

MEMORANDUM

Agenda Item No. 8(F)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 18, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the conveyance, pursuant to Florida Statutes section 125.38, of a 43,650 square foot vacant County-owned property (folio number 30-7903-000-0202) located at NE 41 Street Circle and NE 41 Avenue in Homestead, Florida, to Pebblebrook Homeowners Association, Inc., a Florida not-for-profit corporation, for nominal consideration, for the construction and maintenance of a recreational open space park, said conveyance being approved by a two-thirds vote of the Board members present as required by section 2-8.6.5 of the County Code; declaring the property surplus; authorizing the Chairperson or Vice-Chairperson of the Board to execute a County Deed for such purpose; and directing and authorizing the County Mayor to take all actions necessary to effectuate such conveyance of said property and to exercise all rights conferred therein

Resolution No. R-983-22

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



Geri Bonzon-Keenan
County Attorney

GBK/gh

Date: October 18, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Authorizing the Conveyance of County-owned Vacant Land Located at
NE 41 Street Circle and NE 41 Avenue, Homestead, FL
Folio No. 30-7903-000-0202

Summary

The Internal Services Department (ISD) is seeking a two-thirds vote of this item to convey a County-owned parcel of land for nominal consideration to the Pebblebrook Homeowners Association, Inc. a Florida not-for-profit corporation ("Pebblebrook") for use as a park in perpetuity, subject to deed restrictions and reverter provision guaranteeing its use as a park. The property has no independent access, is enclosed by barbed wire and chain link fence and has remained unused since its conveyance to the County in 2004. The proposed improvements to the currently vacant and unsightly property with park benches, plumbing, electric, safety equipment, lights, playground equipment, landscaping and attractive fencing at a budgeted cost of approximately \$90,000 will increase the quality of life, as well as promote the health and welfare of the surrounding residential community of over 2,000 homes.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the resolution declaring as surplus a County-owned parcel of land located at NE 41 Street Circle and NE 41 Avenue, Homestead (Property), at a nominal cost of \$10.00, to Pebblebrook for use as a park, including benches, playground equipment, landscaping and lighting. The Property, which is landlocked by private roads, has remained vacant since its initial conveyance by the Federal government in 2004, and is currently fenced. The purpose of the conveyance is to create a public park which will be used in perpetuity; however, should the park use be discontinued, or should the grantee fail to meet the milestones set forth in the County Deed, the County, at its option, may exercise its reverter. More specifically, the resolution does the following:

- Declares such property surplus;
- Authorizes the County Mayor or County Mayor's designee to convey the subject Property shown in Attachment 1 to Pebblebrook at the nominal cost of \$10.00; and
- Authorizes the conveyance by County Deed in substantially the form attached as Attachment 2 and directs the County Mayor or County Mayor's designee to take all actions to effectuate the conveyance, to record the instrument of conveyance in the public records of Miami-Dade County and to exercise any and all other rights set forth therein.

Scope

The Property is located in Commission District 8, which is represented by Commissioner Danielle Cohen Higgins.

Fiscal Impact/Funding Source

The conveyance of the Property will have a positive impact to the County, as it will relieve the County from further responsibility related to the maintenance of the Property, which is approximately \$3,820.00 a year. Pebblebrook will assume full responsibility for all costs associated with the maintenance and improvement of the Property as a park.

Track Record/Monitoring

Andrew Schimmel of the Internal Services Department will manage the conveyance of the Property and compliance monitoring of the terms of the Deed.

The County has no record of negative performance issues with Pebblebrook. Pebblebrook’s principals are Eric Sarcar, President; Logan Saucer, Vice President/Treasurer; and Aracely Alvarez, Secretary as set forth in its ownership disclosure affidavit, Exhibit A to Attachment 3.

Delegation of Authority

Authorizes the County Mayor or County Mayor’s designee to effectuate the conveyance of the Property by County Deed, and to exercise any and all other rights conferred therein, including the right of reverter.

Background

The Property was conveyed to the County from the Federal government on August 12, 2004, through the Secretary of the Air Force, pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. §2687). On May 20, 2022, Pebblebrook applied for the conveyance of the Property for use as a park (Exhibit B to Attachment 3). As set forth in the application, the Property is enclosed by barbed wire and chain-linked fence and has remained unused since its conveyance in 2004. The Property has no independent access other than through the private roads of the Pebblebrook community. Pebblebrook proposed to design and construct a recreational open park space, including the expenditure of approximately \$90,000.00 for the installation of benches, plumbing and electric, safety equipment, lights, playground equipment, landscaping and attractive fencing, as set forth in the estimate attached to the Pebblebrook application. Given the substantial improvements and continued maintenance of the Property, the deed requirement that Pebblebrook must spend a minimum of \$75,000 as an initial investment to improve the Property, the lack of utility of the site to the County that has remained vacant since 2004, and the proposed use as a public park by the community, Pebblebrook provides a compelling reason to convey the Property rather than to lease it. The proposed improvements to the currently vacant and unsightly Property, and the creation and maintenance of green space, will increase the quality of life, as well as promote the health and welfare of the surrounding Pebblebrook and larger Waterstone community comprised of nine neighborhoods and over 2,000 homes, located in Homestead.

Section 125.38, Florida Statutes, authorizes the Board to convey real property to a not-for-profit entity for the purpose of promoting community interest and welfare purposes. The County Deed contains a restriction requiring the Property to be used as a public park in perpetuity and for no other use, and if the public use shall be discontinued, then the Property will revert to the County at its option upon written notice.

Pursuant to Resolution No. R-333-15, the Property was appraised on May 21, 2021, by Thomas F. Magenheimer, MAI for \$195,000.00 based on the assumption that it was zoned for residential use and had access. The market value set forth in the Property Appraiser’s website is \$99,000.00.

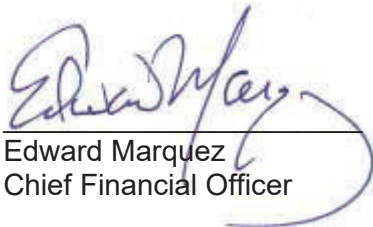
In light of the proposed use of the Property for park use, the substantial expenditure of funds in the amount of no less than \$75,000.00 required to construct the improvements to this vacant lot, and the current landlocked nature of the Property, it is recommended the Property be conveyed for nominal consideration.

On March 8, 2021, the Property was circulated to all County Departments to determine if the County has a present or future need for the Property. A response time of fifteen business days was provided to ensure a sufficient time for departments to review and reply with a request for the Property. No County department

responded or showed any interest in the Property. ISD staff completed its due diligence process to determine whether there were any restrictions, limitations, encumbrances or other conditions that would preclude the conveyance of the County-owned property that may result in a significant fiscal impact to the County in accordance with Implementing Order 8-4 (Attachment 3). Title to the Property does not reflect any restrictions that would preclude the County from selling or conveying the Property. An existing covenant requires the County or any subsequent grantee to conduct surveys to determine the presence of the Eastern Indigo snake before undertaking any construction on the Property. Additionally, another existing covenant provides that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that may contain Asbestos-Containing Materials (ACM) and requires compliance with all applicable Federal, State and local laws relating to asbestos. This covenant further provides that the Federal government will not be responsible for removing or responding to ACM in or on utility pipelines. Lastly, there is a deed restriction that the Property will not be developed either for use as a commercial airport or to support a commercial airport.

An environmental study was conducted by the County to determine the current condition of the Property and the presence of the threatened Eastern Indigo snake. Phase I and Phase II of the study concluded that there was no presence of the threatened Eastern Indigo snake. Furthermore, except for arsenic in shallow soil which is consistent with the historical background of the Property as agricultural land, additional soil and groundwater assessment is not required. In addition, all ACM levels were below the applicable limits. Nevertheless, the environmental engineer recommends that any pipes covered with material or other potential ACMs found beneath the ground during site development (if any) be properly assessed. The Property is being conveyed without warranty of any kind, and subject to a reverter if the use is not maintained.

Attachments



Edward Marquez
Chief Financial Officer



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Attachment 1

Generated On : 7/21/2022

Property Information	
Folio:	30-7903-000-0202
Property Address:	
Owner	MIAMI DADE COUNTY GSA - R/E MGMT
Mailing Address	111 NW 1ST STE 2460 MIAMI, FL 33128
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
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	2022	2021	2020
Land Value	\$99,000	\$99,000	\$99,000
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$99,000	\$99,000	\$99,000
Assessed Value	\$99,000	\$99,000	\$99,000

Benefits Information				
Benefit	Type	2022	2021	2020
County	Exemption	\$99,000	\$99,000	\$99,000
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
3 57 39 1 AC M/L	
BEG 663.72FTN & 1682.29FTW OF SE	
COR OF SEC 3 TH N218.02FT E200FT	
S218.02FT W200FT TO POB A/K/A	
PAR 193	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$99,000	\$99,000	\$99,000
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$99,000	\$99,000	\$99,000
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$99,000	\$99,000	\$99,000
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
04/01/2006	\$0	24452-3667	Sales which are disqualified as a result of examination of the 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:

Attachment 2

Instrument prepared by and Return To:
Miami-Dade County Internal Services Department
Real Estate Development Division
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907

Folio No.: 30-7903-000-0202

COUNTY DEED

THIS COUNTY DEED, made this day of , 2022, by Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Suite 17-202, Miami, Florida 33128 (hereinafter "Grantor") and Pebblebrook Homeowners Association, Inc., a Florida not-for-profit corporation (hereinafter "Grantee"), whose address is 381 N. Krome Avenue, Suite 205, Homestead, Florida 33030

WITNESSETH:

That the County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, the following legally described land lying and being in Miami-Dade County, Florida, (hereinafter "Property"):

Legal Description

3 57 39 1 AC M/L
BEG 663.72FTN & 1682.29FTW OF SE
CORNER OF SEC 3 TH N218.02FT E 200FT
S218.08FT W200FT TO POB A/K/A PAR 193
COC 24452-3667 04 2006 3

Folio No. 30-7903-000-0202

This grant conveys only the interest of the County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any statement of facts concerning the same.

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations, ordinances restrictions, conditions, prohibitions imposed by any governmental authority with jurisdiction over the Property; easements and rights of way and other matters whether or not of record; taxes for

the year of closing and subsequent years and the following covenants, restrictions, conditions and reservations, including but not limited to the following:

1. This grant is subject to the reservations, conditions, covenants, requirements and rights of reverter set forth in the Indenture entered between the United States of America and the County recorded in the public records of Miami-Dade County at Official Records Book 24452 Pages 3667-3676, and Grantee shall comply with all provisions and requirements set forth therein.
2. This grant is made to the Pebblebrook Homeowners Association, a not for profit corporation, for community interest and welfare purposes solely for use as an open space recreational park ("Park"), without charging the public for the use thereof, and may include benches, lighting, playground and safety equipment, fencing, and plumbing.
3. Grantee agrees to invest no less than \$75,000 in hard and soft costs in connection with the design and the construction of the Park, and shall provide the County with satisfactory documentation to reflect that such costs have been expended upon completion of construction.
4. Within one (1) year of the recording of this Deed, Grantee shall complete design plans and apply for building permits for the construction of the Park and provide said documentation to the County. Within two (2) years of the recording of this Deed, Grantee shall commence construction of the Park. Within three (3) years of the recording of this Deed, Grantee shall substantially complete the construction of the Park, which shall be evidenced by temporary or permanent certificate of completion or its equivalent and shall provide said documentation to the County.
5. Grantee shall not assign or transfer its interest in the Property or this Deed absent consent from the Miami-Dade County Board of County Commissioners.
6. If in the sole discretion of the County the Property ceases to be used by Grantee for the public purposes set forth in paragraph 2 herein, or if the Grantee ceases to exist or to maintain its status as a not-for-profit entity, or if any term of this County Deed is not complied with, Grantee shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Grantee fails to remedy the default within thirty (30) days, title to the Property shall revert to the County, at the option of the County, upon written notice of such failure to remedy the default. In the event of such reverter, Grantee shall immediately deed the Property back to the County, and the County shall have the right to immediate possession of the Property, with all improvements thereon, at no cost to the County. The effectiveness

of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Grantee. The County retains a reversionary interest in the Property, which right may be exercised by the County, at the option of the County, for Grantee's failure to meet its obligations hereunder or violation of the terms of the Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County without notice to, or consent by, Grantee. Any failure or delay in exercising such reverter shall not be deemed a waiver of such right.

7. The Property shall be connected to a sanitary sewer system, and shall not be permitted to utilize a septic tank system, in the event that any plumbing is constructed thereon which necessitates same, provided however Grantee may rehabilitate the well located on the Property for purposes of irrigation of the landscaping.
8. Grantee shall pay real estate taxes and assessments on the Property when due and shall provide proof the County on an annual basis that the property taxes have been satisfied. Grantee shall not allow any levy or attachment to be made, or any material or mechanic's lien or unauthorized encumbrance or lien to attach to the Property.
9. Grantee shall provide semi-annual notarized status reports to the County regarding compliance with each milestone in the deed.

IN WITNESS WHEREOF Miami-Dade County has caused this instrument to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, on the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Its Chairperson (or Vice Chairperson)

Approved for legal sufficiency: _____

The foregoing was authorized by Resolution No.: _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2022.

In WITNESS WHEREOF, the representative of Pebblebrook Home owner Association, Inc., a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 30th day of AUGUST, 2022, and it is hereby approved and accepted.

[Signature]
Witness
[Signature]
Witness

By: [Signature]
Name: ERIC SARCAR
Title: PRESIDENT

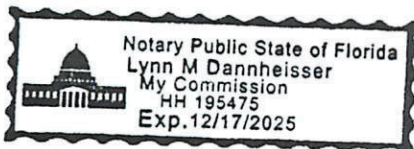
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of _____ physical presence or ☒ online notarization this 30th day of AUGUST, 2022 by ERIC SARCAR as PRESIDENT on behalf of Pebblebrook Homeowners Association, a Florida not-for-profit corporation, and s/he _____ has produced _____ as identification or ☒ is personally known to me.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires



Memorandum



Date: August 12, 2022

To: Alex Muñoz, Director
Internal Services Department

From: Gregory Gunter, Real Estate Manager
Internal Services Department

Subject: Responsible Entity Due Diligence
Property Being Considered for Surplus Designation
Location: Corner of NE 41 Street Circle and NE 41 Avenue, Homestead
Folio No: 30-7903-000-0202

A handwritten signature in blue ink, appearing to be "Gregory Gunter", written over the "From:" line.

In accordance with Implementing Order 8-4, the Internal Services Department (ISD) conducted the necessary due diligence in response to an application submitted by Pebblebrook Homeowners Association, Inc. a Florida not-for-profit corporation ("Pebblebrook") requesting the sale and conveyance of the County-owned property described below.

Commission District:	8
Managing Department:	Internal Services Department
Legal Description:	3 57 39 1 AC M/L BEG 663.72FTN & 1682.29FTW OF SE COR OF SEC 3 TH N218.02FT E200FT S218.02FT W200FT TO POB A/K/A PAR 193
Folio Number:	30-7903-000-0202
Lot Size:	43,560 Sq. Ft
Market Value:	\$99,000 (Property Appraiser) \$195,000 (MAI Appraisal under hypothetical assumption that property is zoned for residential with full access)

The Internal Services Department (ISD) and the Regulatory and Economic Resources Department have completed their review and due diligence. ISD has determined that the property can be declared surplus and that there are no restrictions, obstacles, or limitations precluding the conveyance of the property. The results of the due diligence as detailed in Implementing Order 8-4 are as follows:

- (i) Do the terms and conditions set forth in the application for sale or lease of County-owned property meet the requirements of community interest and welfare or affordable housing purposes?
 - Response: Yes; Open Space Recreational Park Usage
- (ii) Are there are obstacles to the proposed conveyance or lease, or adverse findings discovered during the responsibility review of the proposed purchaser or tenant?
 - Response: None noted
- (iii) Provide the ownership composition of the proposed purchaser or tenant:
 - Response: See attached Ownership Disclosure Affidavit
- (iv) Provide the market value or market rental of the real property, including the appraised value or, if no appraisal has been conducted for land estimated to have a fair market

Attachment 3

value less than \$5,000,000.00, the value set forth in the property appraiser's website (Resolution No. R-333-15):

- Response: Property Appraiser 2022 Market Value: \$99,000
 - MAI Appraisal Tom Magenheimer \$195,000
- (v) With respect to not-for-profit entities seeking to lease County-owned real property, the estimated rent that would be payable in lieu of paying ad valorem taxes on the real property sought to be leased:
- Response: Not applicable
- (vi) Provide the identification of the department and the person who will be monitoring compliance with the terms of the lease or deed:
- Response: Gregory Gunter, Real Estate Manager, Internal Services Department

The Internal Services Department recommends that Miami-Dade County convey the property to Pebblebrook at a nominal cost and require that the property be maintained as recreational open space as a park. To enforce the park usage, the property would be conveyed subject to deed restriction with a reverter provision. Further, all the covenants and restrictions that currently encumber the property would run with the land. The conveyance of the property to Pebblebrook, will mutually benefit the County and its residents by preserving green areas for outdoor recreational use.

Please attach this memorandum to the Resolution presented to the Board of County Commissioner's for consideration and approval. Should you have any questions or require additional information, please contact Gregory Gunter, Real Estate Manager, Internal Services Department, at 305-375-1123.

Attachments

- Exhibit A – Ownership Affidavit
- Exhibit B – Pebblebrook Application

Exhibit A

Instrument Prepared by and Return To:

ISD/ Real Estate Development Division
111 NW 1 Street, Suite 2460
Miami, Florida 33128

Folio No.:

OWNERSHIP DISCLOSURE AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF __Miami-Dade____)

Before me, the undersigned authority, personally appeared, officers of the Pebblebrook Homeowners Association, Inc ("Pebblebrook") on this 8th day of August, 2022, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiants have read the contents of this Affidavit, have actual *knowledge of the facts* contained herein, and state that the facts contained herein are true, correct, and complete.

2) Pebblebrook whose address is 381 North Krome Avenue Suite 205 Homestead, Florida 33030 with Federal Tax Identification No. 20-1199491 will be the record owner(s) of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property") being contracted or transacting business with Miami-Dade County. The following is a list of every individual and entity holding an ownership interest in the disclosing entity:

<u>Full Name (Including Middle)</u>	<u>Date of Birth</u>	<u>Address</u>	<u>Interest %</u>
Eric Sarcar	12/12/1978	381 N Krome Ave, Ste 205, Homestead, FL 33030	Pres
Logan Saucer	10/01/1995	381 N Krome Ave, Ste 205, Homestead, FL 33030	VP/Treas
Aracely Alvarez	03/31/1988	381 N Krome Ave, Ste 205, Homestead, FL 33030	Sec

FURTHER AFFIANT SAYETH NOT.

[Signature]

Witness

Michael De Oliveira

Print

[Signature]

Witness

Eliadys Leon

Print

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

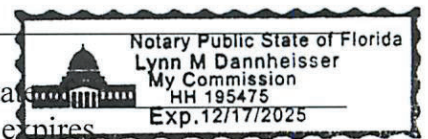
I HEREBY CERTIFY, that on this 5th day of August, 2022, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Eric Sancer, personally known to me, or proven, by producing the following identification: DL 5626-200-8-472-2 to be the person who executed 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 9th day of Aug, 2022.

[Signature] (SEAL)
Notary Public

NOTARY SEAL / STAMP

Print Name
Notary Public, State of Florida
My Commission expires



[Signature]

Witness

Eliadys Leon

Print

AFFIANT:

By: [Signature] Eric Sancer

Date: 8/9/2022

Witness

Michel De Oliveira

Print

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 9th day of August, 2022, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Locay SORUEL, personally known to me, or proven, by producing the following identification: 5260 5TH ST-301-2 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 9th day of August, 2022.

[Signature] (SEAL)
Notary Public

NOTARY SEAL / STAMP

Print Name

Notary Public, State of

My Commission expires



Witness

Eliadys Leon

Print

Witness

Michel De Oliveira

Print

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 9th day of August, 2022, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared,

AFFIANT:

By: [Signature] Aracely Alvarez

Date: 08/09/22

Aracely Alvarez, personally known to me, or proven, by producing the following identification: DL A 40-000-08-571-0 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 9th day of August, 2022

[Signature] (SEAL)
Notary Public

NOTARY SEAL / STAMP

Print Name

Notary Public, State of

My Commission expires

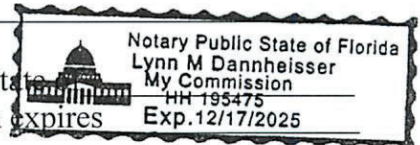


Exhibit B



May 20, 2022

Daniella Cava Levine, Mayor, Miami-Dade County
Danielle Cohen Higgins, Commissioner, District 8
111 NW 1 Street, Suite 1100
Miami, Florida 33128-1972

VIA EMAIL

Re: Purchase by Pebblebrook Homeowners Association ("Pebblebrook") of a vacant acre of landed owned by Miami-Dade County and situated, being and lying in Homestead, Florida within the boundaries of the Waterstone community and specifically, the Pebblebrook Homeowners Association [Folio: 30-7903-000-0202] hereinafter referred to "Subject Property" or "Parcel"

Dear Madame Mayor & Commissioner Higgins:

This firm represents the Pebblebrook Homeowner's Association in Homestead, Florida ("Pebblebrook"). Please consider this letter a formal written request to proceed with the sale and conveyance of the Subject Property to Pebblebrook for use as a park in accordance Section 125.01(3)(a), Florida Statutes, Section 2-8.6.5 (4) of the Code of Miami-Dade County, as further implemented by County Order No. 8-4 (Guidelines and Procedure for the Sale Lease and Conveyance of County Real Property). The summary report from the Property Appraiser site is attached as Exhibit "A". The Deed conveying this Parcel to Miami Dade County recorded at OR Book 24452 Page 3667-3676 is attached as Exhibit "B".

Discussions with County. My client, Commissioner Danielle Cohen Higgins and staff from Miami-Dade County have been in discussions on the Subject Property for approximately two years up to, and including, a recent community meeting on March 24, 2022 and most recently on May 18th at the South Dade Cultural Arts Center.

My client has been most appreciative of the cooperation by, and guidance from, the County (and the City of Homestead) on the disposition of this one-acre Parcel. In furtherance thereof, we are advised this Parcel has recently been through the process of surplusage, although we are unclear if such a resolution has been issued. All homeowner association documents have also been provided to Ms. Araujo, Chief Real Estate Officer.

Daniella Levine Cava, Mayor
Danielle Cohen Higgins, Commissioner
May 20, 2022
Page 2.

In return, she has forwarded a Phase II Environmental Site Assessment Report (without exhibits) which is attached for convenient reference as Exhibit "C". The Chief Real Estate Officer advises that she now awaits instructions from the District 8 Commissioner and her director as to how to proceed.

Rationale for Conveyance of the Parcel to Pebblebrook Homeowner's Association.

The Subject Property is wholly located within the boundaries of the Pebblebrook community and one of the nine communities that compose the 2269 homes of the Waterstone Community. The aerial photograph of the site on Exhibit "A" clearly shows it has no external access.

The Parcel is zoned AU and its underlying land used is Governmental. Since its conveyance by the United States Airforce to Miami-Dade County in 2004, this one-acre Parcel has been enclosed by barbed wire and chain linked fences. Vacant, inaccessible, and unused since that time, this unsightly Parcel could clearly serve the surrounding community's welfare and interest in a better way, particularly, if it were improved for recreational purposes.

Although there had been some initial discussion of the possible use of this property as part of a pilot program for affordable modular housing, it quickly became clear that because this parcel is integrally included within the Pebblebrook community, it is entirely landlocked within the greater Waterstone community and once again, enjoys no independent access to it. In the end, and after many meetings, it also became clear there was overwhelming opposition by the residents of the Waterstone community to the Parcel's use, making it ill-advisable.

Commissioner Danielle Cohen Higgins of District 8 has indicated her support for the not-for-profit corporation- the Pebblestone Homeowners Association- to acquire the parcel and transform it into a park. See the Commissioner's letter dated March 23, 2022.

LYNN M. DANNHEISSER, LLC

3152 Gifford Lane, Miami, FL 33133 || Phone: 305-441-0222 || Fax: 305-397-0955 || lynn@dannheisser-law.com

Daniella Levine Cava, Mayor
Danielle Cohen Higgins, Commissioner
May 20, 2022
Page 3.

Request & Consideration.

At this time, my client would formally request that Commissioner Higgins' sponsor the conveyance and transfer of this Parcel through the County process. Pebblebrook which is a not-for-profit corporation represents that the Parcel, if transferred, would be used strictly for public purposes and in the community's welfare and interest, improved for park purposes for the benefit of the residents and visitors. This will require Pebblebrook to incur substantial additional expenses. To design and construct an attractive recreational space, a landscape architect must be retained, and the Association will have to undertake installation of benches, plumbing and electric, safety equipment, lights, playground equipment, attractive fencing, among other things, which can approximate \$90,000. One very preliminary estimate (without maintenance costs) is attached as Exhibit "E". Nevertheless, the space and its improvements will have to be continually maintained. Pebblestone represents it will be responsible for the care, repair and maintenance of the land and all improvements.

Given 1) the substantial improvements and continued maintenance that will be required to be made by Pebblestone, 2) the City of Homestead's vocal support for this transfer, and 3) the history of the property -the land having been transferred by the United States Airforce eighteen years ago with minimal expenditure by the County in the way of improvement or upkeep of the subject property, my client would respectfully request this conveyance be made for the good and valuable consideration of \$1.00.

My client stands ready to provide any further information you may require. Additionally, should you need anything further from my office, please do not hesitate to call.

Yours truly,



Lynn M. Dannheisser

Cc: Mia Devane, Governmental Liaison for Mayor
Jeve Clayton, Chief of Staff, District 8
Bobby Bracy, District Director

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Daniella Levine Cava, Mayor
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May 20, 2022
Page 4.

Deldra Owens, Legislative Director
Margaret Araujo, Chief Real Estate Officer, Internal Services Division
Jerry Bell, Department of Regulatory & Economic Resources
Steve Losner, Mayor Homestead
Erica Avila, Councilwoman Seat 5 Homestead
Jerry Estrada, City Manager
Logan Saucer, Vice president/Treasurer, Pebblebrook HOA

LMD/ld
Attachments

LYNN M. DANNHEISSER, LLC
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OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/18/2022

Property Information	
Folio:	30-7903-000-0202
Property Address:	
Owner	MIAMI DADE COUNTY GSA - R/E MGMT
Mailing Address	111 NW 1ST STE 2460 MIAMI, FL 33128
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
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	2021	2020	2019
Land Value	\$99,000	\$99,000	\$99,000
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$99,000	\$99,000	\$99,000
Assessed Value	\$99,000	\$99,000	\$99,000

Benefits Information				
Benefit	Type	2021	2020	2019
County	Exemption	\$99,000	\$99,000	\$99,000

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

Short Legal Description	
3 57 39 1 AC M/L	
BEG 663.72FTN & 1682.29FTW OF SE	
COR OF SEC 3 TH N218.02FT E200FT	
S218.02FT W200FT TO POB A/K/A	
PAR 193	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$99,000	\$99,000	\$99,000
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$99,000	\$99,000	\$99,000
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$99,000	\$99,000	\$99,000
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
04/01/2006	\$0	24452-3667	Sales which are disqualified as a result of examination of the 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>



Transmitted Via E-Mail

April 12, 2022

Ms. Julie Balogh, FCCM
Manager, Airports and Contracts Section
Miami-Dade County DERM
701 N.W. 1st Court, Suite 400
Miami, Florida 33136

Re: Phase II Environmental Site Assessment Report
PHCD – Vacant Land
Vicinity of NE 41st Avenue and NE 41 Circle
Homestead, Florida
ENC-151/HWR - 1210
CEI Project No. 70764.1

Dear Ms. Balogh:

Cherokee Enterprises, Inc. (CEI) respectfully submits to the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), on behalf of Miami-Dade Public Housing and Community Development (PHCD), this Phase II Environmental Site Assessment (ESA) report documenting the soil and groundwater assessment activities conducted at the above referenced site. CEI submitted a Phase I ESA dated January 10, 2022, for the PHCD site. On January 18, 2022, DERM issued a memorandum with comments requesting further assessment of the site (**Attachment A**). DERM's comments with CEI's responses are provided below.

DERM is directing the assessment of the above referenced PHCD site (folio #30-7903-000-0202). CEI performed the soil and groundwater assessment activities under Allowance Account Authorization #038A1 for Work Order No. 038-E14/03-CEI dated February 7, 2022 under the E14-RER-03 Professional Services Agreement for Groundwater, Surface Water, and Soil Contamination Cleanup Services for Miami-Dade County Facilities.

DERM Comment 1:

The Phase I ESA noted historical agricultural land use at the above-referenced site and surrounding area. Therefore, based on the said former agricultural use, soil and groundwater assessment shall be

Cherokee Enterprises, Inc.



completed by the responsible party in accordance with the DERM's Site Assessment Guidance for Agricultural Sites in Miami-Dade County dated August 2021.

Response 1:

On March 15, 2022, CEI mobilized to the site with drilling subcontractor, Enviroprobe Service, Inc., to advance 11 soil borings to 4' – 5' below land surface (BLS) using the direct push method. The groundwater table was encountered at approximately 3' to 6' BLS at the time of the assessment. Soil from each of the boring locations was collected for analyses. CEI conducted the soil sampling in accordance with the Florida Department of Environmental Protection (FDEP) Standard Operating Procedures for Field Activities (DEP-SOP-001/01).

Prior to the field activities, CEI contacted Sunshine State One Call of Florida to obtain an underground utility locate ticket. CEI also used JAG Florida Ventures, LLC, a private utility locate company, to conduct a GPR survey of the proposed test trenching, soil boring and monitoring well locations. The soil boring locations are depicted on **Figure 2** and the photographic log is included as **Attachment B**. **Table 1** provides the GPS points for each boring location. Soil boring logs detailing lithological descriptions are included in **Attachment C**.

Soil samples were collected from soil borings SB-1 through SB-11 at the 0 – 6", 6" – 24", and 2' -4' depth (SB-8, SB-9 and SB-11 only) intervals. The soil samples collected from the 2' – 4' depth interval were placed on hold at the laboratory. The soil samples were stored on wet ice and submitted to Pace Analytical Services under chain-of-custody procedures. The soil samples from borings SB-1 and SB-10 were submitted for analyses of arsenic, chromium, copper, lead and manganese via EPA Method 6010 and organochlorine pesticides via EPA Method 8081. The soil samples from boring SB-11 were submitted for analyses of herbicides via EPA Method 8151.

The analytical results for the soil samples collected on March 15, 2022, from the 0 – 6" and 6" – 24" depth intervals were within the Soil Cleanup Target Levels (SCTLs) as established in the Miami-Dade County Code of Ordinances Chapter 24 or below the Miami-Dade County Anthropogenic Background Study level of 7.0 mg/kg arsenic at the 0 to 6" depth interval and 5.0 mg/kg arsenic at the 6" – 24" depth interval (south of SW 88th Street), for the parameters analyzed with the exception of the following:

- SB-2: 6" – 24" - 7.2 mg/kg arsenic
- SB-4: 0 – 6" – 38.2 mg/kg chromium
- SB-5: 0 – 6" – 7.5 mg/kg arsenic

The soil analytical results are summarized in **Table 2**. The laboratory report is provided in **Attachment D**.

Also on March 15, 2022, temporary monitoring well TMW-1 was installed by a licensed well driller (Enviroprobe Service, Inc.) under subcontract with CEI. The temporary monitoring well was installed in the central portion of the site. The location of the temporary well is shown on in **Figure 2**.

Temporary monitoring well TMW-1 was constructed of 1-inch diameter schedule 40 polyvinylchloride (PVC) casing, with 10 feet of 0.010-inch slotted screen to a depth of approximately



11' BLS. The prepacked monitoring well was installed via direct push technology, and approximately 2' of screen was placed above the water table in the well to account for wet and dry season water level fluctuations. The annular space was filled with clean 6/20-silica sand. After the coarse sand application, a fine sand seal was applied. The well was fitted with a water-tight, lockable cap to protect and secure the well head.

Following well completion, the well was developed by over-pumping with a centrifugal trash pump until the discharge was clear and appeared free of fine-grained sediments. Development water and monitoring well purge water were containerized in a steel 55-gallon drum. A typical temporary monitoring well construction diagram for the well is depicted in **Figure 3**. The monitoring well soil boring log detailing lithological description is included in **Attachment C**. The well construction and development log are provided in **Attachment E**.

Groundwater samples were collected from TMW-1 on March 16, 2022, at least 24 hours after installation. TMW-1 was sampled in accordance with requirements of FDEP-SOP-001/01, Groundwater Sampling Guidelines. Prior to sampling, the well was purged using a variable-speed peristaltic pump and high density PE tubing until the parameters of pH, conductivity, turbidity and temperature were within acceptable limits for three consecutive measurements, and until dissolved oxygen was less than or equal to 20% saturation. Groundwater samples were collected through the outlet tubing attached to the peristaltic pump-head. All the samples were stored on wet ice and submitted to Pace Analytical Services, Inc. under chain-of-custody procedures for analysis of arsenic, chromium, iron and manganese via EPA Method 6010, organochlorine pesticides via EPA Method 8081, and nitrogen, nitrate and nitrogen nitrite via EPA Method 353.2.

The analytical results indicated that the groundwater samples were below the Miami-Dade County Code of Ordinances Chapter 24 Groundwater Cleanup Target Levels (GCTLs) for the parameters analyzed. The groundwater analytical results are summarized in **Table 3**. The groundwater sampling log is included in **Attachment F**. The laboratory analytical report and Chain of Custody record are provided in **Attachment G**.

DERM Comment 2:

Three (3) unknown grass-covered mounds were observed on the Property. Moreover, the report noted that the site may contain asbestos-containing materials (ACMs) and as part of the Property transaction a covenant for ACMs was included in the deed. Therefore, DERM concurs with CEI's conclusion that the aforementioned mounds are considered a recognized environmental condition (REC) and as such, shall be appropriately evaluated and characterized for all possible contaminants of concern (COCs), including but not limited to full list Volatile and Semi-volatile Organic Compounds, 8 RCRA Metals and asbestos. Based on the results, additional assessment may be required.

Response 2:

On March 14, 2022, CEI mobilized to the site to excavate exploratory test trenches in the three grass covered mound areas. Three test trenches were excavated on the northeast mound, three test trenches were excavated on the northwest mound, and six test trenches were excavated on the southwest mound. The test trenches were excavated to determine what materials lie within and



beneath the mounds (i.e. debris, ACMs etc.). A site map of the test trench locations is included in **Figure 2**. Photographic logs of the test trenches are included in **Attachment B**.

Based on visual observations made during the excavation of the test trenches, the three mound areas were created with limestone and sand fill material, most likely transported to the site to raise the ground elevations in the three areas. The following further details the materials observed in the three mound locations.

- NE Mound Area – Limestone and sand fill materials, with a small amount of concrete fragments appeared to have been used to create the mound. One metal unistrut was observed at approximately 2' beneath the top of the mound in one of the three test trenches. Beneath the limestone, sand and small concrete fragment fill materials, native dark brown sand, then gray clay, followed by limestone was encountered to the groundwater table (3' below the natural land surface).
- NW Mound Area – Limestone and sand fill materials, with several pieces of concrete (approximately 1' long x 1' wide) and small concrete fragments appeared to have been used to create the mound area. One metal unistrut was observed at approximately 2' beneath the top of the mound in one of the three test trenches. Beneath the limestone, sand and concrete fragment fill materials, native dark brown sand, then gray clay, followed by limestone was encountered to the groundwater table (3' below the natural land surface).
- SW Mound Area – Limestone and sand fill materials, with small concrete fragments, appeared to have been used to create the mound area. Former electrical lines were encountered, at approximately 1' below the top of the mound, in the test trenches excavated on the western side of the mound. Also, an apparent concrete footer with several concrete constructed blocks attached were observed, at approximately 4' below the top of the mound, on the central portion of the mound. A blue polyurethane telecommunication line was encountered along the southern Site boundary, directly beneath the groundwater table. The telecommunication line appears to have been installed as part of the surrounding residential community development, and is not associated with former on-site operations. Beneath the limestone, sand and concrete fragment fill materials, native dark brown sand, then gray clay, followed by limestone was encountered to the groundwater table (2' - 3' below the natural land surface).

CEI collected four composite soil samples from the trench locations (12 sub-samples were composited into one sample for NE mound, 12 sub-samples were composited into one sample for NW mound, 12 sub-samples were composited into one sample for SW mound 1, and 12 sub-samples were composited into one sample for SW mound 2). The soil samples were stored on wet ice and submitted to Pace Analytical Services under chain-of-custody procedures. The collected soil samples from NE mound, NW mound, SW mound 1 and SW mound 2 were submitted for analyses of volatile organic compounds (VOCs) via EPA Method 8260, semi-volatile organic compounds (SVOCs) via EPA Method 8270, 8 RCRA metals via EPA Method 6010 (expect mercury via EPA Method 7471), and asbestos via EPA Method 600/R-93/116.

The analytical results indicated that the soil composite samples collected on March 15, 2022, from the NE mound, NW mound, SW Mound 1, and SW mound 2 were within the SCTLs as established in



the Miami-Dade County Code of Ordinances Chapter 24 for the parameters analyzed, with the exception of arsenic, reported in all four composite samples. However, the reported arsenic concentrations were within the Miami-Dade County Anthropogenic Background Study concentration of 5.2 mg/kg arsenic (south of SW 88 Street; spatial distribution of 0-2'), except for 6.4 mg/kg reported in the composite soil sample collected from the NW mound area. The soil analytical results are summarized in **Table 4**.

Asbestos was reported as Non Detected in the composite soil samples. The laboratory analytical report and Chain of Custody record are provided in **Attachment H**.

DERM Comment 3:

The report stated that the Deed detailed that "the threatened Eastern Indio snake has the potential to inhabit the Property". Please note that DERM review of the Phase I ESA is limited to an evaluation of recognized environmental concerns for soil and groundwater. Therefore, additional approval from other departments and/or sections and other government agencies which have jurisdiction over re-development of the property may be required if the snake is determined to be on the property.

Response 3:

Comment noted. On March 14, 15 and 16, 2022, CEI conducted a walk around the entire site and looked for signs of snakes. CEI did not observe any visual signs of snakes or snake skins on the property at the time the Phase II ESA field work activities.

Recommendations

Based on the soil and groundwater analytical data, CEI recommends that the 95% Upper Confidence Limit (UCL) be calculated for arsenic to determine if additional soil sampling is required in the area of SB-2 and SB-5.

Based on the visual observations made during excavation of the test trenches and composite soil analytical data, the materials within the mound areas appear to be limestone fill material with limestone fragments. The material was most likely transported to the site to raise the on-site elevations in the mound areas.

CEI recommends that any pipes covered with material or other potential ACMs found beneath the groundwater table during site development (if any) be properly assessed.

Based on the groundwater analytical results obtained as part of this assessment, CEI recommends emptying the drummed water onsite and then removing the 55-gallon drum and TMW-1 from the site. CEI recommends no further groundwater assessment at the time this report was prepared.



Ms. Balogh, DERM
April 12, 2022
Page 6 of 6

If you have any questions or require further information, please call us at (305) 828-3353.

Sincerely,
CHEROKEE ENTERPRISES, INC.

Charles Overstreet
Project Manager

cc: Richard Hilaire, DERM
John Benton, PHCD

Enclosures:

Figures

- Figure 1 – Site Location Map
- Figure 2 – Site Map
- Figure 3 – Soil Analytical Results – Arsenic (0 – 6")
- Figure 4 – Soil Analytical Results – Arsenic (6" – 24")
- Figure 5 – Temporary Shallow Monitoring Well Construction Detail

Tables

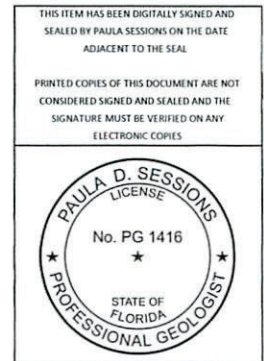
- Table 1 – GPS Points
- Table 2 – Soil Borings Soil Analytical Data Summary
- Table 3 – Groundwater Analytical Data Summary
- Table 4 – Test Trenches Soil Analytical Data Summary

Attachments

- A – Regulatory Correspondence
- B – Photographic Log
- C – Soil Boring Logs
- D – Soil Analytical Report and Chain of Custody Record – 03-15-22
- E – Well Construction and Development Log
- F – Groundwater Sample Log
- G – Groundwater Analytical Report and Chain of Custody Record – 03-16-22
- H – Soil Analytical Report and Chain of Custody Record – 03-14-22

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Paula Sessions, P.G.
Director of Environmental Services





CFN 2006R0434399
 OR Bk 24452 Pgs 3667 - 3676; (10pgs)
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 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA)
)
 MIAMI-DADE COUNTY)

INDENTURE

I. PARTIES

THIS INDENTURE is made and entered into this 12th day of August, 2004, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose mailing address is 111 N.W. 1st Street, Miami, Florida 33128 (the "Grantee"). (When used in this Indenture, unless the context specifies otherwise, "Grantor" shall include the assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaims unto the Grantee, all the right, title, interest, claim, and demand which the Grantor has in and to the following described lot, piece, or parcel of land, situate, lying, and being in the City of Homestead, Miami-Dade County, and State of Florida (hereafter the "Property"). A description of the Property is set forth on Exhibit A to this Indenture and identified as Parcel A.

III. APPURTENANCES AND HABENDUM

A. TO HAVE AND TO HOLD the same together with:

1. All Grantor owned buildings, facilities, roadways, rail lines, and other infrastructure, including storm drainage systems, sewer systems, and water utility

1 of 7 (Parcel A)

distribution systems located thereon, and any other improvements on the property except for wells and treatment facilities and systems and related piping used in environmental remediation and restoration, which are considered personal property of the Grantor and are not being conveyed to the Grantee under this Indenture;

2. All hereditaments and tenements therein and revisions, remainders, issues, profits, privileges and other rights of the Grantor belonging or related thereto;

3. All rights to mineral, including but not limited to gas, oil, water, top soil, muck, peat, humus, sand and common clay belonging to the Grantor.

IV. EXCEPTIONS

None.

V. RESERVATIONS

RESERVING UNTO THE GRANTOR, a right of access to any and all portions of the herein described land for purposes of environmental investigation, response or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a response action or corrective action to be performed by the Grantor is found to be necessary after the date of conveyance of the herein described land, or such access is necessary for the Grantor to carry out a response action or corrective action on adjoining property. Pursuant to this reservation, the United States, (including but not limited to, Region 4, United States Environmental Protection Agency (EPA), and the State of Florida Department of Environmental Protection (FDEP) and their respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to Grantee or the then owner and any authorized occupant of the aforescribed property) to enter upon the herein described land and conduct investigations and surveys, to include drillings, testpitting, borings, data and/or record compilation and other activities related to environmental investigation, and to carry out response or corrective actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities. In exercising such rights, the Grantor shall use its best efforts to coordinate such activities with the lawful occupant(s) of the land on which the activities are to be conducted, so that such activities, to the extent technically and economically practicable, do not interfere with such occupant's beneficial use and enjoyment of the land.

VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

2 of 7 (Parcel A)

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law, including but not limited to those set forth in Section VII.B. and VIII.D.

C. Grantee hereby understands and agrees that all costs associated with removing any restrictions of any kind whatsoever contained in this Indenture, whether necessitated by an environmental or other law or regulation, shall be the sole responsibility of Grantee, without any cost whatsoever to the United States.

VII. COVENANTS

A. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Grantor promptly of any potentially friable ACM that constitutes a release under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.). The Grantor's responsibility under this deed for friable ACM is limited to friable ACM in demolition debris associated with Air Force activities and usage arising prior to the date of this Indenture and is limited to the actions, if any, to be taken in accordance with the covenant contained in Section VII.B. herein. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property arising after the date of this Indenture, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. Covenant related to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, (42 U.S.C. §9620(h)(4)). Pursuant to section 120(h)(4)(D)(i) of CERCLA, the United States covenants and warrants that any response action or corrective action necessary after the

date of this Deed for contamination existing on the Property prior to the date of this Deed will be conducted by the United States.

C. Preservation Covenant. The threatened eastern indigo snake has the potential to inhabit the Property. The Grantee shall conduct surveys to determine the presence of the eastern indigo snake, prior to undertaking any construction on the Property. The United States shall be deemed a beneficiary to this preservation covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this preservation covenant in any court of competent jurisdiction. This preservation covenant, and its restrictions, conditions, and limitations shall be binding on the Grantee and its successors, and assigns in perpetuity. The Department of Interior, Fish and Wildlife Service may, for good cause, and with the concurrence of the General Services Administration, modify or cancel any or all of the foregoing restrictions upon written application of the Grantee, its successors or assigns.

D. Restriction on Commercial Airport Use.

1. The Property shall not be developed either for use as a commercial airport or to support a commercial airport. The foregoing condition shall not apply to aviation-related tenants on the Property, as long as such tenants are not used to support a commercial airport at the former Homestead AFB. For the purposes of this covenant, the term "commercial airport" shall mean a public airport receiving scheduled passenger service having 2,500 or more enplaned passengers per year.

2. The foregoing condition is for the sole benefit of the UNITED STATES OF AMERICA and shall be binding and enforceable against the Grantee in perpetuity. The Grantor reserves the right to enter and inspect the Property for compliance with the foregoing conditions.

3. In the event of a breach of the foregoing condition, whether caused by the legal inability of the Grantee, its successors and assigns, at the option of the Grantor, all title, right of possession and all other rights transferred by this instrument to the Grantee, of the Property, or any portion thereof that is found to be in breach of this Covenant, shall, at the option of the Grantor, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Grantor, unless within said sixty (60) days such default or violation shall have been cured and all such conditions shall have been met, observed, or complied with, or if within sixty (60) days the Grantee shall have commenced the actions necessary to bring the Grantee into compliance with all such conditions of this paragraph VII.D. in accordance with a compliance schedule approved by the Grantor said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously terminated or reverted, shall remain vested in the Grantee, its transferees, successors and assigns. This option of reversion shall be a continuing one, and may be

4 of 7 (Parcel A)

exercised by the United States any time the Grantor determines the aforesaid conditions are not met, observed or complied with by the Grantee or any subsequent transferee, successor or assign.

E. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

VIII. MISCELLANEOUS

A. Each covenant of this Indenture shall be deemed to touch and concern the land and shall run with the land.

B. The Grantee may request from the United States a modification or release of one or more of the covenant(s) in whole or in part in this Indenture, subject to the notification and concurrence or approval of the Grantor. In the event the request of the Grantee for modification or release is approved by the United States, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such restriction in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States. The United States shall deliver to the Grantee in recordable form the Covenant Release. The execution of the Covenant Release by the United States shall modify or release the restrictive covenant with respect to the Property in the Covenant Release.

C. The acceptance of this Indenture shall constitute conclusive evidence of the agreement of the Grantee to be bound by the foregoing conditions, restrictions, and limitations, and to perform the obligations referred to herein.

D. The Air Force recognizes and acknowledges its obligations under Section 330 of the National Defense Authorization Act, 1993, Pub. L. No. 102-484, as amended, which provides for indemnification of certain transferees of closing defense property.

IX. LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this Indenture:

Exhibit A - Property Description

5 of 7 (Parcel A)

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the day and year first above written.

UNITED STATES OF AMERICA

By: Kathryn M. Halvorson
KATHRYN M. HALVORSON
Deputy Director
Air Force Real Property Agency

Signed, Sealed, and Delivered
in the presence of:

Archer M. Ziem
Julie A. Riv

Commonwealth of Virginia :
ss.
County of Arlington :

The foregoing instrument was acknowledged before me this 12th day of August, 2004, by Kathryn M. Halvorson, Deputy Director, Air Force Real Property Agency.

Donna H. French, Jr.
Notary Public

My commission expires on July 21, 2005
DONNA H. FRENCH, JR.



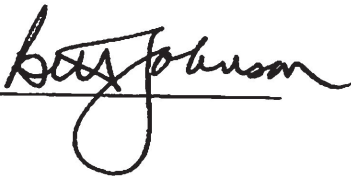
6 of 7 (Parcel A)

Acceptance

The Grantee hereby accepts this Indenture and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

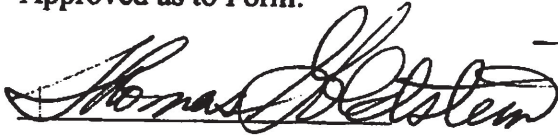
DATE: _____, 2004

MIAMI-DADE COUNTY

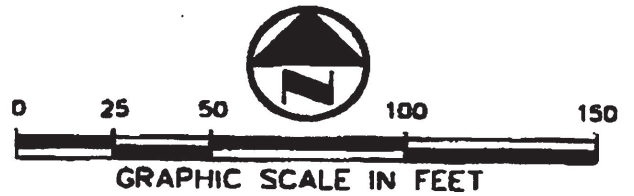
By: 

Attest:

Approved as to Form:



7 of 7 (Parcel A)



**SE 1/4
3-57-39**

**SE 1/4
3-57-39**

(NOT

PLATTED)

PARCEL "A"
1.00 ACRES ±

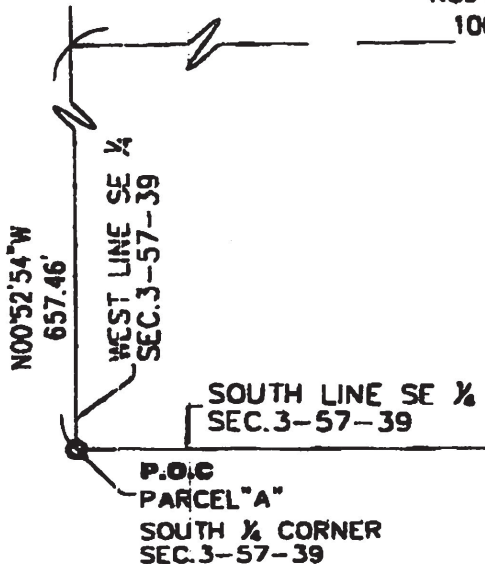
N00°47'22"W 217.88'

S00°39'38"E 217.95'

N89°07'06"E
1009.62'

P.O.B.

S89°21'20"W 199.49'



ABBREVIATIONS

PG. = PAGE
R/W = RIGHT OF WAY
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

NOT A FIELD BOUNDARY SURVEY

THIS DOCUMENT CONSISTS OF THREE (3) PAGES AND EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

PARCEL "A"

2:\SURVEY DIVISION\WORK\2005\01-1320.13 HARBOR BOUNDARY\011320.13 PROJECT\dwg\011320.13 SKETCH LEGAL.dwg 5/18/2004 9:56:36 AM EDT

SHEET 1 OF 1



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

HOMESTEAD AIR RESERVE STATION

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DATE: 05-12-04
DESIGNED: J.C.FERNANDEZ
DRAWN: J.C.FERNANDEZ
CHECKED: D.W.DEANS
JOB NO.: 01-1501.01

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PARCEL "A" (WELL FIELD SITE)
HOMESTEAD AIR RESERVE STATION COMPLEX
MIAMI-DADE COUNTY, FLORIDA**

**ARTICLE I
DEFINITIONS, GENERALLY:**

CLIENT: SHALL MEAN MIAMI-DADE COUNTY.
SKETCH: SHALL MEAN THE GRAPHIC DEPICTION OF THE MAP MADE A PART HEREOF AND INCORPORATED HEREIN, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
SUBJECT PROPERTY: SHALL MEAN ALL THOSE LOTS, PIECES, PARCELS OR STRIPS OF LAND INDICATED IN THE LEGAL DESCRIPTION PORTION OF THIS DOCUMENT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
COUNTY: SHALL MEAN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE NAME OF WHICH WAS CHANGED FROM "DADE COUNTY" BY ITS ELECTORS ON NOVEMBER 13, 1997 AND CODIFIED BY ITS BOARD OF COUNTY COMMISSIONERS PURSUANT TO COUNTY ORDINANCE NUMBER 97-212. ALL REFERENCES TO INSTRUMENT RECORDED PRIOR TO THAT DATE SHALL REFER TO THE PREVIOUS COUNTY NAME AND CONVERSELY, ALL REFERENCES TO INSTRUMENT RECORDED SUBSEQUENT TO THAT DATE (OR MENTION BY COMMON REPORT, AS THE CASE MAY BE) SHALL REFER TO THE PRESENT COUNTY NAME.

**ARTICLE II
LEGAL DESCRIPTION:**

PARCEL "A" (WELL FIELD)

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 3; THENCE N00°52'54"W ALONG THE WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 3 FOR 657.46 FEET; THENCE N89°07'06"E FOR 1009.62 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE N00°47'22"W FOR 217.88 FEET; THENCE N89°20'12"E FOR 199.98 FEET; THENCE S00°39'38"E FOR 217.95 FEET; THENCE S89°21'20"W FOR 199.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL "A" CONTAINS 1.00 ACRE, MORE OR LESS, BY CALCULATION.

**ARTICLE III
SOURCES OF DATA:**

BEARINGS: AS SHOWN HEREON REFER TO A CALCULATED BEARING OF N00°52'54"W ALONG THE WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 57 SOUTH, RANGE 39 EAST IN MIAMI-DADE COUNTY, FLORIDA.

A BOUNDARY SURVEY MAP AND REPORT PREPARED BY PBS&J ENTITLED "MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT HOMESTEAD AIR RESERVE STATION MIAMI-DADE COUNTY, FLORIDA BOUNDARY SURVEY," CERTIFIED JANUARY 19, 2004 UNDER JOB NO. 01-1320.13.

AN UNDATED "PROPERTY DISPOSAL MAP" PROVIDED BY DMG CONSULTING SERVICES, INC., WHICH WAS USED TO DETERMINE THE LOCATION OF THE SUBJECT PROPERTY'S BOUNDARIES FOR PLANNING PURPOSES.

NOT A FIELD BOUNDARY SURVEY

THIS DOCUMENT CONSISTS OF THREE (3) PAGES AND EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

PARCEL "A"

X:\SURVEY DIVISION\WORK\2003\01-1320.13 H&B BOUNDARY\011320.13 PROJECT\dwg\011320.13 SKETCH LEGAL.dwg 5/18/2004 9:52:36 AM EDT

SHEET 2 OF 2

PBS&J 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	HOMESTEAD AIR RESERVE STATION	DATE: 05-12-04
	SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DESIGNED: J.C.FERNANDEZ DRAWN: J.C.FERNANDEZ CHECKED: D.W.DEANS JOB NO.: 01-1501.01

**ARTICLE IV
LIMITATIONS:**

THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN ARTICLE II OR THE UNDERLYING TRACT OF LANDS THEREOF. THE DIMENSIONS AS DEPICTED ON THE SKETCH AND CITED IN THE LEGAL DESCRIPTION MAY BE SUBJECT TO ADJUSTMENT AS AN ACCURATE FIELD SURVEY OF THE SUBJECT PROPERTY MAY REVEAL.

**ARTICLE V
CLIENT INFORMATION:**

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED AT THE INSISTENCE OF AND IS CERTIFIED TO:

GOVERNMENT OF MIAMI-DADE COUNTY
111 NW 1ST STREET
MIAMI, FLORIDA 33128

**ARTICLE VI
SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID SKETCH AND THE DOCUMENTATION APPENDED THEREIN MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

PBS&J, A FLORIDA CORPORATION
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24

BY: C. M. Del Valle
CARLOS M. DEL VALLE, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE: MAY 12, 2004

NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS DOCUMENT CONSISTS OF MULTIPLE EXHIBITS, GRAPHICS AND REPORTS AND EACH PAGE AND COMPONENT THEREOF SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETED UNLESS APPENDED TO THE OTHERS. THIS NOTICE IS REQUIRED PURSUANT TO RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

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ALL RIGHTS RESERVED

NOT A FIELD BOUNDARY SURVEY

THIS DOCUMENT CONSISTS OF THREE (3) PAGES AND EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

PARCEL "A"

FLORIDA DIVISION OF LAND SURVEYING 01-132813 MAPS BOUNDARY/01132813 PROJECT/01132813 SKETCH LEGAL/01 5/12/2004 9:02:38 AM EDT

SHEET 3 OF 3

 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	HOMESTEAD AIR RESERVE STATION	DATE: 05-12-04
	SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DESIGNED: J.C.FERNANDEZ DRAWN: J.C.FERNANDEZ CHECKED: D.W.DEANS JOB NO.: 01-1501.01

EXHIBIT "D"



Commissioner
Danielle Cohen Higgins
Miami-Dade County, District 8

Via Electronic Mail

March 23, 2022

Vice President Logan Saucer
Pebblebrook Homeowners Association
4002 Waterstone Way
Homestead, FL 33033
logansaucer@icloud.com

Dear Mr. Saucer,

I want to thank you for contacting my office regarding the County-owned parcel of land located within Waterstone. Your professionalism and spirit of collegiality is refreshing and greatly appreciated. I also appreciate the clarity of your request which was to work together to find a solution.

By way of brief background, on October 5, 2021, I sponsored an item directing the Administration to prepare a report that would "explore the feasibility of creating a pilot program in Commission District 8 that would result in the manufacturing of affordable modular housing..." (Attached, Item 11A4) Thereafter, during a meeting to provide an update on the report, the Waterstone parcel was recommended by the Administration for the pilot program. My first response and inquiry were to question the sentiment of the neighbors. At that meeting, my team and I were assured by the Administration that the Waterstone neighborhood was supportive. Relying on that representation, the report was then placed on the March 10, 2022 Public Housing and Community Services Committee agenda. (Attached, Item 7B)

Shortly after the March 10 Committee meeting, I received your correspondence, as well as a few others, expressing concerns. From these concerns, it is apparent that the Waterstone community is not in support and correspondingly, neither am I. Now understanding the community's continued intention to acquire the parcel and transform it into a park, which I support, I stand with Waterstone and I reject the Administration's proposed location for the modular housing pilot program. The report (Item 7B) will be withdrawn and I look forward to working with the Administration to identify an alternative location. To be clear, please allow this correspondence to confirm that Folio No. 30-7903-000-0202 in Waterstone will no longer be considered for the Affordable Modular Housing Pilot Program pursuant to R-943-21.

I thank you again for your advocacy and community engagement. I look forward to working closely with you and the residents of Waterstone on any future concerns and/or needs. Please do not hesitate to contact me.

Yours in Service,

A handwritten signature in black ink, appearing to read "Danielle", with a long, sweeping horizontal line extending to the right.

Danielle Cohen Higgins
Commissioner, District 8
Miami-Dade Board of County Commissioners

EXHIBIT "E"

Pebblebrook HOA, Inc.

**P.O. Box 901773
Homestead, FL 33090**

To: Board of Directors
From: Sal
Date: May 18, 2022
SUBJ: Vacant parcel proposed improvement costs

As the result of the Town Hall Meeting on April 6 and the HOA Meeting held on April 26, 2022 during which a land use/zoning attorney was retained, the following is estimated at this time in draft form in order to improve the land upon acquisition:

Cost to acquire land deed in purchase	\$ 1.00
Deed closing costs	2,000.00
Zoning Attorney Fees	3,500.00
Landscaping & Beautification (tree, hedges, etc.)	7,000.00
Benches and waste baskets (installed)	2,500.00
Dog Waste Stations (Installed) (3)	1,900.00
Drone footage	200.00
Survey	1,230.00
Permits & Fees	1,200.00
Playground Equipment*	10,000.00
Additional Reserved Parking Asphalt and Striping*	35,000.00
Concrete & Sidewalks*	15,000.00
Electrical work - new conventional lighting & solar	9,000.00
General Counsel Attorney Fees	1,300.00
Total Estimated Amount	\$ \$89,831.00

Note that the above is an estimated starting point as funds should be allocated for additional land improvements and must be allocated for maintenance via the budget. Not all items need be completed immediately noted with a * accordingly.



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 18, 2022

FROM: 
Gen Bonzon-Keenan
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)
10-18-22

RESOLUTION NO. _____ R-983-22

RESOLUTION AUTHORIZING THE CONVEYANCE, PURSUANT TO FLORIDA STATUTES SECTION 125.38, OF A 43,650 SQUARE FOOT VACANT COUNTY-OWNED PROPERTY (FOLIO NUMBER 30-7903-000-0202) LOCATED AT NE 41 STREET CIRCLE AND NE 41 AVENUE IN HOMESTEAD, FLORIDA, TO PEBBLEBROOK HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR NOMINAL CONSIDERATION, FOR THE CONSTRUCTION AND MAINTENANCE OF A RECREATIONAL OPEN SPACE PARK, SAID CONVEYANCE BEING APPROVED BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AS REQUIRED BY SECTION 2-8.6.5 OF THE COUNTY CODE; DECLARING THE PROPERTY SURPLUS; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO EXECUTE A COUNTY DEED FOR SUCH PURPOSE; AND DIRECTING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SUCH CONVEYANCE OF SAID PROPERTY AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

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

WHEREAS, Pebblebrook Homeowners Association, Inc., a Florida not-for-profit corporation ("Pebblebrook"), has submitted an application requesting that the County convey the property located at NE 41 Street Circle and NE 41 Avenue in Homestead, Florida, folio number 30-7903-000-0202 ("Property") to Pebblebrook at no cost in order to create and maintain an open space public recreational park; and

WHEREAS, Pebblebrook's application was processed pursuant to the requirements and procedures set forth in Implementing Order (IO) 8-4; and

WHEREAS, pursuant to IO 8-4, the Property was circulated to all County departments for possible use, and it has been determined that the County departments have no need for the Property, and that it can therefore be declared as surplus; and

WHEREAS, in its application, Pebblebrook asserted that a substantial compelling reason exists to convey the Property for nominal value rather than to lease it to Pebblebrook, as Pebblebrook will be making substantial expenditures preliminarily estimated at \$90,000.00 to construct an attractive recreational space, plus costs of maintenance, and in light of the park purpose and preservation of greenspace for the benefit of the entire community; and

WHEREAS, Pebblebrook's use of the Property represents a purpose consistent with promoting community interest and welfare, and Pebblebrook has represented that it will use the Property consistent with its mission, and in support of community interest and welfare purposes; and

WHEREAS, this Board finds that Pebblebrook requires the Property for the purpose for which it was incorporated and to promote the compelling community interest and welfare of the public, and pursuant to section 125.38, Florida Statutes, desires to convey the Property to Pebblebrook,

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

Section 1. The foregoing recitals are incorporated in this resolution and approved as if fully set forth herein.

Section 2. This Board finds, pursuant to section 2-8.6.5 of the Code of Miami-Dade County, by a two-thirds vote of the Board members present, that in light of: (i) the substantial and required expenditure of funds to design, construct, and maintain the public park; (ii) the nature of the proposed use of the Property for the benefit of the community which can be utilized by the

public free of any cost; and (iii) the lack of utility to the County of Property which has been vacant for nearly twenty years, is currently fenced, and is bordered by private roads, that a compelling circumstance exists to convey the property to Pebblebrook at nominal cost by deed rather than by lease.

Section 3. This Board declares the Property as surplus and authorizes, pursuant to section 125.38, Florida Statutes, the conveyance of the Property to Pebblebrook by County Deed in substantially the form attached as Attachment 2 to the memorandum (“County Deed”) for nominal consideration, including the deed restrictions set forth therein, a timeline for commencement and completion of construction, reporting requirements, a minimum initial expenditure of no less than \$75,000.00, and a reverter provision for non-compliance to ensure proper and continued use of the Property as an open space recreational park.

Section 4. This Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the County Deed and authorizes and directs the County Mayor or County Mayor’s designee to exercise all rights set forth therein, including the right to exercise the reverter provision, to take all actions necessary to effectuate this conveyance, and to ensure that proper signage is placed on the properties identifying the County’s name and the name of the district commissioner.

Section 5. Pursuant to Resolution No. R-974-09, this Board: (a) directs the County Mayor or County Mayor’s designee to record the instrument of conveyance in the Public Records of Miami-Dade County and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instrument; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of the instrument together with the resolution.

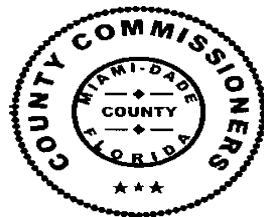
The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

	Jose "Pepe" Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Kionne L. McGhee	aye
Jean Monestime	aye	Raquel A. Regalado	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of October, 2022. 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: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman
Monica Rizo Perez