

## MEMORANDUM

Agenda Item No. 14(A)(1)

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

**DATE:** January 21, 2015

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

**SUBJECT:** Resolution approving a contract  
in the amount of \$500,000.00 for  
sale and purchase between Old  
Cutler Presbyterian Church, Inc.,  
as seller, and Miami-Dade  
County, as buyer, for a property  
located at the Southeast Corner  
of Old Cutler Road and SW 142  
Terrace, Village of Palmetto Bay,  
Florida for the purpose of  
constructing Palmetto Bay Fire  
Rescue Station 62  
Resolution No. R-68-15

**This item was amended from the original version as stated in the County Mayor's memorandum.**

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



R. A. Cuevas, Jr.  
County Attorney

RAC/cp

# Memorandum



**Date:** January 21, 2015  
**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners  
**From:** Carlos A. Gimenez  
Mayor  
**Subject:** Resolution Authorizing Acquisition of Property Located at the Southeast Corner of Old Cutler Road and SW 142 Terrace, Village of Palmetto Bay, Florida for Construction of Palmetto Bay Fire Rescue Station 62

The item was amended at the January 10, 2015 meeting of the Finance Committee to correctly reflect in the second paragraph of the Fiscal Impact/Funding Source that the addition of the new fire rescue station will not create a significant recurring operating fiscal impact to Miami-Dade Fire Rescue.

## **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 (Exhibit A) between Miami-Dade County and Old Cutler Presbyterian Church, Inc. The resolution does the following:

- Authorizes the acquisition of a property (Folio No. 33-5023-001-0080) with approximately 50,889 square feet (1.17 acres) of vacant land located at the southeast corner of Old Cutler Road and SW 142 Terrace, Palmetto Bay, Florida (Palmetto Bay), for the purpose of constructing Palmetto Bay Fire Rescue Station 62;
- Authorizes the County Mayor or the County Mayor's designee to execute the Contract for Sale and Purchase in the amount of \$500,000, not including closing costs of approximately \$13,000. The total fiscal impact is \$513,000; and
- Authorizes the County Mayor or the County Mayor's designee to accept the conveyance by deed (Exhibit B), to record the instrument of conveyance in the public records of Miami-Dade County, and to exercise any and all other rights set forth in the Contract for Sale and Purchase.

## **Scope**

The property is located in Commission District 8, which is represented by Commissioner Daniella Levine Cava.

## **Fiscal Impact/Funding Source**

The purchase price for the property is \$500,000 plus estimated closing costs of \$13,000. The funding source for the acquisition and the development of the fire station is from Fire Impact Fees.

The services to be provided from this location are currently operating out of Fire Rescue Station 50 in Palmetto Bay. The addition of this new fire rescue station will not create a significant recurring operating fiscal impact to Miami-Dade Fire Rescue. Miami-Dade Fire Rescue will continue to provide certain services at Fire Rescue Station 50.

## **Track Record/Monitoring**

Dawn Soper of the Real Estate Development Division in the Internal Services Department is managing the purchase of this property. Carlos Heredia of Miami-Dade Fire Rescue Department is managing the planning for the construction of the fire station.

## **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 property is an approximately 1.17-acre vacant site which has been selected by Miami-Dade Fire Rescue Department to construct Palmetto Bay Fire Rescue Station 62. This site is an alternative to other sites previously considered for acquisition, including land owned by the Palmetto Bay Village Center, Florida Power and Light, and the U.S. Department of Agriculture. None of those alternative sites materialized for various reasons.

The contract is contingent upon receiving site plan approval for the fire station from Palmetto Bay. On, September 11, 2014, in conjunction with the property owner, the Miami-Dade Fire Rescue Department filed a zoning hearing application with Palmetto Bay seeking site plan approval. Palmetto Bay's Planning and Zoning staff reviewed the site plan and drafted a favorable recommendation to the Palmetto Bay Council. On October 20, 2014, the site plan for the fire station was approved by the Palmetto Bay Council.

Additional purchase details are as follows:

SELLER:	Old Cutler Presbyterian Church, Inc., a 501(c)(3) not-for-profit Florida corporation
COMPANY PRINCIPALS:	Richard Cook, President
LOCATION:	Southeast corner of Old Cutler Road and SW 142 Terrace, Palmetto Bay, FL
SIZE:	Approximately 50,889 square feet or 1.17 acres
FOLIO NUMBER:	33-5023-001-0080
ZONING:	E-1 (One Acre Estate, Single Family District); Purchase is subject to site plan approval by the Village of Palmetto Bay.
PURCHASE AMOUNT:	\$500,000
APPRAISED VALUE:	\$845,000 and \$870,000 (See attached appraisal summaries, Exhibit C)

Attachment



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Russell Benford  
Deputy Mayor



# MEMORANDUM

(Revised)

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

**DATE:** January 21, 2015

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

**SUBJECT:** Agenda Item No. 14(A)(1)

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. 14(A)(1)  
1-21-15

RESOLUTION NO. R-68-15

RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$500,000.00 FOR SALE AND PURCHASE BETWEEN OLD CUTLER PRESBYTERIAN CHURCH, INC., AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, FOR A PROPERTY LOCATED AT THE SOUTHEAST CORNER OF OLD CUTLER ROAD AND SW 142 TERRACE, VILLAGE OF PALMETTO BAY, FLORIDA FOR THE PURPOSE OF CONSTRUCTING PALMETTO BAY FIRE RESCUE STATION 62; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT, EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, TO TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE AND ACCEPT CONVEYANCE OF PROPERTY BY WARRANTY DEED; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED

**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 approves the Contract for Sale and Purchase between Old Cutler Presbyterian Church, Inc., the Seller, and the County, the Buyer, (attached as Exhibit A) for property located at the southeast corner of Old Cutler Road and SW 142 Terrace, Village of Palmetto Bay, Florida and appraised as set forth in the summaries in Exhibit C, in the amount of \$500,000.00 for the purpose of constructing Palmetto Bay Fire Rescue Station 62, 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, to exercise any and all rights conferred therein, to

take all other actions necessary to effectuate said purchase, and to accept conveyance of said property by Warranty Deed (attached as Exhibit B).

**Section 2.** Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or the County 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 **Xavier L. Suarez**, who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 21<sup>st</sup> day of January, 2015. 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: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in cursive script, appearing to read "MRP", is written over a horizontal line.

Monica Rizo

EXHIBIT A

CONTRACT FOR SALE AND PURCHASE

Project: Palmetto Bay Fire Station Site  
Folio No: 33-5023-001-0080

This Contract for Sale and Purchase is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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. 1<sup>st</sup> Street, Suite 2460, Miami, Florida, 33128, and Old Cutler Presbyterian Church, Inc., a 501(c)(3) not-for-profit corporation, hereinafter referred to as "Seller," whose post office address is 14401 Old Cutler Road, Palmetto Bay, Florida 33158.

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 comprising 50,965 square feet of land located in Miami-Dade County, Florida, which real property is legally and more specifically described as "Lot 8 of SUNNY SOUTH ACRES, as recorded in Plat Book 58, Page 40, of the Public Records of Miami-Dade County, Florida," together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real property, 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 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 (collectively, the "Real Property.")

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the real property of Five Hundred Thousand and 00/100 dollars (\$500,000). The purchase price is predicated on a site area of 50,965 square feet and 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. If the price is changed based on the survey, the new purchase price shall be agreed to by both parties, Buyer and Seller, within [15] days of notice from the Buyer to the Seller of the new purchase price ("New Price Notice"). Failure of either party to disapprove the new purchase price within [15] days of the New Price Notice, shall be deemed an automatic approval of the new purchase price.

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 or wire transfer of U.S. funds 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 General 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 General 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 Seller 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 Sellers' 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 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 Seller 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.** Seller, at Seller'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. 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. 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 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: the buyer securing site plan, zoning, and land use approvals necessary for the construction of a fire rescue station substantially in compliance with plans prepared by Miami-Dade Fire Rescue; validation that the purchase price is not more than the current market value of the real property as determined by an appraisal to be prepared by and for the Buyer in accordance with Miami-Dade County procedures; and approval by the Miami-Dade County Board of County Commissioners ("Board"), 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 and the Effective Date of the Contract shall occur on or before October 1, 2015 or this Contract shall be deemed null and void. Notwithstanding the foregoing, in the event that the Buyer fails to exercise diligent, good faith, reasonable efforts to have the Contract fully approved by Buyer, as set forth in this Paragraph 28, then the Seller shall have the option to terminate this Contract any time after April 1, 2015 upon written notice to the Buyer. For purposes of this Contract, the Buyer shall be deemed to have exercised diligent, good faith, reasonable efforts if the Buyer has submitted its application(s) for site plan approvals to the governmental body(ies) with jurisdiction on or before April 1, 2015.

**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: Dawn M. Soper, Real Estate Officer  
Miami Dade County, Internal Services Department  
Real Estate Development Division  
111 NW 1<sup>st</sup> Street, Suite 2460  
Miami, Florida 33128

as to Seller: The Reverend Craig L. Branson  
Executive Minister  
Old Cutler Presbyterian Church  
14401 Old Cutler Road  
Miami, FL 33158

Drew Kern, Realtor Associate  
Esslinger Wooten Maxwell  
550 South Dixie Highway  
Coral Gables, FL 33146

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: \_\_\_\_\_

*Sherry A Cook*  
\_\_\_\_\_  
Witness  
*Sherry A Cook*  
\_\_\_\_\_  
Print

SELLER:  
Old Cutler Presbyterian Church, Inc.  
By: *Richard B Cook*  
\_\_\_\_\_  
Richard Cook, President

*Drew Kern*  
\_\_\_\_\_  
Witness  
*DREW KERN*  
\_\_\_\_\_  
Print

Date: 9/20/14

STATE OF Florida  
COUNTY OF Miami-Dade

I HEREBY CERTIFY, that on this 20 day of September, 2014, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Richard Cook, as President of Old Cutler Presbyterian Church, Inc., (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 16775 SW 80 Ave., in the County and State aforesaid, on this, the 20 day of September, 2014.



STACEY KERN  
MY COMMISSION # FF 036402  
EXPIRES: September 4, 2017  
Bonded Thru Budget Notary Services

Stacey Kern (SEAL)  
Notary Public

Stacey Kern  
Print Name  
Notary Public, State of Florida  
My Commission expires Sept. 4, 2017

NOTARY SEAL / STAMP

Approved as to form and legal sufficiency:

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

**EXHIBIT B**

This instrument prepared by:  
Miami-Dade County ISD  
Real Estate Development Division  
111 NW 1<sup>st</sup> Street, 24<sup>th</sup> Floor  
Miami, Florida 33128

After recording return to:  
Miami-Dade County, ISD  
Real Estate Development Division  
111 N.W. 1<sup>st</sup> Street, Suite 2460  
Miami, Florida 33128

Folio Number: 33-5023-001-0080

**USER DEPT.: Miami-Dade Fire Rescue**

**WARRANTY DEED**

**THIS WARRANTY DEED** is made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between **OLD CUTLER PRESBYTERIAN CHURCH, INC., a 501(c)(3) not-for-profit Florida corporation**, (hereinafter referred to as the "Grantor"), whose mailing address is 14401 Old Cutler Road, Palmetto Bay, Florida 33158, and **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida** (hereinafter referred to as the "Grantee") whose address is Stephen P. Clark Center, 111 NW Street, Suite 17-202, 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:

Lot 8 of **SUNNY SOUTH ACRES**, as recorded in Plat Book 58,  
Page 40, of the Public Records of Miami-Dade County, Florida.

**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 2014 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:

**OLD CUTLER PRESBYTERIAN CHURCH, INC., a 501(c)(3) not-for-profit Florida corporation**

\_\_\_\_\_  
Witness Signature:  
Printed Name:\_\_\_\_\_

By: \_\_\_\_\_  
Richard Cook, President

\_\_\_\_\_  
Witness Signature:  
Printed Name\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014 by Richard Cook, as President of Old Cutler Presbyterian Church, Inc. 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 \_\_\_\_\_.

EXHIBIT C

Summary of Important Facts and Conclusions

GENERAL

Subject:

SE Cor. SW 142 Terr. and Old Cutler Road, Palmetto Bay, Miami-Dade County, FL, 33158-1347

The subject property is a vacant lot located at the southeast corner of SW142 Terrace and Old Cutler Road. The site is level and appears to be at street grade. The subject site is irregularly shaped, has an area of approximately 50,930 square feet or 1.1692 acres, and is currently zoned E-1 by the Village of Palmetto Bay.

Owner:

Old Cutler Presbyterian Church

Legal Description:

Lot 8, Sunny South Acres S/D as recorded in Plat Book 58, Page 40, Public Records of Miami-Dade County, Florida.

Date of Report:

September 24, 2014

Intended Use:

The intended use is for acquisition purposes for the proposed construction of a fire station.

Intended User(s):

The Miami-Dade County Internal Services Department and Miami-Dade County Fire Rescue Department.

Assessment:

Real Estate Assessment and Taxes

Tax ID	Land	Improvements	Other	Total	City Rate	County Rate	Other Rate	Tax Rate	Taxes
33-5023-001-0080	\$321,799	\$0	\$0	\$321,799	\$2.45	\$7.83	\$8.89	\$19.17	\$6,170

Subject property has a religious exemption and currently is not being taxed.

Sale History:

The subject sold for \$100,000 on August 6, 1981.

Land:

Land Summary

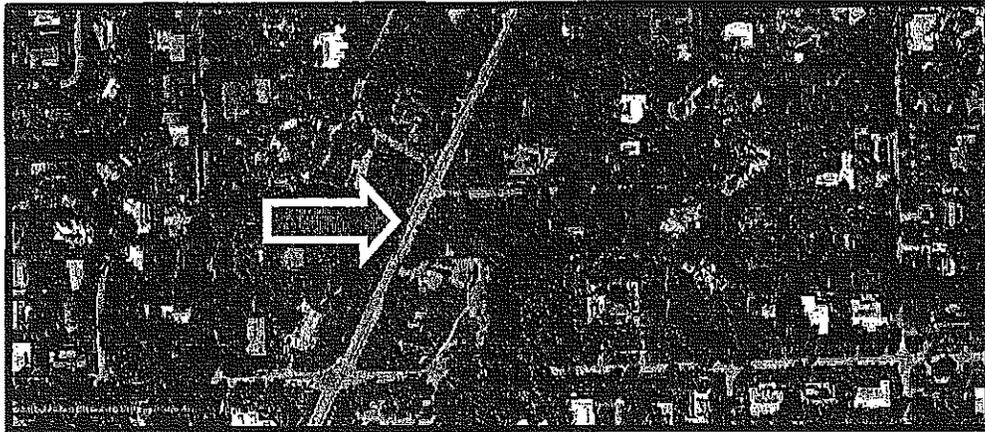
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
SE corner of	1.1692	50,930	1.1692	50,930	Level	The site is irregularly shaped

**Zoning:** E-1, One Acre Estate Single Family District  
**Highest and Best Use of the Site:** to improve with a large luxury single family home.  
**Type of Value:** Market Value

VALUE INDICATIONS	
<b>Sales Comparison Approach:</b>	\$845,000

<b>Reconciled Value(s):</b>	<b>As Is</b>
Value Conclusion(s)	\$845,000
Effective Date(s)	September 15, 2014
Property Rights	Fee Simple

## SUMMARY OF FACTS AND CONCLUSIONS



Property Name:	Palmetto Bay Vacant Land
Property Type:	vacant land
Location:	14211 Old Cutler Road Palmetto Bay, FL 33158
Folio Number :	33-5023-001-0080
Census Tract:	82.05
Interest Appraised:	Fee Simple
Date of Appraisal:	September 17, 2014
Dates of Inspection:	September 17, 2014
Date of Report:	September 30, 2014
Zoning:	E-1, Estate-Single Family by the Village of Palmetto Bay
Property Size:	50,965 square feet or 1.17 acres
Highest and Best Use:	As Vacant - Residential Development
Real Estate Taxes (2013)	
2014 Millage Rate:	19.1727
Land Assessment:	\$321,799
Building Assessment:	\$0
2014 Total Assessment:	\$321,799
2014 Taxes:	\$6,169.76

**Summary of Important Facts and Conclusions (continued)****Value Indication, as September 15, 2014:**

Final Value Estimate "As Is"                      \$870,000 or \$17.00 per square foot

Estimated Marketing Time:                      12 months



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On: 10/15/2014

Property Information	
Folio:	33-5023-001-0080
Property Address:	
Owner	OLD CUTLER PRESBYTERIAN CH INC
Mailing Address	14401 OLD CUTLER RD MIAMI, FL 33158-1722
Primary Zone	2300 ESTATES - 1 ACRE
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	50,965 Sq.Ft
Year Built	0



Assessment Information			
Year	2014	2013	2012
Land Value	\$321,799	\$246,712	\$368,900
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$321,799	\$246,712	\$368,900
Assessed Value	\$271,383	\$246,712	\$354,469

Benefits Information				
Benefit	Type	2014	2013	2012
Non-Homestead Cap	Assessment Reduction	\$50,416		\$14,431
Religious	Exemption	\$271,383	\$246,712	\$354,469

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

Short Legal Description	
23 55 40 1.17 AC	
SUNNY SOUTH ACRES PB 58-40	
LOT 8	
LOT SIZE IRREGULAR	
OR 11181-2166 & 11179-1949 0881 5	

Taxable Value Information			
	2014	2013	2012
<b>County</b>			
Exemption Value	\$271,383	\$246,712	\$354,469
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$321,799	\$246,712	\$368,900
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$271,383	\$246,712	\$354,469
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$271,383	\$246,712	\$354,469
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
03/01/1976	\$43,000	00000-00000	2008 and prior year sales; Qual by exam of deed
04/01/1972	\$23,000	00000-00000	2008 and prior year sales; Qual by exam of deed
03/01/1972	\$18,000	00000-00000	2008 and prior year sales; Qual by exam of deed

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Version: