

MEMORANDUM

Agenda Item No. 8(A)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a contract for sale and purchase between Miami-Dade County, as Buyer, and the Miami-Dade Expressway Authority, as Seller, of two parcels of vacant land, located east of Miami International Airport including Folio No. 30-3129-000-0205 located to the northwest of NW 37th Avenue and NW 28th Street and Folio No. 30-3129-000-0200 located at 3804 NW 28th Street in unincorporated Miami-Dade County, in the amount of \$10,157,800.00; authorizing the County Mayor to execute the contract for sale and purchase, to exercise all provisions contained therein, and to perform all acts necessary to effectuate this transaction; authorizing the acceptance of the Properties by Quit Claim Deed, and authorizing the expenditure of up to \$39,645.86 for closing costs; and directing the County Mayor to record such deed in the public records

Resolution No. R-150-23

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Kevin Marino Cabrera.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Authorizing Acquisition of Two Parcels of Vacant Land Approximately 5.36 Acres in Size from the Miami Dade Expressway Authority

Executive Summary

The attached Resolution seeks approval of a “Contract for Sale and Purchase” between Miami-Dade County (Buyer) and the Miami Dade Expressway Authority (Seller) for the purchase of two parcels of land. The Contract for Sale and Purchase allows the County, through its Aviation Department, to acquire two parcels of land located east of Miami International Airport (MIA) for the negotiated purchase price of \$10,157,800. The first parcel, Folio No. 30-3129-000-0205, known as Parcel 169A, is more fully described in Exhibit A, and the second parcel, Folio No. 30-3129-000-0200, known as Parcel 169B, is more fully described in Exhibit B. Both exhibits are attached to this memorandum.

The Aviation Department will use these parcels of land as a construction staging area for future expansion projects in accordance with its Capital Improvement Plan (CIP). As the CIP anticipates construction related needs for properties in this area, the two parcels of vacant land being acquired will be used to accommodate all of the construction requirements of future projects. Once the projects are completed the parcels will be utilized for developments that will generate revenues from commercial tenants.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution for the approval and execution of the attached “Contract for Sale and Purchase”. The County has agreed to buy this property in connection with the County’s Capital Improvement Plan to accommodate growth at MIA for the negotiated purchase price of \$10,157,800.

More specifically, the Resolution does the following:

- Authorizes the acquisition of property (Folio No. 30-3129-000-0205) which includes approximately 146,775 square feet of land located to the northwest of NW 37 Ave and NW 28 St intersection in Miami, Florida 33112, and;
- Authorizes the acquisition of property (Folio No. 30-3129-000-0200) which includes approximately 86,742 square feet of land located at 3804 NW 28th Street, Miami, Florida 33112, and;
- Authorizes the County Mayor or County Mayor’s designee to execute a willing buyer/willing seller Contract for Sale and Purchase (enclosed as Attachment C) between the County and the Seller in the amount of \$10,157,800.

Scope

The property being purchased by the County is located in District 6 represented by Commissioner Kevin Marino Cabrera. However, the impact of this item is countywide as this property will become a part of MIA’s footprint, which is a regional asset.

Delegation of Authority

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

Fiscal Impact/Funding Source

Through the attached Contract for Sale and Purchase, the County is purchasing the property to increase MIA's footprint to the east while assuming responsibilities for the properties. Through the Aviation Department, the County shall pay to the Seller \$10,157,800 to purchase real property consisting of two parcels, which together comprise a total of 233,517 square feet (5.36 acres) east of MIA. State-certified appraisers (hired by both the County and the Seller) appraised both parcels of vacant land. The property was initially valued at \$9,050,000 by Slack Johnston and Magenheimer on June 13, 2022 for the County, followed by a second appraisal performed for the Seller on June 27, 2022 by Real Estate Analysts for \$11,265,000. The difference between the two appraisals is due to the easements on both parcels that were excluded in the County's appraisal.

At the time the County commissioned its appraisal, the two easement areas were not anticipated to be part of the conveyance, rather, it was anticipated that both easement areas would be retained by the Seller. However, the easement areas are valuable to the County because of the variety of uses they can serve to comply with the zoning code for any new construction projects, such as parking. The County consulted with its appraiser, Slack Johnston and Magenheimer, who confirmed that if the purchase included owning the easement areas it would benefit the County greatly. As such, it was recommended by the County's appraiser to take the average of the two existing appraisals, which resulted in both parties negotiating the final purchase price of \$10,157,800. The County's appraiser further stated that "the proposed purchase price is a reasonable indication of market value based on negotiations".

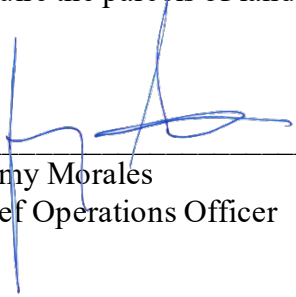
The funding source for this purchase is Aviation Revenue Bonds, Project No. 2000001655 - Land Acquisition Subprogram, as programmed in the Fiscal Year (FY) 2022-2023 Adopted Budget and Multi-Year Capital Plan.

Track Record/Monitor

MDAD's Division Director of Real Estate Management and Development, Michèle Raymond, will monitor the implementation of the Contract for Sale and Purchase.

Background

As part of MIA's approved Capital Improvement Plan, the County is acquiring properties to the east of MIA for terminal support facilities. The acquisition of these specific properties will facilitate the eastward extension of MIA's footprint and will provide the Aviation Department with the needed vacant land for construction laydown, staging, storage of heavy equipment, and parking for construction workers which are functions that are critical for any construction project. Upon execution of the attached Contract for Sale and Purchase between the County and the Seller in the amount of \$10,157,800, the County will acquire the parcels of land that are strategically located with optimal connectivity to MIA.



Jimmy Morales
Chief Operations Officer

EXHIBIT A

Tract 169 A

COMMENCE AT THE S. W. CORNER OF THE N. E. ¼ OF SECTION 29, TOWNSHIP 53 SOUTH, RANGE 41 EAST, DADE COUNTY, FLORIDA; THENCE DUE NORTH ALONG THE WEST BOUNDARY LINE OF THE N. E. ¼ OF SAID SECTION 29, FOR A DISTANCE OF 580.18 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHERLY BOUNDARY LINE OF PARCEL 'C') ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1006 AT PAGE 140 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE NORTH 85 DEGREES 21 MINUTES 48 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHERLY BOUNDARY LINE OF PARCEL 'C') AS AFORESAID FOR A DISTANCE OF 1,123.84 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE NORTHEASTERLY ALONG A TANGENTIAL CIRCULAR CURVE HAVING A RADIUS OF 955.335 FEET THRU A CENTRAL ANGLE OF 9 DEGREES 06 MINUTES 37 SECONDS FOR A DISTANCE OF 151.903 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTHEASTERLY AND NORTHERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHEASTERLY BOUNDARY LINE OF PARCEL 'C') AS AFORESAID AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 955.335 FEET THRU A CENTRAL ANGLE OF 54 DEGREES 16 MINUTES 13 SECONDS FOR AN ARC DISTANCE OF 904.888 FEET TO A POINT MARKING THE INTERSECTION THEREOF WITH THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL 'A') ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 147 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAST DESCRIBED POINT BEARS SOUTH 88 DEGREES 01 MINUTES 02 SECONDS EAST FROM THE CENTER OF THE LAST AFORESAID CURVE; THENCE SOUTH 0 DEGREES 05 MINUTES 45 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL 'A') AS AFORESAID FOR A DISTANCE OF 422.40 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE NORTHERLY RIGHT OF WAY LINE OF 70 FOOT STREET, THE SAID NORTHERLY RIGHT OF WAY LINE OF SAID 70 FOOT STREET IS A CURVE HAVING A RADIUS OF 1,179.81 FEET THE CENTER OF WHICH BEAR NORTH 48 DEGREES 36 MINUTES 50 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID 70 FOOT STREET AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 1,179.81 FEET THROUGH A CENTRAL ANGLE OF 22 DEGREES 52 MINUTES 21 SECONDS FOR AN ARC DISTANCE OF 470.98 FEET TO THE INTERSECTION THEREOF WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD OF FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL 'B') ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 147 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD ALL FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL 'B') AS AFORESAID, AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 980.37 FEET THRU A CENTRAL ANGLE OF 18 DEGREES 31 MINUTES 44 SECONDS FOR AN ARC DISTANCE OF 317.04 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, SAID POINT OF BEGINNING BEARS NORTH 16 DEGREES 00 MINUTES 45 SECONDS EAST FROM THE CENTER OF THE LAST DESCRIBED CURVE. SAID PROPERTY CONTAINS 3.35 ACRES MORE OR LESS

EXHIBIT B

Tract 169 B

COMMENCE AT THE S. W. CORNER OF THE N. E. ¼ OF SECTION 28, TOWNSHIP 53 SOUTH, RANGE 41 EAST, DADE COUNTY, FLORIDA; THENCE DUE NORTH ALONG THE WEST BOUNDARY LINE OF THE N. E. ¼ OF SAID SECTION 28, FOR A DISTANCE OF 580.19 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHERLY BOUNDARY LINE OF PARCEL "C") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 140 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE NORTH 85 DEGREES 21 MINUTES 48 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHERLY BOUNDARY LINE OF PARCEL "C") AS AFORESAID FOR A DISTANCE OF 1,123.84 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE NORTHEASTERLY ALONG A TANGENTIAL CIRCULAR CURVE HAVING A RADIUS OF 855.338 FEET THRU A CENTRAL ANGLE OF 8 DEGREES 08 MINUTES 37 SECONDS FOR A DISTANCE OF 151.803 FEET TO THE POINT OF INTERSECTION; THENCE CONTINUE NORTHEASTERLY AND NORTHERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHEASTERLY BOUNDARY LINE OF PARCEL "C") AS AFORESAID AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 855.338 FEET THRU A CENTRAL ANGLE OF 54 DEGREES 18 MINUTES 13 SECONDS FOR AN ARC DISTANCE OF 804.889 FEET TO A POINT MARKING THE INTERSECTION THEREOF WITH THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL "A") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 147 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAST DESCRIBED POINT BEARS SOUTH 88 DEGREES 01 MINUTES 02 SECONDS EAST FROM THE CENTER OF THE LAST AFORESAID CURVE; THENCE SOUTH 0 DEGREES 05 MINUTES 45 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL "A") AS AFORESAID FOR A DISTANCE OF 524.53 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 888.83 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD ALL FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL "B") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 147 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD ALL FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL "B") AS AFORESAID BEING A CURVE WITH A RADIUS OF 880.37 FEET WHOSE CENTER BEARS SOUTH 71 DEGREES 04 MINUTES 48 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD ALL FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL "B") AS AFORESAID, AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 880.37 FEET THRU A CENTRAL ANGLE OF 31 DEGREES 57 MINUTES 44 SECONDS FOR AN ARC DISTANCE OF 540.80 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE SOUTHERLY RIGHT OF WAY LINE OF A 70 FOOT STREET WHICH POINT BEARS NORTH 39 DEGREES 08 MINUTES 51 SECONDS EAST FROM THE CENTER OF THE LAST DESCRIBED CURVE (THE SOUTHERLY RIGHT OF WAY LINE OF SAID 70 FOOT STREET EAST A CURVE HAVING A RADIUS OF 1,249.81 FEET THE CENTER OF WHICH BEARS NORTH 27 DEGREES 23 MINUTES 41 SECONDS WEST FROM THE LAST DESCRIBED POINT); THENCE NORTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID 70 FOOT STREET AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 1,249.81 FEET THROUGH A CENTRAL ANGLE OF 17 DEGREES 41 MINUTES 12 SECONDS FOR AN ARC DISTANCE OF 285.80 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL "A") AS AFORESAID, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, SAID POINT OF BEGINNING BEARS NORTH 45 DEGREES 04 MINUTES 53 SECONDS EAST FROM THE CENTER OF THE LAST DESCRIBED CURVE. SAID PROPERTY CONTAINS 1.88 ACRES MORE OR LESS.

ATTACHMENT C

CONTRACT FOR SALE AND PURCHASE

Property to be acquired: 3804 NW 28 Street, Miami FL 33142
Folio #: 30-3129-000-0200 and 30-3129-000-0205
MDX 11205 – Parcels 169A&B

This **Contract for Sale and Purchase** is entered into as of the _____ day of _____, 20____, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and **Miami-Dade County Expressway Authority d/b/a Miami-Dade Expressway Authority**, a body politic and corporate, a public instrumentality created by the Board of County Commissioners of Miami-Dade County, as amended, acting through its Governing Board hereinafter referred to as "Seller".

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

1. **REALTY.** Seller agrees to sell to Buyer that certain real property consisting of approximately 233,517 square feet and more specifically described in **Exhibit A** and shown on **Exhibit B**; together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter and other rights appurtenant to real property, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, 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 benefiting the real property, if any. (All of the foregoing being referred to as the "Property").

2. **PURCHASE PRICE.** Buyer agrees to pay a purchase price of **\$10,157,800 (Ten Million One Hundred Fifty-Seven Thousand Eight Hundred Dollars)** for the Property. Said price will be paid at closing by Miami-Dade County for the Property referenced in Exhibit A and Exhibit B herein and shall be subject to other adjustments and prorations provided for herein.

3. **INTEREST CONVEYED.** Seller is the record owner of the fee simple title to the subject Property, and agrees to convey good, marketable, and insurable title by Quitclaim Deed in substantially the form of **Exhibit C** attached hereto and made a part hereof ("Quitclaim 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.** Both parties are exempt from payment of ad valorem taxes; therefore no proration or tax escrows will be required at Closing.

5. **TITLE INSURANCE.** Buyer may, at Buyer's own cost and expense and within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and an owner's marketable title insurance policy from a title insurance company licensed by the State of Florida in the amount of the purchase price and provide a copy of same to Seller. Except as provided below, said policy shall show a good, marketable and insurable title to the Property in the Seller's name. In addition, the policy shall insure title to the Property for the period between closing and recording of the warranty deed. In connection herewith, Buyer agrees to provide and pay the cost of recording of all affidavits and other documents as required by the title insurer. Buyer shall have fifteen (15) business days from receipt of

CONTRACT FOR SALE AND PURCHASE: 3804 NW 28 Street, Miami FL 33142
Folio #: 30-3129-000-0200 and 30-3129-000-0205
MDX 11205 – Parcels 169A&B

title documents to inspect said title documents and report defects, if any, in writing to the Seller (the "Title Defects"). The Seller shall have ten (10) days from receipt of written notice from Buyer to inform Buyer in writing of which, if any, Title Defect Seller is willing to cure. Seller shall have sixty (60) days (unless otherwise extended, as mutually agreed upon by both Buyer and Seller in writing) in which to cure the agreed upon Title Defects (the "Cure Period"); provided, however, that Seller shall not be required to institute any lawsuit. The Seller hereby agrees to use reasonable diligence to cure said defects. If Seller is unable, within the Cure Period, or unwilling to cure a Title Defect, 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. Buyer shall pay all reasonable recording fees for corrective instruments required hereunder.

6. **PROPERTY INSPECTION:** Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purpose of conducting the inspections described below; provided, however, that all such persons enter the Property and conduct the inspections at their own risk.

- a) **Environmental Inspection:** Buyer may, at its own cost and expense, and at least 30 days prior to the date of closing, obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Division of Environmental Resources Management (DERM) and conduct any tests required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction, including but not limited to, an American Society for Testing and Materials (ASTM) Phase I and Phase II Site Assessments. The term "Hazardous Materials" shall be as defined by DERM and shall include any hazardous or toxic substance, material or waste. Seller has provided to Buyer all environmental reports for the Property in its possession and represents that the reports contain the limit of Seller's knowledge to environmental condition of the Property. Buyer has read reports and acknowledges that based on reports that Seller provided, the property may be used for Seller's intended purposes. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Property which was not disclosed in the previously provided environmental reports and materially alters the suitability for Buyer's intended purpose, Buyer may elect to terminate this Contract and both Buyer and Seller shall be released from all further obligations hereunder.
- b) **Building Inspection:** There are no known buildings or structures on the subject properties. Therefore, no building inspection is required.

7. **TENANCIES.** Seller warrants and represents that no person is living on or occupying the Property. Seller further warrants and represents that (i) there are no other agreements, oral or written, that permits the use or occupancy of any portion of the Property; and (ii) Seller shall not permit the use or occupancy of any portion of the Property subsequent to the date of Seller's execution of this Contract.

8. **LIENS.** Certified municipal and county liens, if any, and any special assessments, if any, shall be paid in full or bonded at or before closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, the Seller shall pay or bond such lien at or before closing.

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Folio #: 30-3129-000-0200 and 30-3129-000-0205
MDX 11205 – Parcels 169A&B

9. CLOSING. The closing of this transaction shall be completed within 30 days of the full execution of this Contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller in writing or as otherwise provided herein. The precise date, time and place of closing shall be set by Buyer.

10. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary by Buyer's and Seller's attorneys to complete the conveyance in accordance with the terms of this Contract. Time is of the essence with this Contract. All obligations herein are subject to acts of God or nature, which is beyond the control of Seller or Buyer.

11. BROKERS. There are no real estate fees or commissions due to any Broker pursuant to this transaction.

12. EXPENSES. Buyer shall be responsible for recording fees related to the Quitclaim Deed and payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Quitclaim Deed.

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

14. INTENTIONALLY OMITTED

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

16. DEFAULT. If Seller defaults under this Contract, Buyer may waive the default and proceed with closing or seek specific performance. If Buyer defaults under this Contract, Seller may waive the default and proceed with closing, or seek specific performance. Any such waiver shall be in writing. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract

17. LITIGATION. In the event of any litigation arising out of this Contract, each party shall bear its own attorney's fees and costs, including appellate proceedings.

18. DISCLOSURE. Seller warrants that there are no facts known to Seller, which materially affect the value or integrity of the Property (whether structural or otherwise) which has not been disclosed by Seller to Buyer or which are not readily observable to Buyer.

19. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto and no third party will have any rights, privileges, or other beneficial interests herein or hereunder.

20. RIGHT TO ENTER PROPERTY. Seller agrees that Buyer and its agents shall have the right to enter the Property at their own risk for all lawful purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by the gross negligence or intentional misconduct of Buyer and its agents, within and to the extent of all limitations of Section 768.28, Florida Statutes. Buyer shall notify Seller at least 24 hours prior to when the Buyer or its agents seek to enter the Property.

21. 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.

22. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

23. 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.

24. EFFECTIVENESS. The effectiveness of this Contract is contingent upon a public hearing approval pursuant to the Code of Miami-Dade County, if required, and approval by the Federal Aviation Administration, if required. The effective date hereof shall be the earlier of (1) the date of the 10-day expiration of the County Mayor's veto period subsequent to the approval and authorization of the execution of this Contract by the Board of County Commissioners of Miami-Dade County ("Board") without the County Mayor vetoing the BCC's resolution approving same or (2) the date on which the County Mayor approves the BCC-approved resolution authorizing the execution of this Contract, provided no motion to reconsider such approval is made by the Board ("Effective Date"). If a motion to reconsider approval hereof is made, then the Effective Date hereof shall be the date the Board reconsiders and approves this Contract. In the event that the Mayor vetoes the Board's approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto, in which case such override date shall be the Effective Date. The actions of the Board and the Mayor in connection with the award or rejection of this Contract rest within their sole discretion.

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. NOTICE. All communications regarding this transaction shall be directed to those indicated below and shall be deemed delivered upon receipt, unless otherwise specified herein:

as to Buyer: Ralph Cutié, Director and Chief Executive Officer
 Miami-Dade Aviation Department
 P.O. Box 025504
 Miami, FL 33102

as to Seller: Darlene M. Fernandez, P.E., Executive Director
 Miami Dade Expressway Authority
 3790 NW 21 Street
 Miami FL 33142

SIGNATURE PAGES TO FOLLOW

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

BUYER:

ATTEST:

MIAMI-DADE COUNTY

By: _____
Clerk

By: _____
County Mayor or the County
Mayor's designee

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.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand and seal the day and year first above written.

**Miami-Dade County Expressway Authority
d/b/a Miami-Dade Expressway Authority,** a
body politic and corporate, a public instrumentality
created by the Board of County Commissioner of
Miami-Dade County, as amended, acting through its
Governing Board

David Santiago
Witness

David Santiago
Witness Printed Name

Maryam
Witness

Maryam Diaz
Witness Printed Name

By:

Darlene M. Fernandez, P.E.
Executive Director

STATE OF FLORIDA

COUNTY OF _____

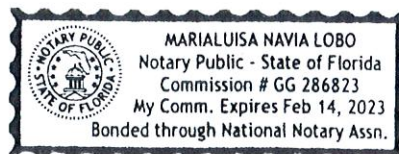
I HEREBY CERTIFY, that on this 30th day of November, 2022, before me, an officer duly authorized
to administer oaths and take acknowledgments, personally appeared **Darlene M. Fernandez, P.E., as
Executive Director of Miami-Dade County Expressway Authority d/b/a Miami-Dade
Expressway Authority,** a body politic and corporate, a public instrumentality created by the Board of
County Commissioner of Miami-Dade County, as amended, acting through its Governing Board,
personally known to me, or proven by producing the following identification:

_____ to be the person(s) who executed the foregoing
instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

NOTARY SEAL/STAMP

Mari Luisa Navia Lobo
Notary Signature
Print Name: MARIALUISA NAVIA LOBO
Notary Public, State of Florida
My commission expires: 2/14/23
Commission/Serial No. GG 286823



CONTRACT FOR SALE AND PURCHASE: 3804 NW 28 Street, Miami FL 33142

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MDX 11205 – Parcels 169A&B

EXHIBIT A

Tract 169 A

COMMENCE AT THE S. W. CORNER OF THE N. E. ¼ OF SECTION 29, TOWNSHIP 53 SOUTH, RANGE 41 EAST, DADE COUNTY, FLORIDA; THENCE DUE NORTH ALONG THE WEST BOUNDARY LINE OF THE N. E. ¼ OF SAID SECTION 29, FOR A DISTANCE OF 580.18 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHERLY BOUNDARY LINE OF PARCEL "C") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 140 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE NORTH 85 DEGREES 21 MINUTES 48 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHERLY BOUNDARY LINE OF PARCEL "C") AS AFORESAID FOR A DISTANCE OF 1,123.84 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE NORTHEASTERLY ALONG A TANGENTIAL CIRCULAR CURVE HAVING A RADIUS OF 955.336 FEET THRU A CENTRAL ANGLE OF 9 DEGREES 06 MINUTES 37 SECONDS FOR A DISTANCE OF 151.903 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTHEASTERLY AND NORTHERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHEASTERLY BOUNDARY LINE OF PARCEL "C") AS AFORESAID AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 955.336 FEET THRU A CENTRAL ANGLE OF 54 DEGREES 16 MINUTES 13 SECONDS FOR AN ARC DISTANCE OF 904.889 FEET TO A POINT MARKING THE INTERSECTION THEREOF WITH THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL "A") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 147 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAST DESCRIBED POINT BEARS SOUTH 88 DEGREES 01 MINUTES 02 SECONDS EAST FROM THE CENTER OF THE LAST AFORESAID CURVE; THENCE SOUTH 0 DEGREES 05 MINUTES 45 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL "A") AS AFORESAID FOR A DISTANCE OF 422.40 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE NORTHERLY RIGHT OF WAY LINE OF 70 FOOT STREET, THE SAID NORTHERLY RIGHT OF WAY LINE OF SAID 70 FOOT STREET IS A CURVE HAVING A RADIUS OF 1,179.81 FEET THE CENTER OF WHICH BEAR NORTH 48 DEGREES 36 MINUTES 50 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID 70 FOOT STREET AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 1,179.81 FEET THROUGH A CENTRAL ANGLE OF 22 DEGREES 52 MINUTES 21 SECONDS FOR AN ARC DISTANCE OF 470.98 FEET TO THE INTERSECTION THEREOF WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD OF FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL "B") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 147 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD ALL FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL "B") AS AFORESAID, AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 980.37 FEET THRU A CENTRAL ANGLE OF 18 DEGREES 31 MINUTES 44 SECONDS FOR AN ARC DISTANCE OF 317.04 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, SAID POINT OF BEGINNING BEARS NORTH 16 DEGREES 00 MINUTES 45 SECONDS EAST FROM THE CENTER OF THE LAST DESCRIBED CURVE. SAID PROPERTY CONTAINS 3.35 ACRES MORE OR LESS

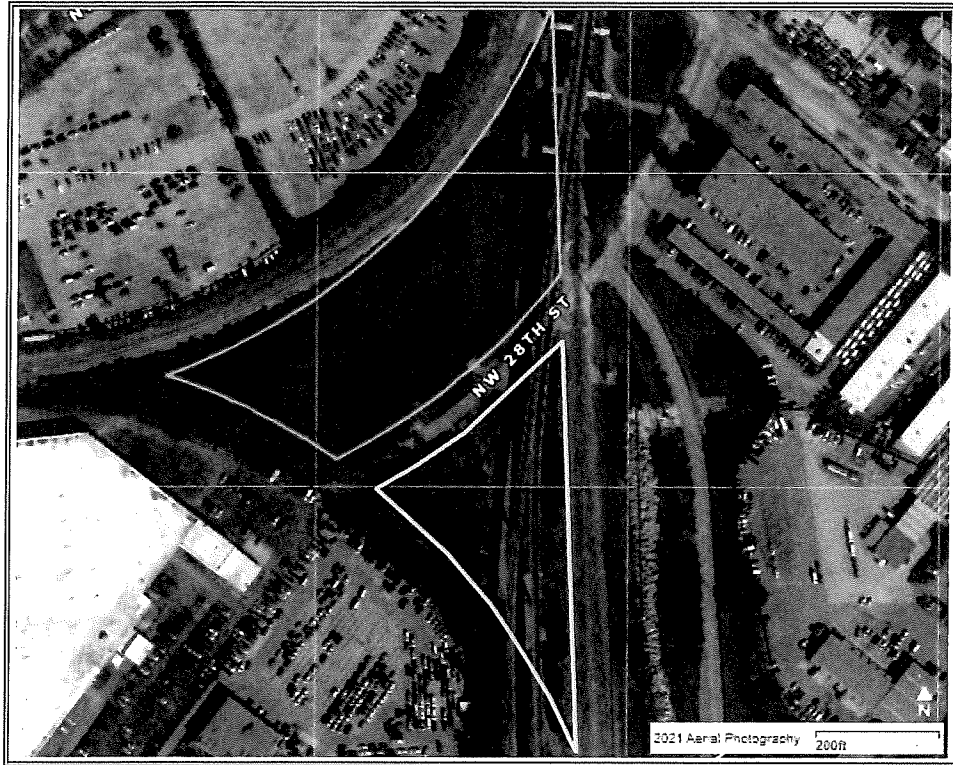
COMMENCE AT THE S. W. CORNER OF THE N. E. ¼ OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 41 EAST, DADE COUNTY, FLORIDA; THENCE DUE NORTH ALONG THE WEST BOUNDARY LINE OF THE N. E. ¼ OF SAID SECTION 29, FOR A DISTANCE OF 580.19 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHERLY BOUNDARY LINE OF PARCEL "C") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 140 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE NORTH 85 DEGREES 21 MINUTES 48 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHERLY BOUNDARY LINE OF PARCEL "C") AS AFORESAID FOR A DISTANCE OF 1,123.84 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE NORTHEASTERLY ALONG A TANGENTIAL CIRCULAR CURVE HAVING A RADIUS OF 855.338 FEET THRU A CENTRAL ANGLE OF 8 DEGREES 08 MINUTES 37 SECONDS FOR A DISTANCE OF 151.803 FEET TO THE POINT OF INTERSECTION; THENCE CONTINUE NORTHEASTERLY AND NORTHERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHEASTERLY BOUNDARY LINE OF PARCEL "C") AS AFORESAID AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 855.338 FEET THRU A CENTRAL ANGLE OF 54 DEGREES 18 MINUTES 13 SECONDS FOR AN ARC DISTANCE OF 804.889 FEET TO A POINT MARKING THE INTERSECTION THEREOF WITH THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL "A") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 147 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAST DESCRIBED POINT BEARS SOUTH 88 DEGREES 01 MINUTES 02 SECONDS EAST FROM THE CENTER OF THE LAST AFORESAID CURVE; THENCE SOUTH 0 DEGREES 05 MINUTES 45 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL "A") AS AFORESAID FOR A DISTANCE OF 524.03 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 689.83 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD ALL FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL "B") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 147 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD ALL FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL "B") AS AFORESAID BEING A CURVE WITH A RADIUS OF 980.37 FEET WHOSE CENTER BEARS SOUTH 71 DEGREES 04 MINUTES 48 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD ALL FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL "B") AS AFORESAID, AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 980.37 FEET THRU A CENTRAL ANGLE OF 31 DEGREES 57 MINUTES 44 SECONDS FOR AN ARC DISTANCE OF 548.80 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE SOUTHERLY RIGHT OF WAY LINE OF A 70 FOOT STREET WHICH POINT BEARS NORTH 39 DEGREES 08 MINUTES 51 SECONDS EAST FROM THE CENTER OF THE LAST DESCRIBED CURVE (THE SOUTHERLY RIGHT OF WAY LINE OF SAID 70 FOOT STREET EAST A CURVE HAVING A RADIUS OF 1,249.81 FEET THE CENTER OF WHICH BEARS NORTH 27 DEGREES 23 MINUTES 41 SECONDS WEST FROM THE LAST DESCRIBED POINT); THENCE NORTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID 70 FOOT STREET AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 1,249.81 FEET THROUGH A CENTRAL ANGLE OF 17 DEGREES 41 MINUTES 12 SECONDS FOR AN ARC DISTANCE OF 385.80 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL "A") AS AFORESAID, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, SAID POINT OF BEGINNING BEARS NORTH 45 DEGREES 04 MINUTES 53 SECONDS EAST FROM THE CENTER OF THE LAST DESCRIBED CURVE. SAID PROPERTY CONTAINS 1.98 ACRES MORE OR LESS.

EXHIBIT B

PROPERTY DATA

Location

The appraised property is located along the north and south sides of the western terminus of NW 28th Street, in the Miami area, unincorporated Miami-Dade County, Florida. The street address is 3804 NW 28th Street, Miami, FL 33142 (for Parcel 169B). Parcel 169A (folio ending in -0205) does not have a street address.



Land Size, Shape and Access

The subject property is two non-contiguous, irregular shaped sites with NW 28th Street bisecting the subject. The sites contain 233,517 SqFt or 5.361 acres. The sites are roughly at street grade. Access is from NW 28th Street, which is a local service road.

Exhibit C

This instrument was prepared by and return to:
Jose Vidal
Miami-Dade Aviation Department
P.O. Box 025504
Miami, FL 33102

**Folio No.: 30-3129-000-0205 (MDX 11205, Parcel 169A)
30-3129-000-0200 (MDX 11205, Parcel 169B)**

USER DEPT: Miami-Dade Aviation Department

QUIT CLAIM DEED

(Statutory Form - FS 689.02)

This Indenture, made this ____ day of _____, 202__ between **Miami-Dade Expressway Authority, Miami-Dade County Expressway Authority d/b/a Miami-Dade Expressway Authority**, a body politic and corporate, a public instrumentality created by the Board of County Commissioner of Miami-Dade County, as amended, acting through its Governing Board, Party of the First Part, and whose post office address is: 3790 NW 21St. Street, Miami Florida 33142 to **Miami-Dade County**, a political subdivision of the State of Florida, Party of the Second Part and whose post office address is: 111 NW 1st Street, Suite 17-202, Miami Florida 33128 c/o Miami-Dade Aviation Department, P.O. Box 025504, Miami, FL 33102.

(Whenever used herein, the terms "First Part" and "Second Part" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth: That said Party of the First Part, for and in consideration of the sum of \$10.00 and other good valuable consideration receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Party of the Second Part, all that certain land situated in Miami-Dade County, Florida, to wit:

(Legal Description, attached hereto and made a part hereof as Exhibit "A")

Subject to: Conditions, restrictions, reservations, limitations and easements of records, if any (provided, however, that this reference shall not operate to reimpose the same), applicable zoning regulations and taxes for the current and subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

And the First Part hereby covenants with said Second Part that the First Part is lawfully seized of said land in fee simple; that the First Part has good right and lawful authority to sell and convey said land; that the First Part hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

In Witness Whereof, the said First Part has signed and sealed these presents the day and year first above written.

MDC015

Exhibit C

Miami-Dade County Expressway Authority d/b/a Miami-Dade Expressway Authority, a body politic and corporate, a public instrumentality created by the Board of County Commissioner of Miami-Dade County, as amended, acting through its Governing Board

Witness

Witness Printed Name

By: _____
Darlene M. Fernandez, P.E.
Executive Director

Witness

Witness Printed Name

STATE OF FLORIDA

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 **Darlene M. Fernandez, P.E., as Executive Director of Miami-Dade County Expressway Authority d/b/a Miami-Dade Expressway Authority**, a body politic and corporate, a public instrumentality created by the Board of County Commissioner of Miami-Dade County, as amended, acting through its Governing Board, personally known to me, or proven by producing the following identification: _____ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

NOTARY SEAL/STAMP

Notary Signature
Print Name: _____
Notary Public, State of _____
My commission expires: _____
Commission/Serial No. _____



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ 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(A)(1)
3-7-23

RESOLUTION NO. R-150-23

RESOLUTION APPROVING A CONTRACT FOR SALE AND PURCHASE BETWEEN MIAMI-DADE COUNTY, AS BUYER, AND THE MIAMI-DADE EXPRESSWAY AUTHORITY, AS SELLER, OF TWO PARCELS OF VACANT LAND, LOCATED EAST OF MIAMI INTERNATIONAL AIRPORT INCLUDING FOLIO NO. 30-3129-000-0205 LOCATED TO THE NORTHWEST OF NW 37TH AVENUE AND NW 28TH STREET AND FOLIO NO. 30-3129-000-0200 LOCATED AT 3804 NW 28TH STREET IN UNINCORPORATED MIAMI-DADE COUNTY, IN THE AMOUNT OF \$10,157,800.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, AND TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AUTHORIZING THE ACCEPTANCE OF THE PROPERTIES BY QUIT CLAIM DEED, AND AUTHORIZING THE EXPENDITURE OF UP TO \$39,645.86 FOR CLOSING COSTS; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED IN THE PUBLIC RECORDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum and documents, copies of which are incorporated herein by reference,

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

Section 1. This Board incorporates the foregoing recital, and approves the Contract for Sale and Purchase in substantially the form attached to the County Mayor's Memorandum as Exhibit "C" ("Contract") and made a part hereof in the amount of \$10,157,800.00 for Miami-Dade County, the Buyer, to purchase two parcels of vacant land from the Miami-Dade Expressway Authority, the Seller, located east of Miami International Airport in unincorporated Miami-Dade County, including: (1) Folio No. 30-3129-000-0205 located to the

northwest of NW 37th Avenue and NW 28th Street consisting of approximately 146,775 square feet; and (2) Folio No. 30-3129-000-0020 located at 3804 NW 28th Street consisting of approximately 86,742 square feet. This Board further authorizes closing costs not to exceed \$39,645.86 to be funded by Aviation Revenue Bonds, Project No. 2000001655 - Land Acquisition Subprogram, as programmed in the Fiscal Year (FY) 2022-2023 Adopted Budget and Multi-Year Capital Plan.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the Contract, to exercise all provisions contained therein, and to perform all acts necessary to effectuate this transaction.

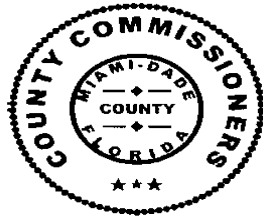
Section 3. This Board approves the acceptance of the conveyance of the Properties by Quit Claim Deed in substantially the form attached to the Contract as Exhibit "C," subject to all necessary due diligence by the County Mayor or County Mayor's designee that no obstacles or impediments exist impacting or preventing this conveyance, as further set forth in the Contract.

Section 4. Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or County Mayor's designee to record the Quit Claim Deed authorized herein 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 30 days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy along with this Resolution.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

APP

Altanese Phenelus