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

MEMORANDUM

Special Item No. 1

TO: Honorable Chairman Jean Monestime and Members, West Perrine Community Redevelopment Agency

DATE: July 14, 2015

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

SUBJECT: Resolution of West Perrine Community Redevelopment Agency requesting the County Mayor to take all necessary actions to accomplish the acquisition of available vacant property in close proximity to Historic Bethel House, at appraised value, as determined by an independent appraiser or the County's Property Appraiser, plus typical and reasonable costs associated with the acquisition to include closing costs, for the purpose of constructing parking for Bethel House

Resolution No. CRA-3-15 West Perrine

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

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Special Item No. 1
7-14-15

RESOLUTION NO. CRA-3-15 West Perrine

RESOLUTION OF WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY REQUESTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL NECESSARY ACTIONS TO ACCOMPLISH THE ACQUISITION OF AVAILABLE VACANT PROPERTY IN CLOSE PROXIMITY TO HISTORIC BETHEL HOUSE, AT APPRAISED VALUE, AS DETERMINED BY AN INDEPENDENT APPRAISER OR THE COUNTY'S PROPERTY APPRAISER, PLUS TYPICAL AND REASONABLE COSTS ASSOCIATED WITH THE ACQUISITION TO INCLUDE CLOSING COSTS, FOR THE PURPOSE OF CONSTRUCTING PARKING FOR BETHEL HOUSE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE (1) TO EXECUTE A CONTRACT ON BEHALF OF WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY FOR THE PURCHASE OF SUCH PROPERTY, (2) TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, (3) TO ACCEPT CONVEYANCE OF THE PROPERTY BY DEED, (4) TO RECORD SUCH DEED, (5) TO TAKE ALL ACTIONS NECESSARY, (6) TO ASSIST THE AGENCY TO CONSTRUCT A PARKING LOT ON SUCH PROPERTY, AND (7) TO PREPARE AND SUBMIT A REPORT

WHEREAS, the Miami-Dade Board of County Commissioners (the "County Commission") created the West Perrine Community Redevelopment Agency (the "Agency") in accordance with Chapter 163, Part III, Florida Statutes (the "Act"); and

WHEREAS, the Agency was created to eliminate slum or blight in the West Perrine Community Redevelopment Area (the "Area"); and

WHEREAS, the Agency in accordance with its community redevelopment plan, which was approved by the County Commission, is also tasked with supporting historic elements located within the Area; and

WHEREAS, the historic Bethel House, which is the last known standing house built by Bahamian settlers in the Area, is currently a museum that celebrates Bahamian heritage in the West Perrine community; and

WHEREAS, the Bethel House is in need of parking adjacent to or in close proximity to the museum; and

WHEREAS, Miami-Dade County (the "County") staff has identified several vacant properties, which are more fully described in Exhibit "A" attached hereto and incorporated by reference, that may be suitable for parking for Bethel House; and

WHEREAS, all of those parcels are located within the Perrine Community Urban Center, which may allow them to be used for parking for the Bethel House under current zoning regulations; and

WHEREAS, the Agency's Board of Commissioners (the "Board") wishes to (1) purchase one of the properties identified in Exhibit A at an amount not to exceed the market value as determined by an independent appraiser or the County's Property Appraiser; (2) to construct a parking lot upon the property; and (3) upon the completion of the parking lot, to convey the property to Bethel House, subject to further approval by the Agency,

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

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

Section 2. This Board requests the County Mayor or the County Mayor's designee:

(1) to purchase one of the properties, more fully described in Exhibit "A" attached hereto and incorporated by reference, on behalf of the Agency in an amount not to exceed the appraised value as determined by an independent appraiser or the County's Property Appraiser, plus typical and reasonable costs associated with the acquisition to include closing costs;

(2) to execute a contract, on behalf of the Agency, for the purchase of the property, in substantially the form attached hereto as Exhibit "B" and incorporated herein by reference, and to exercise any and all rights conferred therein and to take all other actions necessary to effectuate said purchase;

(3) to accept conveyance of the property by deed evidencing the transfer of title to the Agency, to record the deed in the Public Records of Miami-Dade County, Florida, and to provide a recorded copy of the deed to the Clerk of the Board of County Commissioners within thirty (30) days of execution of said instrument;

(4) to take all necessary actions, including but not limited to submitting an application for rezoning to the County, if necessary, to allow for the construction of a parking lot on the property; and

(5) to construct a parking lot upon the property.

Section 3. This Board requests that the County Mayor, or the County Mayor's designee, perform all necessary due diligence within 90 days from the effective date of this resolution, including title work, environmental assessments, and any other evaluation which is necessary in their discretion to confirm that there are no issues impacting the Agency's intended purchase or conveyance, to identify and negotiate any liens on the property identified for purchase, and to procure an appraisal of the market value of the such property.

Section 4. This Board further requests that the County Mayor or the County Mayor's designee present a status report to this Board within 120 days of the effective date of this resolution, including but not limited to whether the County Mayor or the

County Mayor's designee was able to acquire the property, the purchase price of the property, and any issues precluding or impacting the acquisition of the property. This Board further requests the County Mayor or the County Mayor's designee to place the completed report on an agenda of this Board.

Section 5. Upon the completion of the parking lot described herein, this Board requests that the County Mayor or the County Mayor's designee provide a written report to this Board, in a manner set forth in Section 4 of this resolution, within 30 days of the completion of the construction so that the Board can take further action to convey the property to the Bethel House.

Section 6. This Board directs the Clerk of the Board to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Dennis C. Moss. It was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
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	**aye**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 14th day of July, 2015.

WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY BY ITS BOARD OF COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County as to form and legal sufficiency. CJS for TAS

Terrence A. Smith

EXHIBIT A

Summary of Market Value Appraisals: West Perrine CRA - Potential Site Acquisitions

Property	Folio	Location	Owner (P.A. Record)	Lot Sq. Ft. (PA Record)	Imp. Sq.Ft.	Appraised Market Value	MV $/Sq. Ft.	PA Market Value	Last Sale	Last Sale $	Comments
1	30-5032-014-0210	SWC of SW 182 St. and SW 102 Ct.	Wesley Williford	4,000	0	$ 14,000	$ 3.50	$ 18,240	10/24/2014	$ 9,100.00	Outstanding Liens of $176,000
2	30-5032-014-0140	SW 102 Ave., Adjacent/North of 18240 SW 102 Ave.	Jesse L. Coleman	4,000	0	$ 14,000	$ 3.50	$ 12,000	TBD; 1970's / several transfers thereafter; 2014 Pd / 2013 past due		
3	30-5032-014-0230	SW 102 Ct., Adjacent/North of 18216 SW 102 Ct.	Earl and Fronda Fore			$ 14,000	$ 3.50	$ 12,000	N/A; Tax Certificate / Auction 5-14-15 + 30/60 Days		
4	30-5032-014-0110	SEC of SW 182 St. and SW 102 Ave.	Karla Jenkins Carey	4,000	0	$ 14,000	$ 3.50	$ 24,000	1991; Taxes paid		
5a	30-5032-000-1260	North Side of SW 182 St., Adjacent/East of 10261 SW 182 St.	Madison & Lillie B. Holmes	17,920	0	$ 52,000	$ 2.90	$ 53,760	7/1/1990	$ 12,500.00	
5b	30-5032-000-1261	North Side of SW 182 St., East of Parcel 1260	Madison & Lillie B. Holmes	12,750	0	$ 37,000	$ 2.90	$ 18,736	TBD	TBD	
5a & b Total				30,670		$ 89,000	$ 2.90	$ 72,496			

EXHIBIT "B"

CONTRACT FOR SALE AND PURCHASE

Project: _____
Folio No: _____

This Contract for Sale and Purchase is entered into as of the day of , 2015 by and between WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, hereinafter referred to as "Buyer," whose post office address is 111 N.W. 1st Street, Suite _____, Miami, Florida, 33128, and _____, whose post office address is _____, Miami, Florida 33138, hereinafter referred to as "Seller."

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

1. REALTY. Seller agrees to sell to Buyer, and its successors in interest, and Buyer agrees to purchase from Seller, that certain Real Property comprising _____square feet of land 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 _____ dollars ($_____). The purchase price is predicated on a site area of _____ 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 the Buyer's 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 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 Sellers responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, at its expense, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment. Said commitment shall show a good, marketable and insurable title to the Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the Warranty Deed. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer. If the title commitment shows title to the 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 obtain a Phase I Environmental Site Assessment of the property 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's sole discretion, elects in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing, Buyer will proceed to Closing without delay. If Seller is unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to closing at Buyers option without adjustment to the Purchase Price. Such option is to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that Seller is unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth. If the Phase I Environmental Assessment 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 shall 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 Real Property, 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 Miami-Dade 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. Buyer shall be responsible for recording fees on the Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

16. LOSS. All risk of loss to the 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 Board of Commissioners of the West Perrine Community Redevelopment Agency ("Board"), as well as public hearing for zoning or governmental facility approval, if applicable. The date of such approval of the Contract by Buyer, as set forth above, is the Effective Date of this Contract.

29. 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.

30. 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 1st Street, Suite 2460
Miami, Florida 33128

as to Seller:

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

ATTEST:

By: _____
Clerk

BUYER:
WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY

By: _____
Mayor or Deputy Mayor

Date: _____

Approved as to form and legal sufficiency:

_____
Terrence A. Smith
Assistant County Attorney

_____
Witness

_____
Print

_____
Witness

_____

SELLER:

By: _____

Date: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____, 2015, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, _____, 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 _____, in the County and State aforesaid, on this, the ____ day of _____, 2015.

_____ (SEAL)
Notary Public

_____
Print Name
Notary Public, State of_____
My Commission expires_____

NOTARY SEAL / STAMP

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY