MEMORANDUM

Agenda Item No. 14(A)(9)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 18, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a contract in the amount of $330,000.00 for sale and purchase between The Bethel Church of Miami, Inc., as seller, and Miami-Dade County, as buyer, for two properties located at 14508 Lincoln Boulevard, Miami, Florida, for the purpose of redevelopment in the Richmond Heights area contingent upon the removal of all mortgages, liens and encumbrances on the properties, and authorizing the expenditure of up to $20,000.00 for closing costs, to be funded by Building Better Communities General Obligation Fund Project No. 321 – Redevelopment-Richmond Heights Shopping Center; authorizing the additional expenditure of up to $250,000.00 for the removal of mortgages, liens, and encumbrances on the properties, to be funded by the capital outlay reserve in Fiscal Year 2016-17; authorizing the County Mayor to execute the contract, to exercise any and all rights therein, to take all other actions necessary to effectuate said purchase and to clear such mortgages, liens and encumbrances

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

Abigail Price-Williams
County Attorney

APW/smm

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 18, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(9)

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**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor'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**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(9)
10-18-16

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF $330,000.00 FOR SALE AND PURCHASE BETWEEN THE BETHEL CHURCH OF MIAMI, INC., AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, FOR TWO PROPERTIES LOCATED AT 14508 LINCOLN BOULEVARD, MIAMI, FLORIDA, FOR THE PURPOSE OF REDEVELOPMENT IN THE RICHMOND HEIGHTS AREA CONTINGENT UPON THE REMOVAL OF ALL MORTGAGES, LIENS AND ENCUMBRANCES ON THE PROPERTIES, AND AUTHORIZING THE EXPENDITURE OF UP TO $20,000.00 FOR CLOSING COSTS, TO BE FUNDED BY BUILDING BETTER COMMUNITIES GENERAL OBLIGATION FUND PROJECT NO. 321 – REDEVELOPMENT-RICHMOND HEIGHTS SHOPPING CENTER; AUTHORIZING THE ADDITIONAL EXPENDITURE OF UP TO $250,000.00 FOR THE REMOVAL OF MORTGAGES, LIENS, AND ENCUMBRANCES ON THE PROPERTIES, TO BE FUNDED BY THE CAPITAL OUTLAY RESERVE IN FISCAL YEAR 2016-17; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT, TO EXERCISE ANY AND ALL RIGHTS THEREIN, TO TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE AND TO CLEAR SUCH MORTGAGES, LIENS AND ENCUMBRANCES; AND AUTHORIZING THE ACCEPTANCE OF THE CONVEYANCE OF THE PROPERTIES BY WARRANTY DEED, SUBJECT TO SATISFACTION OF CONDITIONS

WHEREAS, since 1994, through Resolution Nos. R-1553-94 and R-116-98, the County has expressed an interest in acquiring three adjacent properties in the Richmond Heights neighborhood in connection with the redevelopment of that commercial area, located at 14518 Lincoln Boulevard (one parcel), and 14508 Lincoln Boulevard (two parcels); and

WHEREAS, the redevelopment of the Richmond Heights neighborhood would provide an economic stimulus for growth in the entire area with the development of the planned shopping center, by not only the creation of jobs, but also by bringing retail traffic and vital community and social services to the area; and

WHEREAS, through Resolution No. R-1147-01, this Board authorized the acquisition by deed of one of the parcels (14518 Lincoln Boulevard), and such property has been purchased by the County; and

WHEREAS, in 2013, through Resolution No. R-458-13, this Board approved the purchase of the two remaining adjacent parcels, Folio Nos. 30-5019-001-6300 and 30-5019-001-6301 ("Properties"), located at 14508 Lincoln Boulevard, Miami, Florida, which are owned by The Bethel Church of Miami, Inc., and authorized proceeding with the purchase of the Properties at their appraised values; and

WHEREAS, the County obtained an appraisal of the Properties, dated March 10, 2016, and their appraised values total $330,000.00, including $200,000.00 for Folio No. 30-5019-001-6300, and $130,000.00 for Folio No. 30-5019-001-6301; and

WHEREAS, to date, The Bethel Church of Miami, Inc. has been unable to convey free and clear title to the Properties to the County in order to effectuate this much needed redevelopment due to liens, mortgages, and encumbrances which have attached to the Properties in excess of $1,500,000.00, as well as federal tax liens exceeding $800,000.00; and

WHEREAS, County administration has engaged in conversations with the various lienholders and has been provided with documentation indicating that the liens, mortgages and encumbrances (exceeding $1.5 million) on the Properties could be resolved for a total not to exceed $250,000.00; and

WHEREAS, County administration has engaged in conversations with the Internal Revenue Service ("IRS") and based upon same, believes that the IRS will likely release these properties from the federal tax liens after Board approval of this purchase for no monetary compensation to the IRS; and

WHEREAS, the purchase of the Properties in the amount of $330,000.00, plus closing costs not to exceed $20,000.00, will be funded with Building Better Communities General Obligation Bond Program Project No. 321 – Redevelopment-Richmond Heights Shopping Center; and

WHEREAS, the expenditure of up to $250,000.00 to clear liens, mortgages and encumbrances in order to purchase the Properties free and clear will be funded by the Capital Outlay Reserve in FY 2016-17; and

WHEREAS, the expenditure of the additional $250,000.00 to clear such encumbrances is in the best interests of the County, in order to allow the completion of this long awaited project, to provide the missing pieces needed for assemblage of the site, and to fulfill the important community need of economic stimulation, as well as providing necessary social services in connection with same,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board (i) approves the Contract for Sale and Purchase of the Properties between The Bethel Church of Miami, Inc., as seller, and Miami-Dade County, as buyer, located at 14508 Lincoln Boulevard, Miami, Florida in substantially the form attached

hereto as Exhibit "A" and made a part hereof, in the amount of $330,000.00; (ii) approves the expenditure of up to $20,000.00 for closing costs; and (iii) approves an additional expenditure not to exceed $250,000.00 to resolve all liens, mortgages and encumbrances on the Properties. This Board further authorizes the County Mayor or County Mayor's designee to execute said Contract for Sale and Purchase on behalf of the County, to exercise all rights conferred therein, and to take all other actions necessary to effectuate the purchase of the Properties, including all actions necessary to obtain free and clear title.

Section 3. This Board approves the acceptance of the conveyance of the Properties by Warranty Deed in substantially the form attached hereto as Exhibit "B," subject to confirmation by the County Mayor or County Mayor's designee, that all outstanding liens, mortgages and encumbrances have been cleared from the Properties, and that no impediments exist to the completion of the transfer of title, including but not limited to any federal tax liens on the Properties, which shall be a condition precedent to the closing.

Section 4. Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or County Mayor's designee to record the instrument 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 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 Prime Sponsor of the foregoing resolution is Commissioner Dennis C. Moss. It 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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of October, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

CONTRACT FOR SALE AND PURCHASE

Folio Nos: 30-5019-001-6300 and
30-5019-001-6301

This Contract for Sale and Purchase ("Contract") is entered into as of the _____ day of _____, 2016 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "Buyer", whose post office address is 111 N.W. 1st Street, Suite 2460, Miami, Florida, 33128, and The Bethel Church of Miami, Inc., whose address is 14440 Lincoln Boulevard, Miami, Florida 33176, hereinafter referred to as "Seller."

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. REALTY. Seller agree to sell to Buyer, and its successors in interest, and Buyer agrees to purchase from Seller, those certain real properties located in Miami-Dade County, Florida, which real properties, are located at 14508 Lincoln Boulevard, Miami, Florida which are legally and more specifically described in Exhibit "A" hereto, and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real properties, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real properties, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the real properties, if any (collectively, the "Real Property").

2. PURCHASE PRICE. Buyer agrees to pay a Purchase Price for the Real Property of Three Hundred Thirty Thousand Dollars ($330,000.00) by check or wire transfer of U.S. funds. Buyer's agreement to purchase is contingent upon Seller's transfer of the Real Property free and clear of any and all liens, encumbrances, or other interest.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the Real Property and agrees to convey good, marketable and insurable title by Warranty Deed free and clear of any and all liens, encumbrances, or other interests. In the event that Buyer determines, in its sole and absolute discretion, that the Real Property conveyed is not good, marketable and insurable title, free and clear of any and all liens, mortgages, judgments, encumbrances, or other interests, as determined by the County Mayor, or the Mayor's designee, then this Contract shall be rendered null and void upon written notice by the County Mayor or the Mayor's designee, and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with Closing at Buyer's option in Buyer's sole and absolute discretion.

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of Closing and any delinquent taxes in escrow with the Miami-Dade County Tax

Collector.

5. TITLE INSURANCE. Buyer may, at its expense, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment. Said commitment shall show a good, marketable and insurable title to the Real Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the Purchase Price. In addition, the policy shall insure title to the Real Property for the period between Closing and recording of the Warranty Deed. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer. If the title commitment shows title to the Real Property, or any portion thereof, to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with Closing at Buyer's option, all in accordance with paragraph 3 above.

6. INSPECTIONS/HAZARDOUS MATERIALS. Buyer may elect, at Buyer's sole cost and expense, and at least thirty (30) days from the Effective Date of this Contract obtain a Phase I Environmental Site Assessment of the Real Property to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Real 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. Should such inspections show defects to the Real Property, including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Sellers written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller, in Seller's sole discretion, elects in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing, Buyer will proceed to Closing without delay. If Seller is unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to Closing at Buyers option without adjustment to the Purchase Price, such option is to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that the Seller is unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, the Buyer may elect to terminate this Contract within fifteen (15) days of receipt of such Letter of Current Enforcement Status or testing reports by giving written notice to the Seller, whereupon the Buyer shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Should the Buyer elect not to terminate this Contract and proceed with Closing, Seller shall, at Seller's sole cost and expense, promptly and diligently commence and complete any and all assessments and clean ups and monitoring of the Real Property necessary to obtain full compliance with any and all applicable governmental restrictions.

7. SURVEY. Buyer, at Buyer's sole cost and expense, may elect to obtain a current, certified boundary survey of the Real Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer and the Title Company. The date of certification shall be within one hundred twenty (120) days before the Closing date, unless this one hundred twenty (120) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

8. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. If Closing does not occur, Buyer shall repair and restore the Real Property to the condition existing prior to any test or construction on the site.

9. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Real Property, that there is no tenant in possession of the Real Property, and that there are no leases or other agreements and understandings affecting possession, use, or occupancy of the Real Property.

10. PRORATIONS. In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue if any shall be prorated to the day prior to Closing.

11. LIENS. All liens of record, including but not limited to certified municipal and county liens, as well as special assessments, if any, shall be satisfied or disposed of at or before Closing by the Seller. If a pending lien has been filed against the Real 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 the Seller. Seller authorizes Buyer to assist in the satisfaction of liens and encumbrances of record, provided however, that both parties acknowledge that Buyer has no obligation to do so, and that such assistance is in the sole and absolute discretion of County Mayor or Mayor's designee and is subject to authorization by the Miami-Dade County Board of County Commissioners. Further, the Seller authorizes the Buyer to communicate with the Internal Revenue Service to negotiate the removal, release, discharge, settlement, and/or waiver of any and all liens and encumbrances on the Real Property.

12. CLOSING. The Closing of this transaction shall be completed within ninety (90) days of the Effective Date of this Contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller, or as otherwise provided herein. The precise date, time, and place of Closing shall be set by Buyer and Seller. Buyer and Seller authorize National Title Abstract Company, telephone: (305) 642-6220, address: 711 N.W. 23rd Avenue, Suite 101, Miami,

Florida 33125, to act as the "Escrow Agent" to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent shall deposit all funds received in a non-interest bearing escrow account. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter 475, Florida Statutes.

13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this Contract. Time is of the essence of this Contract. All obligations are subject to acts of God, or nature, or any other occurrence, which is beyond the control of Seller or Buyer. All time periods will be calculated in business days.

14. BROKERS. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorneys' fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent. Notwithstanding the foregoing, both Buyer and Seller hereby represent that no real estate agent or broker was involved in the transaction involving the Real Property, and/or the formation of this Contract.

15. EXPENSES. Buyer shall be responsible for recording fees on the Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

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

17. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Real Property being purchased under this contract.

18. POSSESSION. Seller shall deliver possession of the Real Property and keys to all locks, if any, to the Buyer at Closing.

19. DEFAULT. If either party defaults under this Contract, then the other party may waive the default and proceed with Closing without adjustment to the Purchase Price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

20. DISCLOSURE. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Real Property which have not been

disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

21. SUCCESSORS IN INTEREST. This Contract will enure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

22. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

23. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

24. RECORDING. This Contract, or notice thereof, may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners Miami-Dade County, Florida.

25. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Seller without the express written consent of Buyer.

26. ENTIRE AGREEMENT. This Contract 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.

27. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"), as well as public hearing approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable. Such Board approval shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Contract by Buyer, as set forth above, is the Effective Date of this Contract.

28. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

29. NOTICE. All communications regarding this transaction shall be directed to:

as to Buyer: Director
Miami Dade County, Internal Services Department
Real Estate Development Division
111 NW 1st Street, Suite 2460
Miami, Florida 33128

as to Seller: Carlos L. Malone
The Bethel Church of Miami, Inc.
14440 Lincoln Boulevard
Miami, Florida 33176

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

ATTEST:

By: _____
Clerk

BUYER:
MIAMI-DADE COUNTY

By: _____
County Mayor

Date: _____

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

_____
Witness
Carlos Malone
Print

_____
Witness
Andrea Malone
Print

SELLER:
THE BETHEL CHURCH OF MIAMI, INC.

By: Carlos L Malone Sr.

Title: President

Date: 9-15-16

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Lot 33, AND THAT PORTION OF LOT 34 DESC BEGIN 53.12 FT NWLY OF SE COR NELY ALONG A LINE PARR TO SELY/L OF LOT 34 FOR 121FT SELY AT R/A 1.33 FT NELY 4FT NWLY 28.21FT SWLY 125FT SELY 26.88FT TO POB BLK 41, RICHMOND HEIGHTS, PB 50-19, SECTION 19 TOWNSHIP 55 SOUTH RANGE 40 EAST

Together with

That portion of Lot 34, Block 41, Richmond Heights, as recorded in Plat Book 50, at Page 19, of the Public Records of Miami-Dade County, Florida, lying Southeasterly of the following specifically described line:
Begin at a point 53.12 feet Northwesterly of the Southeast corner of said Lot 34 (as measured along the Southwesterly line of Lot 34) and run Northeasterly along a line parallel with the Southeasterly line of said Lot 34, Block 41, for 121.00 feet; then run Southeasterly at right angles to the last described course for 1.33 feet; thence run Northeasterly at right angles to the last described course for 4.00 feet to a point (said point begin 51.79 feet Northwesterly of the Northeast corner of said Lot 34, as measured along the Northeasterly line of Lot 34) said point being the point of termination of the specifically described line and 15 feet Alley lying Southeasterly & adjusted, closed per Resolution No. R1419-94.

EXHIBIT B

Prepared by and return to:
Miami-Dade County ISD
Real Estate Development Division
111 NW 1st Street, Suite 2460
Miami, Florida 33128

Property ID#: 30-5019-001-6300 and 30-5019-001-6301
USER DEPT.: Internal Services Department

WARRANTY DEED

THIS WARRANTY DEED is made this _____ day of _____, 2016 by and between **The Bethel Church of Miami, Inc., a Florida not for Profit Corporation, f/k/a Bethel Full Gospel Baptist Church, Inc., a Florida not for profit corporation f/k/a Bethel Missionary Baptist Church, Inc., Miami, FL, a Florida not for profit corporation,** (hereinafter referred to as the "Grantor"), whose mailing address is 14440 Lincoln Boulevard, Miami, Florida 33176, and **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida** (hereinafter referred to as the "Grantee") whose address is c/o Internal Services Department, 111 NW 1st Street, Suite 2460, Miami, Florida 33128. Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their successors and assigns.

WITNESSETH

GRANTOR, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee and Grantee's heirs, successors and assigns forever, that certain parcel of land situate and being in Miami-Dade County, Florida (the "Property"), to wit:

Parcel 1:

LOT 33 AND THAT PORTION OF LOT 34 DESC BEGIN 53.12 FT NWLY OF SE CORNER NELY ALONG A LINE PARR TO SELY/L OF LOT 34 FOR 121FT SELY AT R/A 1.33 FT NELY 4FT NWLY 28.21FT SWLY 125FT SELY 26.88FT TO POB BLK 41, RICHMOND HEIGHTS, PB 50-19, SECTION 19 TOWNSHIP 55 SOUTH RANGE 40 EAST (Folio No. 30-5019-001-6300)

Parcel 2:

That portion of Lot 34, Block 41, Richmond Heights, as recorded in Plat Book 50, at Page 19, of the Public Records of Miami-Dade County, Florida lying Southeasterly of the following specifically described line:

Begin at a point 53.12 feet Northwesterly of the Southeast corner of said Lot 34 (as measured along the Southwesterly line of Lot 34) and run Northeasterly along a line parallel with the Southeasterly line of said Lot 34, Block 41, for 121.00 feet; thence run Southeasterly at right angles to the last described course for 1.33 feet; thence run Northeasterly at right angles to the last described course for 4.00 feet to a point (said point begin 51.79 feet Northwesterly of the Northeast corner of said Lot 34, as measured along the Northeasterly line of Lot 34) said point being the point of termination of the specifically described line and 15 feet Alley lying Southeasterly & adjusted, closed per Resolution No. R1419-94. (Folio No. 30-5019-001-6301)

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 2016 and subsequent years; (b) reservations, easements, matters of plat, covenants and restrictions of public record, if any, but this reference shall not operate to reimpose same.

TO HAVE and to hold the same in fee simple forever.

GRANTOR hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property, that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal on the date aforesaid.

Signed sealed and delivered
in the Presence of:

_____

Print Name:_____

_____

Print Name:_____

The Bethel Church of Miami, Inc., a Florida not for Profit Corporation

By:_____
Carlos L. Malone, Sr., President

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by Carlos L. Malone, Sr. Such person is personally known to me or produced _____as identification.

Name: _____
Notary Public, State of _____
Commission No.

My commission expires:

[Notarial Seal]

The foregoing was approved by the Miami-Dade County Board of County Commissioners, pursuant to Resolution No. _____ dated _____.