OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(F)(2)

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

DATE: September 1, 2015

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

SUBJECT: Resolution approving a contract in the amount of $740,000.00 for sale and purchase between priority Holdings, LLC, as seller, and Miami-Dade County, as buyer, for a property located at 883 NE 89 Street, Unincorporated Miami-Dade County, Florida, for the purpose of expanding Military Trail Park; authorizing the County Mayor 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 to record such deed

Resolution No. R-712-15

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

R. A. Cuevas, Jr.
County Attorney

RAC/cp

/

Memorandum

MIAMI-DADE COUNTY

Date: September 1, 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 883 NE 89 Street, Unincorporated Miami-Dade County, Florida, for Expansion of Military Trail Park

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution, which authorizes the execution of a Contract for Sale and Purchase (attached) between Miami-Dade County and Priority Holdings, LLC. More specifically, the resolution does the following:

- Authorizes the acquisition of a property (Folio No. 30-3206-000-0080) with approximately 43,560 square feet (one acre) of vacant land located at 883 NE 89 Street, unincorporated Miami-Dade County, Florida, for the purpose of expanding Military Trail Park;
- Authorizes the County Mayor or the County Mayor's designee to execute the Contract for Sale and Purchase (Attachment A to the resolution) in the amount of $740,000, not including closing costs of approximately $5,000, bringing the total fiscal impact to $745,000; and
- Authorizes the County Mayor or the County Mayor's designee to accept the conveyance by Warranty Deed (Attachment B to the resolution), 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 3, which is represented by Commissioner Audrey M. Edmonson.

Fiscal Impact/Funding Source

The estimated total cost of the acquisition is $745,000 and includes $740,000 for the purchase of the real property and $5,000 for closing costs. The funding source for the acquisition and development of the park is from Open Space Impact Fee funds.

Track Record/Monitoring

Shannon Clark of the Real Estate Development Division in the Internal Services Department is managing the purchase of this property on behalf of the Parks, Recreation and Open Spaces Department. Alissa Turtletaub of the Parks, Recreation and Open Spaces Department will manage the planning for the expansion of Military Trail Park.

Delegation of Authority

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

Background

The North Shorecrest community has expressed a need for additional park land in the area. The property to be purchased consists of approximately one (1) acre of vacant, undeveloped land that has been selected by the Parks, Recreation and Open Spaces Department for the expansion of Military Trail Park. The vacant land is directly adjacent to the current park and will maximize open recreational space for area residents.

This acquisition complies with Resolution No. R-953-12, which directs the County Mayor or County Mayor's designee to consider and analyze whether an undeveloped vacant parcel of land adjacent to an existing County park that is for sale should be purchased by the County to expand the park as funds are available for the expansion of the park and the expansion will contribute to the social well-being of area residents.

Additional purchase details are as follows:

SELLER:	Priority Holdings, LLC, a Florida limited liability corporation
COMPANY PRINCIPAL:	Lazaro L. Alvarez, Manager Member
LOCATION:	883 NE 89 Street, unincorporated Miami-Dade County, Florida
SIZE:	Approximately 43,560 square feet or one (1) acre
FOLIO NUMBER:	30-3206-000-0080
ZONING:	RU-1M(b)/Modified Single Family Residential
PURCHASE AMOUNT:	$740,000
APPRAISED VALUE:	Attachment 1 to the transmittal memorandum has two (2) summary appraisals as well as the summary report from the Property Appraiser

Attachments

Michael Spring
Senior Advisor

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Appraised:	883 N.E. 89 Street Miami-Dade County, Florida
Property Type:	Residential site
Folio Number:	30-3206-000-0080
2014 Real Estate Tax Assessment:	
Land Assessment	$331,383
Improvement Assessment	$ 0
Total Assessment	$331,383
Real Estate Taxes	$6,321.95
Ownership:	Priority Holdings, LLC 5794 Bird Road, Suite 210 Miami, Florida 33155
Interest Appraised:	Fee Simple Estate
Land Area:	43,560 Square Feet 1.00 Acre
Land Use:	"Low Density Residential (2.5 to 6 units/acre"; Miami Gardens
Zoning:	"RU-1M(b)" (Modified Single-Family Residential District); Miami-Dade County
Highest and Best Use:	
As Though Vacant	Single-family residential development within the constraints of zoning and market demand.
Date of Valuation:	December 3, 2014
Date of Report:	December 17, 2014
Market Value Indications	
Income Approach:	Not Applicable
Sales Comparison Approach:	$740,000
Cost Approach:	Not Applicable
Final "As Is" Value Estimate:	$740,000

SLACK
JOHNSTON
MAGENHEIMER

Report Type:	Appraisal Report
Effective Date of Value:	December 23, 2014
Date of Report Revised:	May, 26 , 2015
Property Type:	The subject property is appraised as a vacant and unimproved site.
Location:	883 NE 89 Street Miami (Unincorp.), Florida 33138
Property rights appraised:	Fee Simple Interest
Site:	43,560+/-SqFt
Intended use/user:	This report is expressly prepared for *Miami-Dade County Internal Services Dept,* which is our client and no other user is intended The intended use is to assist the client in a decision making process. The intended users may include representatives of *Miami-Dade County Internal Services Dept.* The report is not intended to be relied upon by anyone other than its intended user or for any purpose other than that which is listed above.
Zoning:	RU-1M(b)/Modified Single Family Residential
Flood Zone:	"AE"Community Map #12086C, Panel #0306L dated September 11, 1999.
Folio Number:	30-3206-000-0080
Highest and Best Use:	**As Vacant: Single Family Residential**
Real Estate Taxes:	The subject is currently assessed as follows $331,383 for land. 2014 taxes are $6,321.95 Taxes appear current

Value Indications Via:

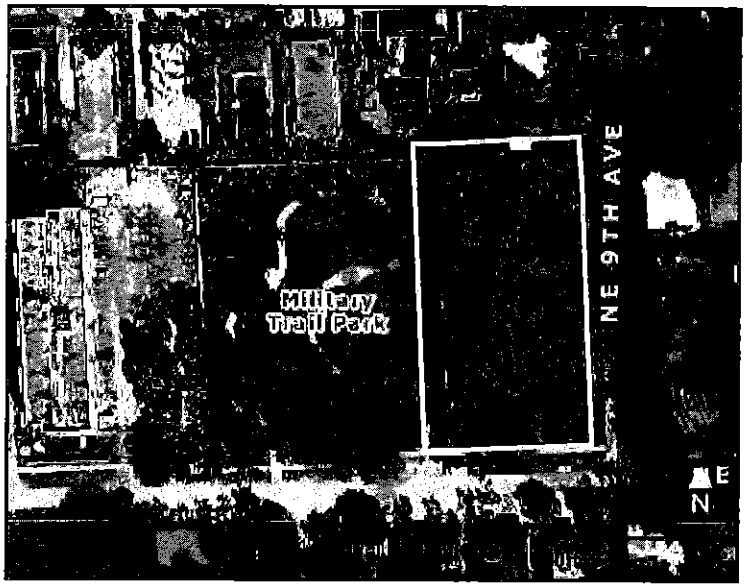
Cost Approach	N/A
Sales Comparison Approach	$785,000.00
Income Approach	N/A

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 6/16/2015

Property Information	
Folio:	30-3206-000-0080
Property Address:	883 NE 89 ST
Owner	PRIORITY HOLDINGS LLC
Mailing Address	5794 BIRD RD #210 MIAMI , FL 33155
Primary Zone	0103 MODIFIED SINGLE FAM RES
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	43,560 Sq.Ft
Year Built	0



Assessment Information			
Year	2015	2014	2013
Land Value	$703,494	$331,383	$370,260
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$703,494	$331,383	$370,260
Assessed Value	$364,521	$331,383	$370,260

Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	$0	$0	$0
Taxable Value	$364,521	$331,383	$370,260
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$703,494	$331,383	$370,260
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$364,521	$331,383	$370,260

Benefits Information				
Benefit	Type	2015	2014	2013
Non-Homestead Cap	Assessment Reduction	$338,973		

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

Short Legal Description
6 53 42
E171.44FT OF S322.46FT OF NW1/4
OF SE1/4 OF SE1/4 LESS E25FT &
S25FT FOR ST
LOT SIZE 43560 SQUARE FEET

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/15/2013	$390,000	28870-1429	Qual by exam of deed
01/11/2011	$2,000	27569-0868	Financial inst or "In Lieu of Forclosure" stated
08/01/2004	$715,000	22615-1249	2008 and prior year sales; Qual by exam of deed
08/01/2003	$475,000	21547-3153	2008 and prior year sales; Qual by exam of deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

MEMORANDUM

(Revised)

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

DATE: September 1, 2015

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

SUBJECT: Agenda Item No. 8(F)(2)

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)(2)
9-1-15

RESOLUTION NO. R-712-15

RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF $740,000.00 FOR SALE AND PURCHASE BETWEEN PRIORITY HOLDINGS, LLC, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, FOR A PROPERTY LOCATED AT 883 NE 89 STREET, UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA, FOR THE PURPOSE OF EXPANDING MILITARY TRAIL PARK AND AUTHORIZING THE EXPENDITURE UP TO $5,000.00 FOR CLOSING COSTS; 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 foregoing recital is incorporated in this resolution and is approved.

Section 2. The Board approves the Contract for Sale and Purchase between Priority Holdings, LLC, the Seller, and the County, the Buyer, for property located at 883 NE 89 Street, unincorporated Miami-Dade County, Florida in substantially the form attached hereto as Attachment "A" and made a part hereof, in the amount of $740,000.00, and the expenditure of $5,000.00 for closing costs, for the purpose of expanding Military

Trail 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, to exercise any and all rights conferred therein and all other actions necessary to effectuate said purchase, and to accept conveyance of said property by Warranty Deed in substantially the form attached hereto as Attachment "B" and made a part hereof.

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 **Audrey M. Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **nay**
Esteban L. Bovo, Jr., Vice Chairman **absent**

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of September, 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.

Monica Rizo Perez

ATTACHMENT A

CONTRACT FOR SALE AND PURCHASE

Project: Military Trail Park Expansion
Folio Nos.: 30-3206-000-0080

This Contract for Sale and Purchase is entered into as of the _____ day of _____, 2015 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. 1st Street, Suite 2460, Miami, Florida 33128, and Priority Holdings, LLC, a Florida limited liability company, hereinafter referred to as "Seller" whose Post Office Address is 5794 Bird Road, Suite 210, Miami, Florida 33155.

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, 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 $740,000.00 (Seven Hundred Forty Thousand and 00/100 Dollars), by County check or wire transfer of U.S. funds. The purchase price is predicated on a site area of 43,560 square feet or 1.00 acre more or less, 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. 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 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 PHASE I Environmental Site Assessment Report 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 Seller sole discretion elect 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 Seller 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 PHASE I Environmental Site Assessment Report 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. Buyer, at Buyer's sole cost and expense and not less than 30 days prior to closing, obtain 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. 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 special, consequential, or punitive damages 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"). 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:

Shannon Clark, Real Estate Officer
Miami-Dade County-Internal Services Department
111 NW 1st Street, Suite 2460
Miami, Florida 33128

as to Seller:

Luis Alvarez, Manager Member
Priority Holdings, LLC, a Florida limited liability company
5794 Bird Road, Suite 210
Miami, Florida 33155

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: _____

Shannon Clark
Witness
Shannon Clark
Print

Carmen O. Gomez
Witness
CARMEN O. GOMEZ
Print

SELLER:
Priority Holdings, LLC

By: _____
Lazaro Luis Alvarez
Manager Member

Date: 1/30/15

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 30th day of January, 2015, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Luis Alvarez, as Manager Member, of Priority Holdings, LLC, a Florida limited liability company, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami, Florida, in the County and State aforesaid, on this, the 30th day of January, 2015.

Carmen O. Gomez (SEAL)
Notary Public

CARMEN O. GOMEZ
Print Name
Notary Public, State of Florida
My Commission expires 3/20/15

NOTARY SEAL / STAMP

Notary Public State of Florida
Carmen O Gomez
My Commission EE075605
Expires 03/20/2015

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

EXHIBIT "A"

Legal Description

FOLIO NO.: 30-3206-000-0080

The East 171.44 feet of the South 322.46 feet of the Northwest One-Quarter of the Southeast One-Quarter of the Southeast One-Quarter of Section 6, Township 53 South, Range 42 East, Less the East 25.00 feet and the South 25.00 feet, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Miami-Dade County, Florida.

ATTACHMENT B

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

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

Property ID#: **30-3206-000-0080**

USER DEPT.: Parks, Recreation and Open Spaces

WARRANTY DEED

THIS WARRANTY DEED is made this _____ day of_____, 20__ by and between **Priority Holdings, LLC, a Florida limited liability company** (hereinafter referred to as the "Grantor"), whose mailing address is 5794 Bird Road, Suite 210, Miami, Florida 33155, and **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida** (hereinafter referred to as the "Grantee") whose address is 111 NW 1st Street, Miami, Florida 33128 c/o Miami-Dade County Parks, Recreation and Open Spaces, whose address is 275 NW 2nd Street, 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:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 2015 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:

Priority Holdings, LLC
a Florida limited liability company

_____

Print Name:_____

By: Lazaro Luis Alvarez
Manager Member

_____

Print Name:_____

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

The foregoing instrument was acknowledged before me this ___ day of _____, 20__by Lazaro Luis Alvarez, as Manager Member of Priority Holdings, LLC. Such person is personally known to me or produced _____as identification.

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

My commission expires:

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