OF HOMESTEAD
MIAMI-DADE, FLORIDA

NW 41st AVENUE (NW -D- AVE.)

NW 3rd AVENUE (NW -C- AVE.)

PROPERTY CURRENTLY LEASED & OCCUPIED BY MIAMI BRIDGE INC.

PARCEL C
86,997 ± SQ. FT. (±)
1.9968± Acres

PARCEL B
86,997 ± SQ. FT. (±)
1.9968± Acres

PARCEL A
41,867 ± SQ. FT. (±)
0.9610± Acres

± FUTURE SITE OF HOMESTEAD FIRE STATION #16

POINT OF BEGINNING PARCEL C

POINT OF BEGINNING PARCEL B

POINT OF BEGINNING PARCEL A

POINT OF COMMENCEMENT PARCEL B

CENTERLINE

NW 2nd STREET (HOGARD)

N

GRID

SCALE 1"= 40'

LOCATION MAP

VICINITY MAP

SCALE 1"=300'

LEGEND

CBS	CONCRETE BLOCK STRUCTURE
CONC.	CONCRETE
SMH	SANITARY SEWER MANHOLE
U.P.	UTILITY POLE
C.L.F.	CHAIN LINK FENCE
ELEV.	ELEVATION MARK
BRG.	BEARINGS
R/W	RIGHT-OF-WAY
WV	WATER VALVE
BELL	BELL SOUTH MANHOLE
P.L.	PROPERTY LINE
C.L.	CENTER LINE
	PK NAIL SET & WASHER LB NO. 7342
	1/2" IRON PIN SET W/ CAP LB NO. 7342
	CERTIFICATION AUTHORIZATION NUMBER
	NATIONAL GEODETIC VERTICAL DATUM (1929)

GENERAL NOTES

1. OWNER - CITY OF HOMESTEAD, OR BOOK 2160, PAGE 238.
2. DETERMINATION OF THE ABSTRACT OF TITLE HAS BEEN PREPARED BY STEWART TITLE COMPANY EFFECTIVE DATE MARCH 15, 2007. NO EASEMENTS OR RESTRICTIONS WERE FOUND.
3. BASIS OF BEARING - A BEARING OF SOUTH 89°25'56" WEST ALONG THE NORTH RIGHT OF WAY LINE OF NW 2nd STREET, SAID MEARING IS REFERENCED TO THE GRID AND BASED ON THE NORTH AMERICAN DATUM 1983/90, FLORIDA EAST ZONE. ELEVATIONS SHOWN HEREON RELATIVE TO NATIONAL GEODETIC CONTROL REFERENCE MONUMENTS AC1140 & AC1140.
4. THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONE AH, ELEVATION 8.0 FEET AS SHOWN ON THE NATIONAL FLOOD INSURANCE RATE MAP, 12025C0265 J, DATED MARCH 5, 1996.
5. ELEVATIONS SHOWN HEREON ARE REFERENCED TO MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT, VERTICAL CONTROL BENCHMARK P-886, ELEVATION 8.13', (NGVD).
6. UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY AND SHOULD BE FIELD VERIFIED PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
7. THIS SURVEY IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. REFER TO SEA DIVERSIFIED INC. PROJECT NUMBER 07-1092
9. THIS BOUNDARY AND TOPOGRAPHIC SURVEY WAS PERFORMED ON MARCH 15, 2007, AND REVISED AUGUST15, 2007 TO SHOW TOPOGRAPHIC FEATURES ON PARCEL C.
10. PROPOSED WATER SUPPLY - PUBLIC WATER
11. PROPOSED SEWAGE DISPOSAL - SANITARY SEWERS
12. NUMBER OF SITES - 3
13. PROPOSED USE OF PROPERTY - COMMERCIAL
14. THE HORIZONTAL ACCURACY OF THE MAPPED IMPROVEMENTS IS 0.10 FEET.
15. THE BOUNDARY MARKERS WERE SET AND TRAVERSED THROUGH VIA A CLOSED TRAVERSE, CLOSING WITHIN THE REQUIRED LINEAR TOLERANCE: 1 FOOT IN 10,000 FOR COMMERCIAL/HIGH RISK PROPERTIES.

Revisions

BOUNDARY & TOPOGRAPHIC SURVEY FOR HOMESTEAD FIRE RESCUE STATION No. 16

WAIVER OF PLAT

MIAMI-DADE FIRE RESCUE
FACILITIES & CONSTRUCTION DIVISION

8300 N.W. 53rd Street, Suite 227
Miami, Florida 33166-4574

SEA DIVERSIFIED, INC.
Surveying and Engineering Consultants
Tel: (305) 345-4920
Fax: (305) 345-4921
23 Doonfoot Circle
Delray Beach, Florida 33446

SEA DIVERSIFIED

Date: 03-15-07
Drawn by: J.G.S.
Checked by: K.C.J.
Scale: 1"=40'

1 OF 1

SDIP.N. 07-1092

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