

MEMORANDUM

Agenda Item No. 8(F)(1)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

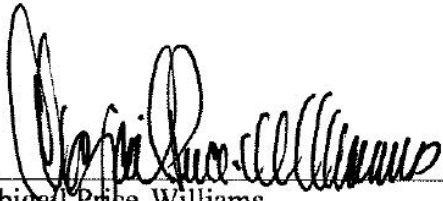
DATE: July 21, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a contract for sale and purchase between Grec Homes VIII, LLC as seller, and Miami-Dade County, as buyer, for approximately 58,651 square feet of vacant land located on the north side of West Palm Drive (SW 344 Street), west of North Redland Road (SW 187 Avenue), Florida City, Florida in the amount of \$521,705.00 and authorizing the expenditure of up to \$3,000.00 for closing costs, funded by Fire Impact Fees; authorizing the County Mayor to execute the contract for sale and purchase, exercise any and all rights conferred therein, take all other actions necessary to effectuate said purchase and accept conveyance of property by General Warranty Deed; and directing the County Mayor to record such Deed

Resolution No. R-725-20

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


Abigail Price-Williams
County Attorney

APW/uw

Memorandum



Date: July 21, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in blue ink, likely belonging to Carlos A. Gimenez, the Mayor.

Subject: Resolution Authorizing the Execution of a Contract for Sale and Purchase of Approximately 58,651 square feet of Vacant Land Located on the north side of West Palm Drive (SW 344 ST) and west of North Redland Road (SW 187 Ave.) Florida City, Florida for the Purposes of Constructing a Fire Station
Folio No.: 16-7823-000-0023

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a Contract for Sale and Purchase for the acquisition of approximately 58,651 square feet (1.35 acres) of vacant land (Property) between Miami-Dade County (Buyer), and GREC Homes VIII, LLC, a Florida limited liability corporation (Seller). More specifically, the resolution does the following:

- Authorizes the acquisition of approximately 58,651 square feet of vacant land located on the north side of West Palm Drive (SW 344 Street) and west of North Redland Road (SW 187 Avenue), Florida City, Florida (Folio No. 16-7823-000-0023), for the purposes of constructing Florida City Fire Station No. 72;
- Authorizes the County Mayor or County Mayor's designee to execute a Contract for Sale and Purchase in the amount of \$521,705 (Attachment 1 to the resolution) and expenditures up to \$3,000 for closing costs; and
- Authorizes the County Mayor or County Mayor's designee to accept the conveyance by General Warranty Deed (Exhibit B to Attachment 1 to the resolution), to record the instrument of conveyance in the public records of Miami-Dade County to exercise any and all other rights set forth in the Contract for Sale and Purchase, and to take all other actions necessary to effectuate the conveyance.

Scope

The Property is located in Commission District 9, which is represented by Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

The estimated total cost of the acquisition is \$524,705; which includes \$521,705 for the acquisition of the Property and approximately \$3,000 for closing costs. The acquisition and closing costs will be funded from Fire Impact Fees. The total cost for remediation of the Property, including the initial well monitoring cost is estimated to be \$47,500. The acquisition and closing costs, as well as remediation costs will be funded from Fire Impact Fees.

In accordance with the requirements in Section 125.355, Florida Statutes, two independent appraisals were procured by the Miami-Dade County Internal Services Department. The appraisals considered the proposed use of the site to support commercial fire station development. One appraisal, dated January 4, 2019, valued the Property at \$500,000 (Attachment 2), and the second appraisal, dated January 1, 2019, valued the Property at \$585,000 (Attachment 3). The average of the two appraisals is \$542,500, which is \$20,795 higher than the purchase price.

Track Record/Monitoring

Jessica Gutierrez of the Internal Services Department is managing the purchase of this property. Carlos Heredia of the Miami-Dade Fire Rescue Department Planning Section is managing the development of the fire station

Delegation of Authority

Authorizes the County Mayor or 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 development of the proposed Florida City Fire Station No. 72 will provide an essential public service to the residents of Florida City, Homestead, and Unincorporated Miami-Dade County. The 58,651 square foot (1.35 acres) portion of land was formerly part of a larger 4.51 acre parcel of agriculturally zoned land. On March 6, 2019, the rear 2.95 acres of the larger 4.51 acre parcel was sold to Brickless Developer Group Corporation, a Florida for profit corporation (recorded on March 11, 2019, Official Records Book No. 31359, Page No. 3568), and is now under Folio No. 16-7823-000-0028.

On April 23, 2019, the City of Florida City adopted Resolution No. 19-16, which approved a special use permit for a fire station and a communications tower in the C-1 Neighborhood Commercial District, as well as associated variances to height and setback regulations (Attachment 4).

The proposed fire station will consist of a one-story 12,000 square foot facility with three bays. The facility will accommodate all essential amenities to operate a fire station, including exterior requirements such as staff and visitor parking, driveways, a fueling facility, security fencing, trash disposal area, communication tower, and extensive landscaping. The estimated total construction cost is \$4 million and will include both direct and indirect costs associated with site development (inclusive of environmental remediation) and vertical construction costs.

As part of the County's due diligence process, the Department of Regulatory and Economic Resources Division of Environmental Resources Management (DERM) was engaged to oversee the environmental assessment of the Property. Based on the findings of the Phase 1 environmental site assessment, prepared by Nova Consulting, dated May 8, 2019, DERM recommended that a Phase 2 environmental site assessment be conducted due to documented arsenic and chromium soil contamination of the adjacent properties which could pose potential impacts to the Property.

The Phase 2 environmental site assessment revealed that based on the assessment performed to date, the soil at the Property is consistent with background levels, with only shallow soils being contaminated due to failure of leachability testing; deeper soils have no impacts. To date, monitoring well sampling has not revealed any impacts to groundwater. To verify that the soil that failed the leachability testing will not impact the groundwater, DERM has requested one full year of groundwater monitoring, which is currently ongoing. The cost for the continued groundwater monitoring is estimated to be \$8,500. If at the end of the monitoring period it is determined that no groundwater impacts exist, then a No Further Action with no restrictions will be issued by DERM. During construction, a Soil Management Plan will be required to ensure that impacted soil (due to leachability failure) from this site is not improperly reused, and to ensure that no nuisance is created by the management of the soil (e.g., dust control). The cost for the Soil Management Plan is estimated to be \$1,000. The total estimated cost of remediation is \$9,500, if no groundwater impacts exist.

If at the end of the monitoring period it is determined that the soils failed leachability and the groundwater has been impacted, then a No Further Action with Conditions will be required in order to restrict the use of groundwater by placing a covenant on the Property. The cost for a consultant to prepare and execute a restrictive covenant and obtain the required permits is estimated to be \$15,000. DERM has determined that up to four additional monitoring wells will be required for one year at an estimated cost of \$18,000, and the soils that leached into the groundwater will require remediation through an on-site Soil Management Plan estimated to be \$5,000. The total cost of remediation, including the initial well monitoring cost is estimated to be \$47,500, if the groundwater is impacted.

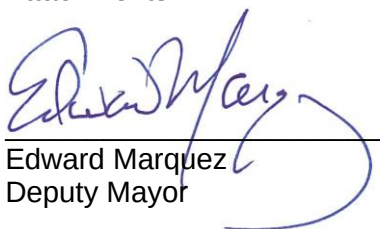
The Contract for Sale and Purchase provides that if there are recognized environmental conditions on the Property, the remediation of which would cause the Buyer to incur costs that it is unwilling to accept at its sole and absolute discretion, the Buyer may elect to terminate this contract by giving the Seller written notice within 10 days of the effective date of the contract. Alternatively, the Buyer may waive all such recognized environmental conditions and proceed to closing at the Buyer's option without adjustment to the purchase price. Fire Rescue wishes to proceed with the Contract for Sale and Purchase, and will assume all related expenses associated with groundwater monitoring and the Soil Management Plan at the time of construction. These associated costs will be accounted for in the site development budget for the overall construction of the fire station.

As a result of existing and planned residential and commercial developments in the vicinity of SW 344 Street and SW 187 Avenue, the demand for additional emergency service, including quicker response times, led the Department to undergo an extensive search for available property to construct the Florida City Fire Station. For the past eight years, the Department has mailed property inquiry letters to a variety of property owners in the area and has been unsuccessful in identifying a willing seller. The goal was to identify a parcel of land that would afford the Department an adequate location, within budget, and provide the land area needed to construct the fire station.

The closest fire stations to the vicinity of the Property includes Station 16 located at 255 NW 4 Avenue and Station 65 located at 1350 SE 24 Street. Both stations are approximately three to four miles to the east and northeast of the Property, and provide an approximate eight to ten minute response time to fire and emergency alarms in the area. Performance objectives of national industry standards require the assembly of 15-17 firefighters on scene within eight minutes at 90 percent of all incidents.

The Property is adequately located on a major roadway offering a variety of roadway alternatives to emergency response units. The Department has performed its due diligence process, which includes zoning approval from the City of Florida City, inclusive of an environmental report indicating positive results with a possibility for remediation. Even though the Contract for Sale and Purchase provides that if the Seller is unwilling to remediate recognized environmental conditions, the Buyer may elect to terminate this contract by giving the Seller written notice within 10 days of the effective date of the contract, the Department is willing to assume remediation costs and acquire the subject Property.

Attachments



Edward Marquez
Deputy Mayor

Attachment 2

**SLACK
JOHNSTON
MAGENHEIMER**
REAL ESTATE APPRAISERS & CONSULTANTS

7245 S.W. 87TH AVENUE, SUITE 300
MIAMI, FLORIDA 33173

APPRAISAL OF REAL PROPERTY

**1.29-ACRE PARCEL OF VACANT LAND
LOCATED ON THE NORTH SIDE OF S.W. 344 STREET (PALM DRIVE),
WEST OF S.W. 187 AVENUE (REDLAND ROAD),
FLORIDA CITY, MIAMI-DADE COUNTY, FLORIDA**

**APPRAISAL REPORT
SJM FILE: 19583**

PREPARED FOR

**Ms. DAWN SOPER
REAL ESTATE OFFICER
MIAMI-DADE COUNTY, INTERNAL SERVICES DEPARTMENT
REAL ESTATE DEVELOPMENT DIVISION
111 N.W. 1 STREET
SUITE 2460
MIAMI, FLORIDA 33128**

**SLACK
JOHNSTON
MAGENHEIMER**
REAL ESTATE APPRAISERS & CONSULTANTS

ANDREW H. MAGENHEIMER, MAI
CERT. GEN. RZ1073

THEODORE W. SLACK, MAI
(1902-1992)

THEODORE C. SLACK, MAI
(1931-2015)

SUE BARRETT SLACK, MAI
(RETIRED)

January 28, 2019

Ms. Dawn Soper
Real Estate Officer
Miami-Dade County, Internal Services Department
Real Estate Division
111 N.W. 1st Street
Suite 2460
Miami, Florida 33128

RE: Appraisal of Real Property – 1.29-Acre Parcel of Vacant Land, Located on the North Side of S.W. 344 Street (Palm Drive), West of S.W. 187 Avenue (Redland Road), Florida City, Miami-Dade County, Florida
SJM File: 19583

Dear Ms. Soper:

At your request, we have prepared an appraisal of the market value of the fee simple estate in the above referenced property based on assumed zoning (Scenario 1), as well as based on the hypothetical condition the property is platted with all approvals to support commercial development (Scenario 2), as of January 4, 2019, the date of valuation and visit to the property.

The subject property consists of a parcel of vacant land located along the north side of Palm Avenue west of Redland Road, Florida City, Miami-Dade County. According to the client, the subject property is rectangular and contains 56,000 square feet (1.29 acres) and is part of a larger parcel that contains 25.16 acres. The subject property is level and near street grade and is cultivated with row crops. The subject property has a land use designation of "Low-Medium Density Residential" and there is conflicting information concerning the zoning of the subject property. Based on our research, it appears the property has a zoning classification of "RM-15" (Residential Multifamily District). This designation conflicts with the most recent (2011) zoning map that indicates the subject property is zoned "PUD" Planned Unit Development, the owners' development intentions (i.e., single family homes) and City records that seem to indicate the subject property was rezoned "C-1" (Commercial) in 2008. For purposes of this appraisal we have assumed the current zoning is RM-15. If the current zoning is other than RM-15, our value estimate is based on the hypothetical condition it is zoned RM-15. We have also valued the subject property based on the hypothetical condition the property is platted with all approvals to support commercial (i.e., C1, C2 or CF) development.

Ms. Dawn Soper
January 28, 2019
Page Two

The appraisal report states our opinion of market value, subject to various assumptions and limiting conditions contained in this appraisal report. The site visit and analyses that form the basis of our valuation have been performed by the undersigned. The appraisal has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

Based on our investigation and analysis, we have formed the opinion the market value of the fee simple estate in the subject property based on assumed zoning (Scenario 1), as well as based on the hypothetical condition the property is platted with all approvals to support commercial development (Scenario 2), as of January 4, 2019, as follows:

Scenario 1 – Assumed Residential Zoning
THREE HUNDRED AND SIXTY THOUSAND DOLLARS
(\$360,000).

Scenario 2 - Hypothetical Commercial Zoning
FIVE HUNDRED THOUSAND DOLLARS
(\$500,000).

The following report summarizes the results of our investigation.

Respectfully submitted,

SLACK, JOHNSTON & MAGENHEIMER, INC.



Andrew H. Magenheimer, MAI
CERT. GEN. RZ1073



Zachary J. Olen, MAI
CERT. GEN. RZ3124

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Appraised: Located on the north side of S.W. 344 Street (Palm Drive), West of S.W. 187 Avenue (Redland Road), Florida City, Miami-Dade County, Florida.

Property Type: Vacant Land

Folio Number: 16-7823-000-0020 & 0023 (Portion of)

2018 Real Estate Tax Assessments (Larger Parcel):

Land Value:	\$1,302,850
Improvement Value:	\$ 13,576
Total Market Value:	\$1,316,426
Assessed Value:	\$ 123,452

2018 Real Estate Taxes: \$2,780.37

Flood Insurance: Zone "AH"

Ownership: GREC Homes VIII, LLC
8500 S.W. 8 Street, #228
Miami, Florida 33144

Interest Appraised: Fee Simple Estate

Land Area: 56,000 Square Feet; 1.29 Acres

Land Use: "Low-Medium Density Residential"

Scenario 1 - Assumed

Zoning:	RM-15 (Residential Multifamily District)
Highest and Best Use:	Residential development

Scenario 2 - Hypothetical

Zoning:	C1, C2 or CF (Commercial)
Highest and Best Use:	Commercial development

Date of Valuation: January 4, 2019

Date of Report: January 28, 2019

Market Value Indications (Sales Comparison Approach-Land Value):

Scenario 1 – Assumed Residential Zoning: \$360,000

Scenario 2 – Hypothetical Commercial Zoning: \$500,000

Attachment 3

APPRAISAL REPORT
OF
VACANT COMMERCIAL LAND



LOCATED ON NORTH SIDE OF PALM DRIVE,
ADJACENT AND WEST OF 1000 W. PALM DRIVE
IN
FLORIDA CITY, FLORIDA

EFFECTIVE DATE OF APPRAISAL
JANUARY 1, 2019

PREPARED FOR
MS. DAWN M. SOPER
CHIEF REAL ESTATE OFFICER
MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT
REAL ESTATE DEVELOPMENT DIVISION
111 N.W. 1ST STREET, SUITE 2460
MIAMI, FLORIDA 33128

January 11, 2019

Ms. Dawn M. Soper
Real Estate officer
Miami Dade County
Real Estate Development Division
111 N.W. 1ST Street, Suite 2460
Miami, Florida 33128

RE: RESOLUTION: R-671-14
LOCATION: Vacant land located adjacent/West of
1000 West Palm Drive in Florida City,
Florida
OWNER: Grec Homes VIII, LLC

Dear Ms. Soper:

Per your request, I have reviewed the above-captioned property for the purpose of providing you with a current valuation on the above referenced property. This appraisal assignment involved the preparation of an appraisal report which summarizes the appraiser's analysis and rationale for the conclusions. The purpose of this appraisal is to form an opinion of the market value of the fee simple interest of the subject. The subject is located on the north side of West Palm Drive, adjacent and west of 1000 West Palm Drive in Florida City, Florida. The subject property consists of 1.346 acres and is part of a larger parcel totaling 4.51 acres of vacant land. **The appraisal is based on an abbreviated whole property size of 1.346 acres. The legal description noted above is for the larger parcel, the actual legal description for the subject property was not provided and the site size was provided by the client.**

Based on my review of the property and in consideration of the highest and best use I have completed the attached **Appraisal Report**, which contains a recapitulation of the data utilized to form an opinion of the market value as of January 1, 2019

Ms. Dawn M. Soper
January 11, 2019
Page 2

The valuation is based on the assumption of an abbreviated parent tract size of 1.346 acres of land and is based on the potential rezoning to allow a C-1 or comparable commercial zoning classification.

Based upon my inspection of the property and market data analysis, it is my opinion the market value of the subject property, described herein, as of January 1, 2019 and is as follows:

FIVE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS
(\$585,000)

Sincerely,



Robert D. Miller, ASA
State Certified General R.E. Appraiser No. RZ1270

CERTIFICATE OF VALUE

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No one provided professional assistance to the person signing this report with data collection and sales research.
9. I understand that this appraisal is to be used in connection with the acquisition of the property by Miami-Dade County.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the Miami Dade County Real Estate Development Department and I will not do so until so authorized by the client, or until I am required by due process of law, or until I am released from this obligation by having Publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts, and other exhibits collected or prepared under this agreement shall become the property of the client without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an Addenda to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 1st day of January 2019, is: FIVE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$585,000).

Market value should be allocated as follows:

LAND	\$585,000
IMPROVEMENTS	\$ 0
NET DAMAGES &/OR	
COST TO CURE	\$ 0
TOTAL	\$585,000

LAND AREA (S.F.)	58,632 SF
IMPROVEMENT(S.F.)	None.
LAND USE	
CODE:	Vacant Commercial

January 11, 2019

Date


Robert D. Miller, ASA
State Certified General Real Estate Appraiser License No. RZ1270

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY LOCATION: The subject is located on the north side of West Palm Drive, adjacent and West of 1000 West Palm Drive in Florida City, Florida.

OWNER'S NAME/ADDRESS: Grec Homes VII, LLC
8500 SW 8 Street #228
Miami, Fl 33144-4002

INSPECTION DATE: January 1, 2019

NAMES OF PERSONS WHO ACCOMPANIED APPRAISER AT INSPECTION: On January 1, 2019, the property was inspected by Mr. Miller who was unaccompanied on this inspection.

EXTENT OF INSPECTION: Inspected the site and photographed the property.

FOLIO NUMBER: 16-7823-000-0023

TYPE OF PROPERTY: Vacant land

PROPERTY SIZE: 1.346 Acres (58,632 Square Feet)

ZONING/FUTURE LAND USE: The subject is zoned EU-Estate Residential and we considered a zoning change to a C-1 Neighborhood Commercial District under the zoning code of Florida City.

HIGHEST AND BEST USE: Future Commercial Development

CURRENT USE: Vacant

DATE OF VALUE: January 1, 2019

RESOLUTION NO. 19-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING A SPECIAL USE TO PERMIT A MIAMI-DADE FIRE RESCUE STATION AND COMMUNICATIONS TOWER IN THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT AND ASSOCIATED VARIANCES TO HEIGHT AND SETBACK REGULATIONS FOR THE 1.29-ACRE PARCEL LOCATED ON THE NORTHSIDE OF WEST PALM DRIVE 390 FEET WEST OF REDLAND ROAD PURSUANT TO CHAPTER 62-67 OF THE FLORIDA CITY CODE

WHEREAS, the City Commission is charged, under State Law, the Miami-Dade County Charter and the Florida City Charter with comprehensive community planning, development regulation, and protection of the City's health, safety and general welfare; and

WHEREAS, the applicant, Miami-Dade Fire Rescue Department, is requesting Special Use approval to construct a Fire Rescue Station with a monopole communications tower, 199 feet in height, and four (4) associated variances to City Code regulations, for the 1.29-acre property located on the north side of West Palm Drive 390 feet west of Redland Road, and legally-described in Exhibit A; and

WHEREAS, the associated variances to City Code regulations requested by the applicant are:

- 1.) Variance to the C-1 Neighborhood Commercial District regulations to permit a communications tower 199 feet in height;
- 2.) Variance to Section 62-72(f)(3) of the City Code to permit a communications tower 199 feet in height;
- 3.) Variance to Section 62-72(f)(4) of the City Code to permit a tower setback a minimum of 20 feet from the west property line; and
- 4.) Variance to Section 62-72(f)(6) of the City Code to permit a communication tower to be located a minimum of 35% of its height from residentially-zoned parcels.

WHEREAS, City staff has reviewed the application and issued a report recommending approval of the Special Use and associated variances subject to conditions; and

WHEREAS, the City's Planning and Zoning Board held a duly-advertised public hearing on April 18, 2019, and after considering public comment and the staff report, rendered its recommendation to the City Commission; and

WHEREAS, the City Commission held a duly-advertised public hearing, and after considering the staff report, public comment and the Planning and Zoning Board recommendation, voted to approve the subject Special Use and variance applications subject to conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA THAT:

Section 1. The "whereas" clauses are hereby incorporated as true and correct, as the findings of fact and conclusions of law of the City Commission.

Section 2. The request by the Miami-Dade Fire Rescue Department, for Special Use approval to construct a Fire Rescue Station with a monopole communications tower, 199 feet in height, and four (4) associated variances to City Code regulations for the 1.29-acre site located on the north side of West Palm Drive 390 feet west of Redland Road and legally-described in Exhibit A, pursuant to Section 62-67 of the City Code, is hereby approved, subject to the following conditions related to the communications tower:

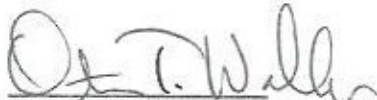
1. Commercial advertising or logo is not allowed;

RESOLUTION NO: 19-16

2. No more than one (1) microwave dish is permitted to be attached; and
3. Signals, lights or illumination are not permitted unless required by a Federal agency.

Section 3. This Special Use approval will automatically expire and become null and void if the applicant does not complete construction of the fire rescue station within three (3) years from this approval, or if the property ceases to operate as a County fire rescue station for a period of six (6) months or longer.

PASSED AND ADOPTED by the Mayor and City Commission of the City of Florida City, Florida this 23rd day of April, 2019.


Otis T. Wallace, Mayor

Attest:


Jennifer Evelyn, City Clerk

Approved as to Form and Legal Sufficiency:


Régine Monestime, City Attorney

Offered by: Mayor

Motion to adopt by Comm. Berry seconded by Comm. Butler

FINAL VOTE AT ADOPTION

Mayor Otis T. Wallace
Vice Mayor R. S. Shiver
Commissioner Eugene D. Berry
Commissioner Avis Brown
Commissioner Sharon Butler

Yes _____
Yes _____
Yes _____
Yes _____
Yes _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE
Jennifer A. Evelyn
City Clerk
On the City of Florida City, Florida do hereby certify
that the above and foregoing is a true and correct
copy of the original thereof on file in this office:
WITNESSE, my hand and the seal of said City
this 23rd day of April, 2019

EXHIBIT A

LEGAL DESCRIPTION

Miami-Dade Fire Rescue Station Site

The East 230 feet of the South 295 feet of the following described parcel: The South 700 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, less the East 390.21 feet thereof, in Section 23, Township 57, Range 38 East, lying and being in Miami-Dade County, Florida. Property Folio No. 16-7823-000-0023



MEMORANDUM (Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 21, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)(1)
7-21-20

RESOLUTION NO. R-725-20

RESOLUTION APPROVING A CONTRACT FOR SALE AND PURCHASE BETWEEN GREC HOMES VIII, LLC AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, FOR APPROXIMATELY 58,651 SQUARE FEET OF VACANT LAND LOCATED ON THE NORTH SIDE OF WEST PALM DRIVE (SW 344 STREET), WEST OF NORTH REDLAND ROAD (SW 187 AVENUE), FLORIDA CITY, FLORIDA IN THE AMOUNT OF \$521,705.00 AND AUTHORIZING THE EXPENDITURE OF UP TO \$3,000.00 FOR CLOSING COSTS, FUNDED BY FIRE IMPACT FEES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE AND ACCEPT CONVEYANCE OF PROPERTY BY GENERAL WARRANTY DEED; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED

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

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

Section 1. The foregoing recital is incorporated into this resolution and is approved.

Section 2. This Board hereby approves the Contract for Sale and Purchase between GREC Homes VIII, LLC, as Seller, and the County, as Buyer, of approximately 58,651 of vacant land fronting West Palm Drive (SW 344 Street), west of North Redland Road (SW 187 Avenue), Florida City (the "property"), in substantially the form attached hereto as Attachment 1, in the amount of \$521,705.00 and an additional expenditure of up to \$3,000.00 for closing costs, funded by fire impact fees for the purpose of constructing a fire station. This Board further authorizes the

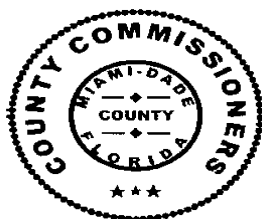
County Mayor or the County Mayor’s designee to execute said Contract for Sale and Purchase on behalf of Miami-Dade County, to exercise any and all rights conferred therein, to take all other actions necessary to effectuate said purchase, and to accept conveyance of said property by General Warranty Deed substantially in the form attached to the contract for sale and purchase as Exhibit B.

Section 3. 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 **Jean Monestime** , who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye
Rebeca Sosa, Vice Chairwoman	aye
Esteban L. Bovo, Jr.	aye
Jose “Pepe” Diaz	aye
Eileen Higgins	aye
Joe A. Martinez	aye
Dennis C. Moss	aye
Xavier L. Suarez	absent
Daniella Levine Cava	aye
Sally A. Heyman	aye
Barbara J. Jordan	aye
Jean Monestime	aye
Sen. Javier D. Souto	aye

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2020. 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez

CONTRACT FOR SALE AND PURCHASE

Project: Miami-Dade County Fire Station No. 72

Folio No.: a portion of 16-7823-000-0023

This Contract for Sale and Purchase ("Contract") is entered into as of the ____ day of _____, 20__ by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and successors in interest ("Buyer"), whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and GREC Homes VIII, LLC, a Florida limited liability corporation, ("Seller") whose address is 8500 SW 8 Street, Suite 228, Miami, Florida 33144..

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 Five Hundred Twenty-One Thousand and Seven Hundred and Five Dollars (\$521,705.00), by wire transfer of U.S. funds. The purchase price is predicated on a site area of 58,651 square feet or 1.346 acres more or less, and said purchase price shall be adjusted according to the acreage as determined by the final survey as referred to in Paragraph 9 herein, exclusive of any rights-of-way dedicated 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 as specified in Paragraph 12 herein.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Real Property and agrees to convey good, marketable and insurable title by General Warranty Deed, in substantially the form of Exhibit B attached hereto and made a part hereof ("General Warranty Deed"). Notwithstanding the foregoing, if Seller is unable, at closing, to convey to the Buyer such title as stated in this paragraph, the Buyer's sole remedy shall be to terminate this Contract.

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 Real Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the 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 Real 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. ENVIRONMENTAL/HAZARDOUS MATERIALS INSPECTION. Buyer shall, at Buyer's sole cost and expense, obtain an ASTM E1527-13 Phase I Environmental Site Assessment Report and, if warranted, an ASTM E1903-11 Phase II Environmental Assessment Report of the Real Property from DERM to obtain information regarding the environmental conditions at the site, and to determine the existence and extent, if any, of contamination (as defined in Section 24-5 of the Code of Miami-Dade County (the Code) and/or Chapter 62-780 Florida Administrative Code (FAC) or the presence of hazardous materials or hazardous waste, pursuant to Section 24-5 of the Code, or solid waste as defined in Section 15-1 of the Code and/or Chapter 62-701 FAC, on the Real Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction.

7. TERMINATION DUE TO ENVIRONMENTAL DEFECTS. If there are Recognized Environmental Conditions (REC) on the Real Property identified in the ASTM Phase I or Phase II Environmental Site Assessment Reports, the remediation of which would cause Buyer to incur costs that Buyer is unable or unwilling to accept, in its sole and absolute discretion, Buyer may elect to terminate this Contract by giving Seller written notice within ten (10) days of the effective date of this contract, whereupon Seller shall elect whether or not to address any such REC, by providing written notice to Buyer within ten (10) days of Buyer's notice to Seller to terminate this Contract. If Seller elects to address any such REC, then any such response action must be completed in accordance with applicable environmental regulations prior to closing. Buyer may waive all such RECs and proceed to Closing at Buyer's option without adjustment to the Purchase Price, such option to be exercised in writing within ten (10) days after Seller's notice to Buyer that Seller is unable or unwilling to address such RECs. If Seller elects not to address such RECs and Buyer does not waive such RECs, Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof.

8. BUYER'S INSPECTION PERIOD. The Buyer's inspection period shall be thirty (30) days after the effective date of this Contract, commencing at 12:00 am the day following the effective date and terminating at 11:59 pm on the thirtieth (30th) day following the effective date, provided, however, that if a Phase II Report is recommended in the updated Phase I Report and

the Buyer timely and diligently pursues the undertaking of the Phase II Report, then the Inspection Period shall be extended, as reasonably necessary, to complete the Phase II Report.

9. SURVEY. Buyer, at Buyer's sole cost and expense and not less than fifteen (15) days prior to closing, obtain a current certified boundary survey of the Real Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer and Title Company. The date of certification shall be no more than 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 rights-of-way dedicated 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.

10. 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 for those necessary for any Phase II Report or 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 Real Property to the condition existing prior to any test or construction on the site.

11. TENANCIES. Seller further warrants and represents that at Closing, no person will be living on or occupying the Real Property (or any portion thereof), or otherwise permitted to use or occupy the Real Property (or any portion thereof), including use or occupancy by any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, government unit, and that (i) there are no other agreements, oral or written, that permit the use or occupancy of any portion of the Real Property after the date of the Closing; (ii) Seller shall not permit the use or occupancy of any portion of the Real Property subsequent to the date of Seller execution of this Contract, except for the existing farm tenant; (iii) Seller will indemnify, defend and hold harmless Buyer, its agencies, instrumentalities, commissioners, trustees, officers, employees, and agents, for and against all persons claiming an interest in possession of the Real Property or any portion thereof that is contrary to the representations in this paragraph.

12. 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.

13. 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 Real Property which has not been certified as of the date of

closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

14. CLOSING. The closing of this transaction shall be completed within sixty (60) days of the Effective Date of this Contract as defined in Paragraph 30, unless such sixty (60) days are 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.

15. 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. Unless otherwise provided in this contract, all time periods will be calculated in calendar days.

16. 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. Buyer represents that it has not retained a broker for this transaction and will indemnify and hold Seller harmless against any claims made by a real estate broker claiming that it represents the Buyer. The provisions of this section shall survive the closing of this transaction.

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

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

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

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

21. 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.

22. 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.

23. DISCLOSURE. Seller warrants, that to the best of Seller's knowledge, 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. EFFECTIVENESS. The effectiveness of this Contract is contingent upon 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. Prior to the approval of the Contract by Buyer, either party to this Contract may terminate same and the parties shall be released from all obligations under this Contract, except those that specifically survive the termination thereof.

31. 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.

32. 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
111 NW 1st Street, 21st Floor
Miami, Florida 33128
dawn.soper@miamidade.gov

With a copy to: Carlos Heredia, Planning Section Supervisor
Miami Dade Fire Rescue Department
9300 NW 41 Street
Doral, Florida 33178
carlos.heredia@miamidade.gov

as to Seller:

Agustin Herran,
GREC Homes VIII, LLC
8500 SW 8 Street, Suite 228
Miami, Florida 33144
tino@greccorp.com

[SIGNATURES APPEAR ON FOLLOWING PAGE]
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

BUYER:
MIAMI-DADE COUNTY

By: _____
Clerk

By: _____
County Mayor or Designee

Date: _____

SELLER: GREC Homes VIII, LLC

[Signature]
Witness
Gabriel Guerra
Print

By: [Signature]
Agustin Herrera, President
MANAGER, GREC Homes, VI, INC.
Date: 9/16/19

[Signature]
Witness
Ileana Ramirez
Print

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

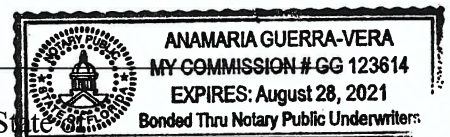
I HEREBY CERTIFY, that on this 16 day of September, 2019, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Agustin Herrera of GREC Homes VIII, personally known to me, or proven, by producing the following identification: n/a to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami, in the County and State aforesaid, on this, the 16 day of September, 2019

[Signature] (SEAL)
Notary Public

NOTARY SEAL / STAMP

Print Name
Notary Public, State of FL
My Commission expires _____



Approved as to form and legal sufficiency:

Assistant County Attorney

EXHIBIT "A" TO CONTRACT FOR SALE AND PURCHASE

LEGAL DESCRIPTION

The East 230 feet of the South 295 feet of the following described parcel:

The South 700 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, less the East 390.21 feet thereof, less the South 28.50 feet for road right of way as per Maintenance Road Map recorded in Plat Book 124, Page 5 of the Public Records of Miami-Dade County, in Section 23, Township 57, Range 38 East, lying and being in Miami-Dade County, Florida.

EXHIBIT B

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED made this ____ day of _____, 20____, between **GREC Homes VIII, LLC**, whose address is 8500 SW 8 Street, Suite 228, Miami, Florida, 33144 ("Grantor"), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, by these presents does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee, and its successors and assigns forever, all that certain land situate in Miami-Dade County, Florida, which is more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

SUBJECT TO taxes, assessments and special district levies, for 2020 and subsequent years; zoning and other regulatory laws and ordinances affecting the Property; those matters that would be disclosed by an accurate survey of the Property; and easements, reservations, restrictions, rights of way, and other matters of record, if any, without the intent to reimpose or reinstate same hereby.

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging or otherwise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

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

A handwritten signature in dark ink, appearing to be 'A.P.', is located in the bottom right corner of the page.

IN WITNESS WHEREOF, the Grantor has caused this General Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Print Name: _____

GREC HOMES VIII, LLC, a Florida limited
liability corporation

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Donna J. Price, 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 _____, in the County and State aforesaid, on this _____ day of _____, 20____.

_____(SEAL)
Notary Public

NOTARY SEAL / STAMP

Print Name
Notary Public, State of _____
My Commission Expires _____

Approved as to form and legal sufficiency:

Assistant County Attorney

The foregoing was accepted and approved on the ____ day of _____, 20____, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.



Exhibit "A" to General Warranty Deed

Legal Description

The East 230 feet of the South 295 feet of the following described parcel:

The South 700 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, less the East 390.21 feet thereof, less the South 28.50 feet for road right of way as per Maintenance Road Map recorded in Plat Book 124, Page 5 of the Public Records of Miami-Dade County, in Section 23, Township 57, Range 38 East, lying and being in Miami-Dade County, Florida.