

## MEMORANDUM

Agenda Item No. 8(F)(3)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** January 22, 2014

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

**SUBJECT:** Resolution authorizing the execution of a Contract for Sale and Purchase between Investors-A-Us, Inc., as seller and Miami-Dade County as buyer, of two contiguous parcels of land located at 15540 and 15560 NE 7 Avenue, Miami, Florida in the amount of \$170,000 for the purpose of expanding Oak Grove Park to provide space for The Development of Haitian Community Center within Oak Grove Park

Resolution No. R-32-14

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Jean Monestime.



R. A. Cuevas, Jr.  
County Attorney

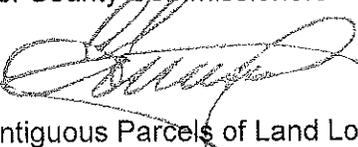
RAC/lmp

# Memorandum



**Date:** January 22, 2013

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Acquisition of Two Contiguous Parcels of Land Located at 15540 and 15560 NE 7 Avenue, Miami, Florida for Expansion of Oak Grove Park

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## Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Contract for Sale and Purchase between Miami-Dade County and Investors-R-Us, Inc. More specifically, this item does the following:

- Authorizes the acquisition of two contiguous parcels of land (Folio No's. 30-2218-038-0010 and 30-2218-038-0020) totaling approximately 24,000 square feet (0.55 acres) of land and a partially-built single family home located at 15540 and 15560 NE 7 Avenue, Miami, Florida, for the purposes of expanding Oak Grove Park;
- Authorizes the County Mayor or the County Mayor's designee to execute the Contract for Sale and Purchase in the amount of \$170,000, not including closing costs (approximately \$5,000); and
- Authorizes the County Mayor or the County Mayor's designee to accept the conveyance and to record the instrument of conveyance in the public records of Miami-Dade County.

## Scope

The property is located in Commission District 2, which is represented by Commissioner Jean Monestime.

## Fiscal Impact/Funding Source

The estimated total acquisition and closing costs are approximately \$175,000, which is less than the property's appraised value of \$176,925. The funding source is Park, Recreation, and Open Space Impact Fees.

## Track Record/Monitoring

Barry Kent of the Real Estate Development Division in the Internal Services Department is managing the purchase of this property. Alissa Turteltaub of Park, Recreation and Open Spaces will manage the expansion of the park.

## Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Contract for Sale and Purchase and to exercise any and all other rights conferred herein.

## Background

The two parcels being acquired total approximately 24,000 square feet (0.55 acres) of land and are located directly adjacent to Oak Grove Park. The acquisition of these parcels will allow for the relocation of the existing tennis courts in order to accommodate the construction of the Haitian Community Center that is planned for the park. Impact fees are available for the purchase of the land and \$10 million in Building Better Communities General Obligation Bond funds are available to construct and improve park and recreational facilities.

Additional details are as follows:

SELLER: Investors-R-U's, INC.

COMPANY PRINCIPALS: Luis M. Rodriguez, President/Treasurer/Director  
Jose Ferrer, Vice-President/Secretary/Director

LOCATION: 15540 and 15560 NE 7 Avenue, Miami

SIZE: Approximately 24,000 square feet (0.55 acres) of land  
with a partially built single family home

FOLIO NUMBERS: 30-2218-038-0010 and 30-2218-039-0020

ZONING: RU-1 (Single Family Residential)

PURCHASE AMOUNT: \$170,000

APPRAISED VALUE: \$176,925 (See attached appraisal)

Attachment



Lisa M. Martinez  
Senior Advisor to the Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** January 22, 2014

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

**SUBJECT:** Agenda Item No. 8(F)(3)

**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 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. 8(F)(3)  
1-22-14

RESOLUTION NO. R-32-14

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE BETWEEN INVESTORS-R-US, INC., AS SELLER AND MIAMI-DADE COUNTY AS BUYER, OF TWO CONTIGUOUS PARCELS OF LAND LOCATED AT 15540 AND 15560 NE 7 AVENUE, MIAMI, FLORIDA IN THE AMOUNT OF \$170,000 FOR THE PURPOSE OF EXPANDING OAK GROVE PARK TO PROVIDE SPACE FOR THE DEVELOPMENT OF HAITIAN COMMUNITY CENTER WITHIN OAK GROVE PARK; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN; AND AUTHORIZING AND DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ACCEPT CONVEYANCE OF SAME BY INSTRUMENT OF CONVEYANCE

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

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

**Section 1.** The Board authorizes the execution of the attached Contract for Sale and Purchase between Investors-R-U's, the Sellers and the County, the Buyer, for property located at 15540 and 15560 N.E. 7 Avenue, Miami, Florida, in the amount of \$170,000 for the purpose of expanding Oak Grove Park, and authorizes the County Mayor or the County Mayor's designee to execute said Contract for Sale and Purchase on behalf of Miami-Dade County.

**Section 2.** This Board authorizes and directs the County Mayor or the County Mayor's designee to accept the conveyance to the County of property located at 15540 and 15560 N.E. 7 Avenue and to accept and/or execute the necessary instruments of conveyance, and to perform all acts necessary to effectuate such conveyance.

**Section 3.** Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or the Mayor's designee to record the instrument of conveyance evidencing the transfer of title to the County 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 **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Lynda Bell** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman	<b>aye</b>
	Lynda Bell, Vice Chair	<b>aye</b>
Bruno A. Barreiro	<b>absent</b>	Esteban L. Bovo, Jr. <b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Audrey M. Edmonson <b>aye</b>
Sally A. Heyman	<b>absent</b>	Barbara J. Jordan <b>aye</b>
Jean Monestime	<b>aye</b>	Dennis C. Moss <b>aye</b>
Sen. Javier D. Souto	<b>aye</b>	Xavier L. Suarez <b>aye</b>
Juan C. Zapata	<b>aye</b>	

The Chairperson thereupon declared the resolution duly passed and adopted this 22<sup>nd</sup> day of January, 2014. 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 by this Board.



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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "Debra Herman", is written over a horizontal line.

Debra Herman

## CONTRACT FOR SALE AND PURCHASE

**Project: Oak Grove Park Expansion**  
**Folio Nos.: 30-2218-038-0010 and 30-2218-038-0020.**

This Contract for Sale and Purchase is entered into as of the 26 day of September, 2013 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and successors in interest, hereinafter referred to as "Buyer", whose Post Office Address is 111 N.W. 1<sup>st</sup> Street, Suite 2460, Miami, Florida 33128, and Investors-R-Us, Inc., A Florida corporation hereinafter referred to as "Seller" whose Post Office Address is 70 E 51 Place, Hialeah, Florida 33013.

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

1. REALTY. Seller agrees to sell to Buyer, and its successors in interest, and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is 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 property, if any (collectively, the "Real Property"), 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 Property, 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 Property, if any.

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the real property of \$170,000.00 (One Hundred Seventy Thousand and 00/100 Dollars), by County check or wire transfer of U.S. funds. The purchase price shall be adjusted according to the net acreage as determined by the final survey as referred to in Paragraph 7 herein, and exclusive of any dedicated rights-of-way located, thereon. The purchase price to be paid at closing shall be subject to other adjustments and prorations provided for herein and will be paid at closing by County check for the Property referenced above.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Property and agrees to convey good, marketable and insurable title by Warranty Deed.

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 and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the

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 Statutory 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 Property 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.

6. INSPECTIONS/HAZARDOUS MATERIALS. Buyer shall, at Buyers sole cost and expense and at least thirty (30) days from the effective date of this Contract, furnish to Seller an environmental site assessment of the Property. The Buyer shall obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Regulatory and Economic Resources (DRER) and conduct a review of the environmental site assessment as required or recommended by DRER to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste 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. Should such inspections show defects to the 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 Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Sellers in Sellers' sole discretion elect in writing to repair such defects to Buyer's satisfaction. If Sellers agree to repair such defects by Closing or 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 to be exercised in writing within fifteen (15) days of Sellers' notice to Buyer that they are 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, Buyer or Seller may elect to terminate this Contract within fifteen (15) days of receipt of such Letter or testing reports by giving written notice to the other party, whereupon both Buyer and Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Should Buyer and Seller 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 and not less than 30 days prior to closing, deliver to Buyer, a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within sixty (60) days

before the Closing date, unless this sixty (60) 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. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract. If Closing does not occur, Buyer shall repair and restore the 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 Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the 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 certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject 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.

12. CLOSING. The closing of this transaction shall be completed within forty-five (45) 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.

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.

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. Sellers shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.

15. EXPENSES. Seller 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 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 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. LITIGATION. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

21. 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.

22. SUCCESSORS IN INTEREST. This Contract will ensure 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.

23. 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.

24. 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.

25. 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, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

27. 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.

28. 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 for governmental facility approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable; provided, however, that 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.

**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.

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

Barry Kent  
Real Estate Officer  
Miami-Dade County-Internal Services Department  
111 NW 1<sup>st</sup> Street, Suite 2460  
Miami, Florida 33128

as to Seller:

Investors-R-Us, Inc., a Florida corporation  
70 E 51 Place  
Hialeah, Florida 33013

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

ATTEST:

BUYER:  
MIAMI-DADE COUNTY

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

By: \_\_\_\_\_  
County Mayor

Date: \_\_\_\_\_

SELLER:  
Investors-R-Us, Inc.

By: \_\_\_\_\_  
Luis M. Rodriguez, President

Date: 9/26/13

[Signature]  
Witness  
Jessica Perez  
Print

[Signature]  
Witness  
BARRY N. KENT  
Print

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of September, 2013, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Luis M. Rodriguez, as President, of Investors-R-Us, Inc., a Florida corporation, personally known to me, or proven, by producing the following identification: \_\_\_\_\_ to be the persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami, Fla. in the County and State aforesaid, on this, the 26<sup>th</sup> day of September, 2013.

[Signature] (SEAL)  
Notary Public

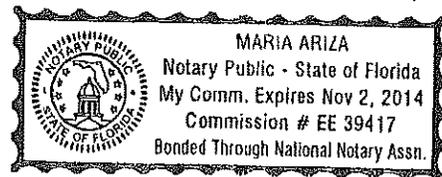
Maria Ariza  
Print Name

Notary Public, State of Florida  
My Commission expires Nov 2, 2014

NOTARY SEAL / STAMP

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney



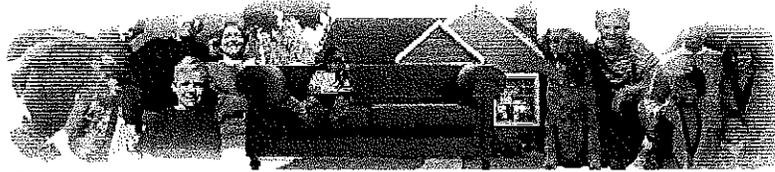
**EXHIBIT "A"**

**Legal Description**

**FOLIO NO.: 30-2218-038-0010  
15560 NE 7 AVE, MIAMI, FLORIDA  
OAK GROVE ESTS PB 107-37 LOT 1 BLK 1 LOT**

**FOLIO NO.: 30-2218-038-0020  
15540 NE 7 AVE, MIAMI, FLORIDA  
OAK GROVE ESTS PB 107-37 LOT 2 BLK 1**

My Home



[miamidade.gov](http://miamidade.gov)

ACTIVE TOOL: SELECT



Show Me:

Property Information

Search By:

Select Item

- Text only
- Report Homestead Fraud
- Property Appraiser Tax Estimator
- Property Appraiser Tax Comparison

Summary Details:

Folio No.:	30-2218-038-0020
Property:	15540 NE 7 AVE
Mailing Address:	INVESTORS-R-US INC 70 E 51 PL HIALEAH FL 33013-

Property Information:

Primary Zone:	0100 SINGLE FAMILY - GENERAL
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	12,000 SQ FT
Year Built:	0
Legal Description:	OAK GROVE ESTS PB 107-37 LOT 2 BLK 1 LOT SIZE 120 X 100 OR 17554-0989 0297 2 (8) OR 17554-0989 0297 02

Assessment Information:

Year:	2013	2012
Land Value:	\$17,381	\$19,988
Building Value:	\$0	\$0
Market Value:	\$17,381	\$19,988
Assessed Value:	\$17,381	\$19,988

Taxable Value Information:

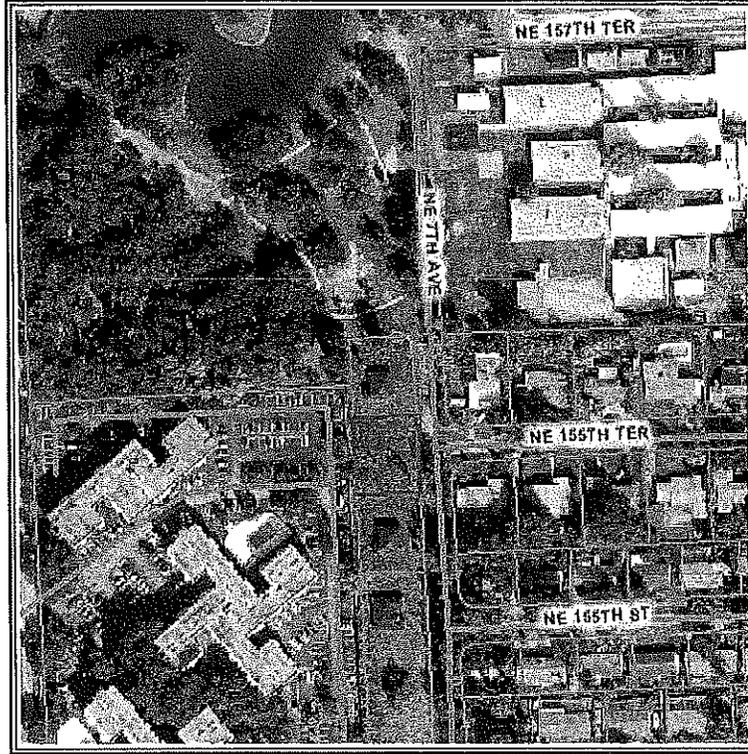
Year:	2013	2012
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$17,381	\$0/\$19,988
County:	\$0/\$17,381	\$0/\$19,988
School Board:	\$0/\$17,381	\$0/\$19,988

Sale Information:

Sale Date:	2/1997
Sale Amount:	\$20,000
Sale O/R:	17554-0989
Sales Qualification Description:	Deeds which include more than one parcel
<a href="#">View Additional Sales</a>	

Additional Information:

[Click here to see more information for this property:](#)  
 Community Development District  
 Community Redevelopment Area  
 Empowerment Zone  
 Enterprise Zone  
 Zoning Land Use

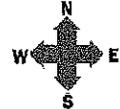


Aerial Photography - 2012

0 113 ft

Legend

- Property Boundary
- Selected Property
- Street
- Highway
- Miami-Dade County
- Water



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 | [My Neighborhood](#) | [Property Appraiser](#)

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If you experience technical difficulties with the Property information application, or wish to send us your comments, questions or suggestions please email us at [gis@miamidade.gov](mailto:gis@miamidade.gov).

Web Site  
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My Home



[miamidade.gov](http://miamidade.gov)

ACTIVE TOOL SELECT



Show Me:

Property Information

Search By:

Select Item

- Text only
- Report Homestead Fraud
- Property Appraiser Tax Estimator
- Property Appraiser Tax Comparison

Summary Details:

Folio No.:	30-2218-038-0010
Property:	15560 NE 7 AVE
Mailing Address:	INVESTORS-R-US INC 70 E 51 PL HIALEAH FL 33013-

Property Information:

Primary Zone:	0100 SINGLE FAMILY - GENERAL
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	12,000 SQ FT
Year Built:	0
Legal Description:	OAK GROVE ESTS PB 107-37 LOT 1 BLK 1 LOT SIZE 120 X 100 OR 17554-0989 0297 2 (8) OR 17554-0989 0297 02

Assessment Information:

Year:	2013	2012
Land Value:	\$17,381	\$19,988
Building Value:	\$0	\$0
Market Value:	\$17,381	\$19,988
Assessed Value:	\$17,381	\$19,988

Taxable Value Information:

Year:	2013	2012
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$17,381	\$0/\$19,988
County:	\$0/\$17,381	\$0/\$19,988
School Board:	\$0/\$17,381	\$0/\$19,988

Sale Information:

Sale Date:	2/1997
Sale Amount:	\$20,000
Sale O/R:	17554-0989
Sales Qualification Description:	Deeds which include more than one parcel
<a href="#">View Additional Sales</a>	

Additional Information:

Click here to see more information for this property:  
 Community Development District  
 Community Redevelopment Area  
 Empowerment Zone  
 Enterprise Zone  
 Zoning Land Use



Aerial Photography - 2012

0 113 ft

Legend

- Property Boundary
- Selected Property
- Street
- Highway
- Miami-Dade County
- Water



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Parks, Recreation and Open Spaces Department  
Oak Grove Park expansion

Commission District 2  
Park Impact Fee Collection Area 1.1



Aerial Photography - 2012

0 ——— 166 ft

**Peña Appraisal Service Inc.**  
Real Estate Appraisers & Consultants  
5402 W. Flagler Street  
Miami, Florida 33134  
Telephone (305) 448-5241  
Fax (305) 448-2869

October 10, 2013

Miami-Dade County  
Internal Services  
111 N.W. 1<sup>st</sup> Street  
Suite 2460  
Miami, Florida 331285

Reference: Appraisal Report of Two Parcels of Land  
Located at: 15540 – 60 NE 7<sup>th</sup> Avenue, Miami (Unincorporated), Florida 33162

Dear Mr. Kent:

Pursuant to your request, we have prepared an appraisal report on the above referenced properties for the purpose of estimating their fee simple interest market value of Lot 1 15540 NE 7<sup>th</sup> Avenue which has an improvement of a CBS shell of a single family home not completed and Lot 2 15560 an unimproved vacant site as of July 19, 2013, and revised on October 3, 2013.

The intended use of the report is to determine the fair market value fee simple interest for a decision making process. Intended users include representatives of Miami-Dade County. The report is not intended to be relied upon by anyone other than its intended user.

According to the public Records of Miami-Dade County, the properties being appraised consists of two adjacent parcels, both consisting of 12,000 Square feet each, with combined square footage of approximately 24,000+/- Square Feet with the shell of a residential building on one.

This appraisal is prepared in accordance with the Uniform Standards of Appraisal Practice (USPAP) published by the Appraisal Foundation; in addition, this report conforms to the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) of 1989. Neither this assignment nor the concluded value has been based on a requested minimum valuation, a specific valuation, or the approval of a loan.

The appraisal report that follows sets forth the identification of the property, the assumptions, limiting conditions, and certifications. The analysis contained in the report that follows is considered to be a complete appraisal and is presented in a summary format.

This appraisal is presented in a narrative format, and it is intended to comply with U.S.P.A.P. Standard Rule 2-2(a) © guidelines for a *Self-Contained Appraisal Report*

**PERTINENT DATES OF INSPECTION, APPRAISAL VALUE AND REPORT**

The following dates are applicable for the appraisal report, conclusions and final expressions of the subject's market value:

Date of Inspection:	July 19 <sup>th</sup> , 2013
Effective Date of Appraisal Value:	July 19 <sup>th</sup> , 2013
Signature Date of Report:	July 22 <sup>nd</sup> , 2013
Revision Date	October 3, 2013

**PRESENT USE OF THE PROPERTY**

As of the effective date of this report, there was a CBS roofed structure partially completed on lot 1 and lot 2 was vacant unimproved. This improvement was considered for the purpose of the appraisal but did not add any intrinsic value to the site.

**PROPERTY RIGHTS APPRAISED**

**Fee Simple Estate**

The subject property is appraised on the basis of a fee simple estate. A fee simple estate can be defined as the largest possible estate in real property, the owner of which has absolute use and the right to dispose of it at will.

Private ownership of real property rights is never complete or unrestricted. There are always public or governmental limitations as well as private limitations.

The most basic public limitation is property taxation. Other examples of governmental limitations include eminent domain (the acquisition of all or part of a private real estate for a public use or purpose) and through police power (for interest of public health, public safety and/or the general welfare).

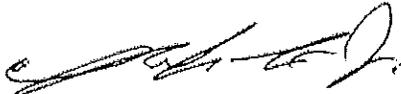
The exercise of private rights in realty can also be limited privately, either voluntarily or involuntarily. Voluntary limitations are contractual and include leases, mortgage, easements, and deed restrictions. They all come about through voluntary acceptance by the owner of the fee simple estate of the property. Involuntarily limitations are placed against the property by others, usually because liens, encroachments, and prescriptive easements.

**Cost revision to original appraisal**

The present structure was eighty percent complete which indicated a building value of \$116, 925.00.

The cost section was part of a revision to the original appraisal to assist in determining the cost of the present structure this revision of the cost was added on September 9, 2013.

Structure :	\$116,925.00
Lot 1 Folio Number: 30-2218-038-0010: Site Value:\$	30,000.00
Lot 2 Folio Number: 30-2218-038-0020: Site Value:\$	30,000.00
<hr/>	
Total Cost structure and sites:	\$176,925.00



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Ralph Peña, Jr.  
State-Certified General Real Estate Appraiser  
License # RZ 67( Florida)