

MEMORANDUM

Agenda Item No. 8(F)(2)

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

DATE: October 3, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a purchase agreement between the Florida Department of Transportation (FDOT) and Miami-Dade County for the conveyance of approximately 551 square feet of County-owned property identified by Folio No. 27-3003-004-0020, located at 8790 NW 103 Street in the City of Hialeah Gardens, required by FDOT for the State Road 25 (Okeechobee) road improvement project, for a total purchase price of \$23,230.00 in lieu of condemnation proceedings, and declaring such property as surplus; authorizing the County Mayor to execute the purchase agreement, to exercise any rights conferred therein, and to take all actions necessary to effectuate same; and authorizing the Chairperson or Vice-Chairperson of the Board to execute a County Deed

Resolution No. R-844-23

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.


Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: October 3, 2023

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

From: Daniella Levine Cava
Mayor 

Subject: Resolution Authorizing the Conveyance of a 551 Square Feet Portion of County-Owned Land to the Florida Department of Transportation for Necessary Road Improvements to SR 25/Okeechobee Road and NW 87 Avenue

Summary

This item is for the authorization to convey 551 square feet of Miami-Dade County (County) owned land from a larger property located at 8790 NW 103 Street, Hialeah Gardens, Folio No.: 27-3003-044-0020 (Property), for \$23,230 to the Florida Department of Transportation (FDOT). This conveyance is necessary for road improvements on SR 25/Okeechobee Road and NW 87 Avenue from east of NW 116 Way to east of NW 87 Avenue. The larger County-owned property contains a total of 26,170 square feet of land improved with a 4,064 square foot building currently operating as Fire Station No. 28 under the jurisdiction of Miami-Dade Fire Rescue (MDFR). The sale of the land to FDOT will not impede MDFR from continuing to operate Fire Station No. 28 on the remainder of the property and will benefit Fire Station No. 28 with improved accessibility, which includes installation of new sidewalks and light poles.

In accordance with Implementing Order 8-4, the Internal Services Department (ISD) conducted the necessary due diligence in response to FDOT's request for the sale and conveyance of the 551 square feet of land on behalf of MDFR and ISD found no issues with the land or title that would preclude its conveyance.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the resolution declaring the Property as surplus and authorizing its conveyance through the execution of a Purchase Agreement (Agreement) between the County and FDOT. It is in the best interest to declare the Property surplus and thus allow FDOT to make major road improvements which will include a re-design and re-construction of SR 25/Okeechobee Road and NW 87 Avenue. The proposed improvements will increase the traffic flow for the surrounding community.

More specifically the Resolution does the following:

- Declares the Property as surplus to the County;
- Authorizes an Agreement (Attachment 1 to the Resolution) between the County and FDOT for the conveyance of the Property, designated by FDOT as Parcel 105 (Exhibit 1), for necessary roadway improvements to SR 25/Okeechobee Road and NW 87 Avenue;
- Authorizes the County Mayor or the County Mayor's designee to execute the Agreement, to exercise any rights conferred in the Agreement and to convey the Property to FDOT for a total compensation of \$23,230 in lieu of condemnation; and
- Authorizes the Chairperson or Vice Chairperson of the Board to execute the County Deed (Attachment 2 to the Resolution) and authorizes the County Mayor or County Mayor's designee to record the instrument of conveyance in the public records of Miami-Dade County.

Scope

The property is located in Commission District 12, which is represented by Commissioner Juan Carlos Bermudez. Written notice of the conveyance was provided to Commissioner Juan Carlos Bermudez.

Fiscal Impact/Funding Source

The County will receive total compensation in the amount of \$23,230 from FDOT which includes \$22,040 for the market value of the land and \$1,190 for improvements. Twenty-five percent of the market value will be deposited in the Affordable Housing Trust Fund, ten percent will be paid to ISD for their administrative fee per the County's Budget Manual and the balance will be distributed to MDFR.

Track Record/Monitoring

Idania Barroso of ISD is responsible for effectuating the conveyance, recordation, and closing of all the documents in conjunction with this item.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Agreement, exercise any rights conferred therein, and take all actions necessary to effectuate the same. Authorizes the Chairperson or Vice Chairperson of the Board to execute a County Deed.

Background

On July 18, 2022, ISD received a request from FDOT to convey 551 square feet of land from a larger County-owned property, located at 8790 NW 103 Street Hialeah Gardens, for the redesign and reconstruction of SR 25/Okeechobee Road and NW 87 Avenue under Project No 423251-4. The larger County-owned property contains a total of 26,170 square feet of land improved with a 4,064 square foot building currently operating as Fire Station No. 28 under the jurisdiction of MDFR.

Chapter 73 of the Florida Statutes grants FDOT the authority to acquire property needed for public transportation purposes through eminent domain proceedings. In compliance with Section 73.0591 Florida Statutes, the County received a Statement of Offer (Exhibit 2) from FDOT offering to pay \$23,230 for the land (identified by FDOT as Parcel 105), in lieu of proceeding with condemnation by eminent domain. The offer was based on the value determined by an Agent's Price Estimate provided by FDOT (Exhibit 3). The offered amount has been reviewed by ISD and MDFR staff who determined that the offer price represents the land's fair market value.

FDOT will incur substantial expenses for the design and construction improvements for SR 25/Okeechobee Road and NW 87 Avenue and will be responsible for the ongoing care, repair and maintenance of the land improvements. Parcel 105 is an integral and important aspect of Project No. 423251-4. The project will benefit the existing entrance and areas along Fire Station No. 28 adjacent to NW 87 Avenue. FDOT will reconstruct and replace the driveway, sidewalk and roadway pavement from the NW 87 Avenue widening. FDOT will also harmonize the impacts from the construction of the sidewalk and the roadway drainage system.

The Property was circulated to all County departments and Board Members to determine whether the County has a present or future need for the property and no need was identified. Upon the completion of the circulation process, the property was then forwarded to the Department of Regulatory and Economic Resources (RER) for its determination of zoning, land use classification, confirmation of buildable status, environmental assessment and verification of connectivity to water and sewer. The findings are as follows:

- Zoning: 6200 Commercial-Arterial
- Land Use: 8647 County - Fire Station 28
- Buildable: The property is buildable for rights-of-way improvements
- Potable water supply & sewer availability: N/A

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
Page 3

The larger parcel will remain buildable and in compliance with all zoning requirements after removal of the 551 square feet.

ISD conducted a title investigation 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. On June 19, 1978, the property was conveyed to the County by the City of Hialeah Gardens for the purpose of constructing and operating a fire station site and incidental purposes with a reverter if the property ceases to be used as a fire station.

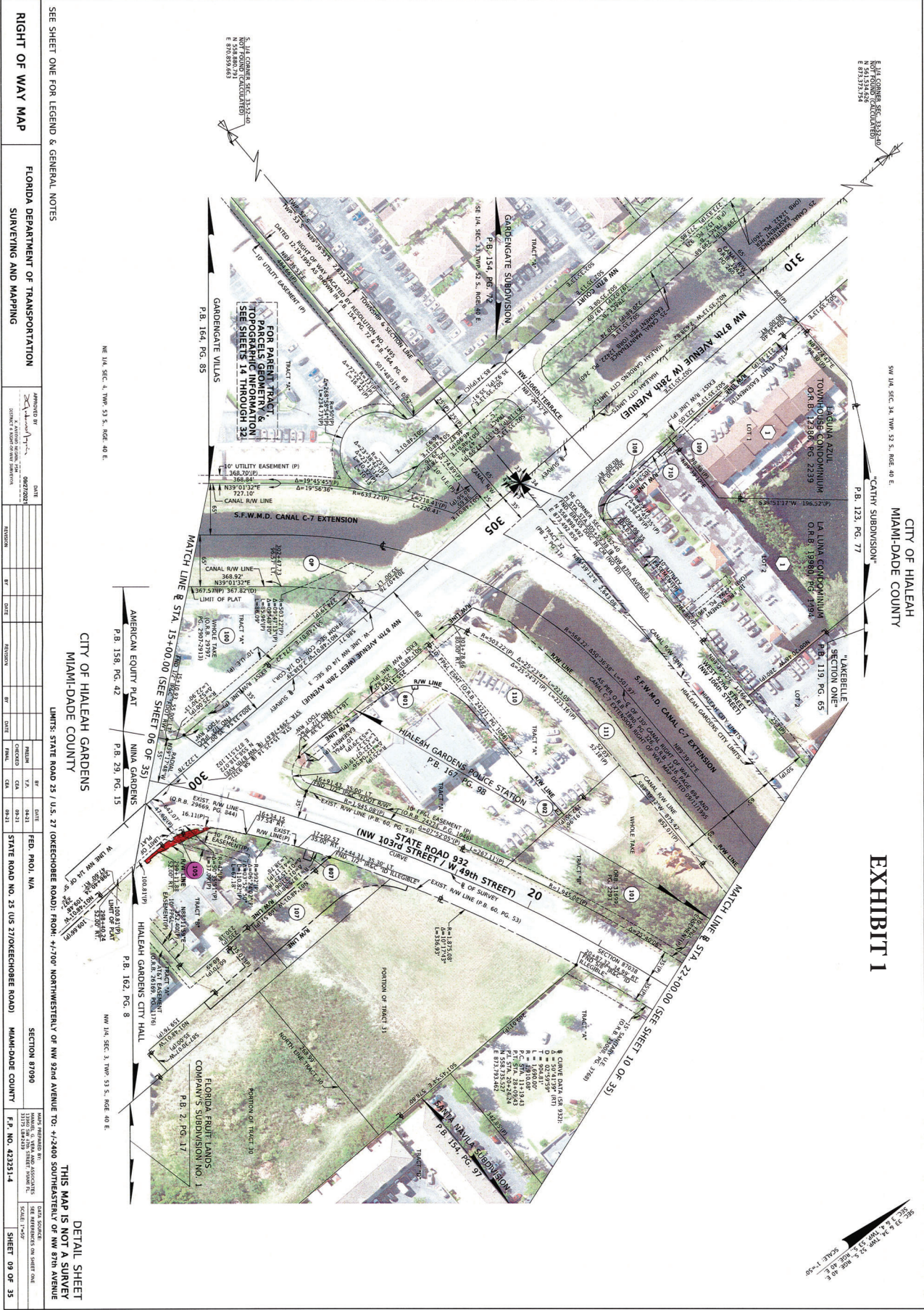
The City of Hialeah Gardens is aware of the project and is supportive of the conveyance to FDOT. The County Deed includes the City of Hialeah Garden's consent and approval authorizing the conveyance.

In adherence with Implementing Order 8-4, ISD staff completed its due diligence requirements and found no issues with the land or title that would preclude its conveyance. Therefore, it is recommended that the County convey the property to FDOT in fee simple for the compensation of \$23,230. The road improvements that will be constructed on the Property will provide a continued benefit to the fire station.

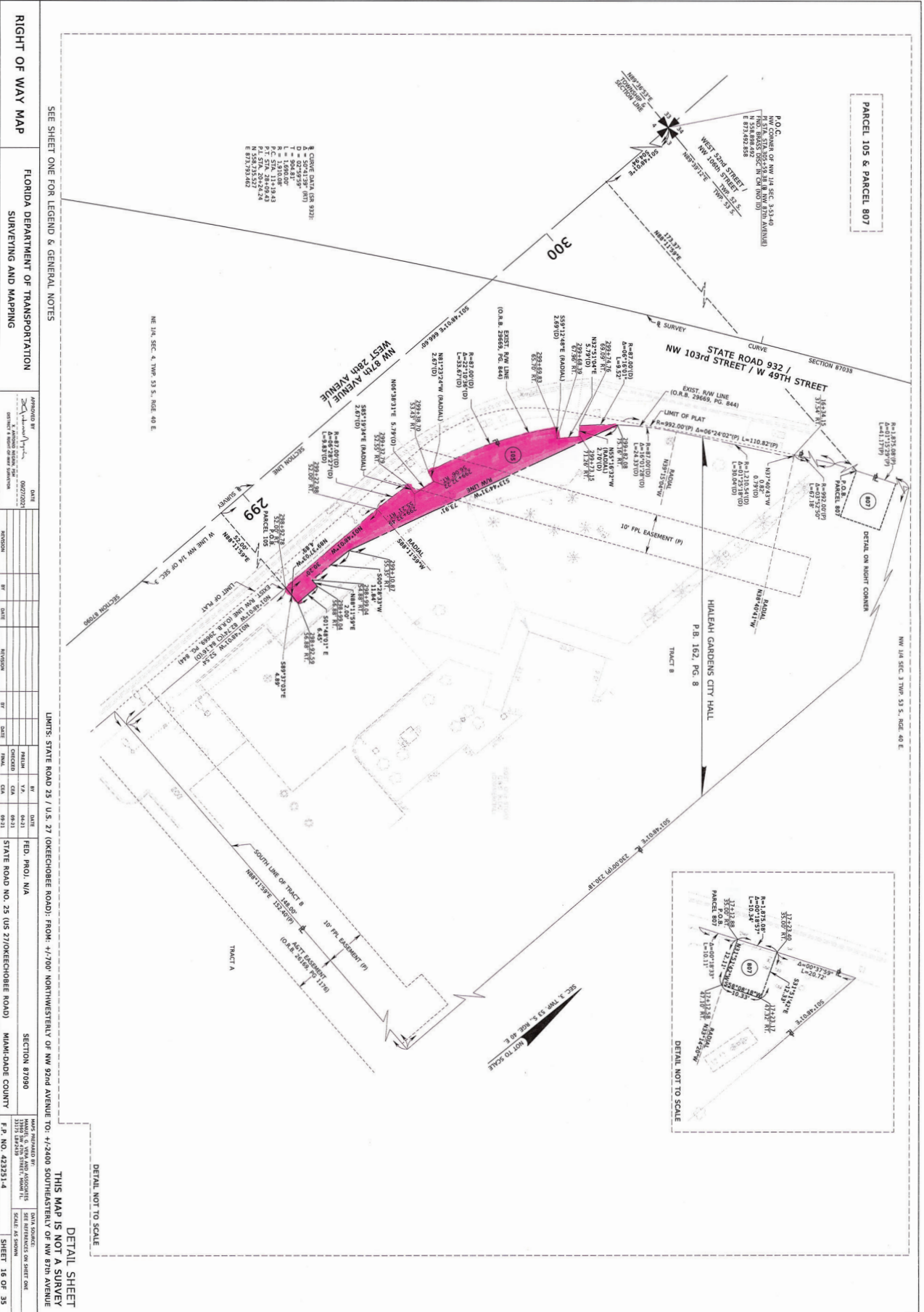
Attachments



Carladenise Edwards
Chief Administrative Officer



RIGHT OF WAY MAP		FLORIDA DEPARTMENT OF TRANSPORTATION		SURVEYING AND MAPPING		APPROVED BY: [Signature]		DATE: 09/27/2021	
						DESIGNED & DRAWN BY: [Signature]		REVISION:	
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATEMENT OF OFFER575-030-08
RIGHT OF WAY
03/17July 18th, 2022Miami-Dade County
(Fire Rescue Dept.)
10001 NW 87th AVE
Hialeah Gardens, FL 33016-1901

ITEM/SEGMENT NO.:	<u>423251-4</u>
DISTRICT:	<u>06</u>
FEDERAL PROJECT NO.:	<u>D621 064 B</u>
STATE ROAD NO.:	<u>25/ US-27/Okeechobee</u>
COUNTY:	<u>Miami-Dade</u>
PARCEL NO.:	<u>105</u>

Dear Property Owner(s):

As you are probably aware, the State of Florida Department of Transportation is in the process of acquiring the needed right of way for the above referenced facility. A determination has been made that either a part or all of your property will be needed. A search of the Public Records of the County in which this property is situated has been made and it was determined that property is owned by you.

The interest being acquired in your property is: Fee Simple

In addition, the following list will identify the buildings, structures, fixtures, and other improvements which are considered to be a part of the real property acquired, or personal property being acquired, if any: Improved with sod and concrete sidewalk.

The following items were excluded: N/A

You are further advised that the Department's offer of just compensation for the property required for the construction of this facility is based on the Fair Market Value of the property and that the Department's offer to you is not less than the approved appraised value of the property.

The following represents a summary of the Department's offer to you and the basis therefore:

Land	\$ <u>22,040.00</u>
Improvements	\$ <u>1,190.00</u>
Real Estate Damages	\$ <u>0.00</u>
Total	\$ <u>23,230.00</u>

This Statement of Offer is not a contract; if you agree to accept this offer, you will be required to sign a purchase agreement. Any additional information you may require can be obtained through the Department's Representative that contacted you. If that representative is not readily available, please contact:

Rosa Rigau, Acquisition Administrator

at (305) 470-5252

Sincerely,

By: 

Heather Branca,

District Right of Way Manager

By: Quivenia S. Lee, SR Right of Way Agent/Consultant

(305) 470-5129

Certified Mail # 9171-9690-0935-0060-9904-78

Delivered By

Quivenia S. Lee

Type or Print Name

Date

Certified Mail #9171-9690-0935-0060-9904-78

Receipt Acknowledged By

Type or Print Name

Date

**Florida Department of Transportation**RON DESANTIS
GOVERNOR1000 NW 111th Avenue
Miami, FL 33172-5800JARED W. PERDUE, P.E.
SECRETARY**MEMORANDUM**

DATE: July 11th, 2022
TO: Heather Branca, District Right of Way Manager
FROM: Quivenia Lee, Sr. Right of Way Agent - Consultant 
CC: Tania E. Shagoury, Rosa Rigau, Marta Flores

SUBJECT: AGENT'S PRICE ESTIMATE

Item/Segment No:	423251-4
F.A.P. No:	D621 064 B
State Rd. No:	25/ US-27/Okeechobee
County:	Miami-Dade
Parcel No:	105
Folio No:	27-3003-044-0020
Property Address:	8790 NW 103 ST, Hialeah Gardens, FL 33016

This is a memorandum according to the Right of Way Procedures Manual, Section 7.2.2: **Agent's Price Estimate**. *"At the discretion of the District Right of Way Manager, a Department Right of Way Agent may prepare an Agent's Price Estimate for noncomplex parcels having a value not to exceed \$25,000 as set forth in Section 6.1, Appraisal and Appraisal Review."*

Given the provisions outlined in this procedure, I have investigated the relevant data surrounding Parcel 105 including review of Right of Way Map provided by FDOT Right of Way Engineering. I have also conducted a physical inspection of the property and have concluded that the value would not exceed \$25,000.

The fee simple area is an irregular shaped parcel containing sod, minor landscaping and irrigation. Besides the previously mentioned, there are no other improvements in this easement area.

The property is located in the Southeast quadrant of SR-932/NW 103rd ST and NW 87th AVE at address 8790 NW 103 ST, Hialeah Gardens, FL 33016. This fee simple parcel is on an improved tract of land and the Folio number is 27-3003-044-0020. The fee simple area measures a total of 551 square feet, more or less, as described in the attached legal description. Parcel 105 is zoned 6200 Commercial-Arterial as per Miami-Dade County property appraiser.

Parcel 105 is for the purpose of widening NW 87th AVE, installing new sidewalk and new light poles. It is valued at 100% fee simple. A search of the market data yielded several comparable land sales which were provided by the Florida Department of Transportation's Appraisal Department. These sales have similar characteristics to the subject and have a range of value between \$30.93 and \$44.20 per square foot. Based on this information a land unit rate of \$40.00 per square foot was concluded. In addition, a unit value of \$1.25/SF for sod and minor landscaping, and \$500 for irrigation (as determined by the Florida Department of Transportation's Appraisal Department) has been added to this parcel. Therefore, based on the above observations I have prepared an Agent's Price Estimate for Parcel 105 as follows:

Land:	551 SF x \$40.00	= \$22,040.00
Sod and minor landscaping:	551 SF x \$1.25	= \$ 690.00 (rounded)
Irrigation:	Flat Rate	= \$ 500.00
Total:		\$23,230.00

Therefore, the recommended compensation for **Parcel 105 is \$23,230.00**

Agent's Price Estimate Authorized for Negotiation

DocuSigned by:

 1182E815DC3D465...

7/11/2022 | 2:09 PM EDT

Heather Branca, District Right of Way Manager

Date

Please note that this is not intended to be an appraisal and should not be used as such.

ATTACHMENTS:

Summary of Land Sales and Sales Comparable(s)
 Property Appraiser Summary Report for Parcel 105
 Legal Description
 ROW Map/Sketch
 Property Photo(s)

SUMMARY OF LAND SALES

No.	Location	Land Size (Sq.Ft.) (Acres)		Zoning	Sale Date	Sales Price	Price/ Sq.Ft.	FOLIO #
1	9185 N.W. 96th Street Medley, FL	44,867	1.03	M-1	Apr-20	\$1,500,000	\$33.43	22-3004-001-0125
2	13391 W. Okeechobee Road Hialeah Gardens, FL	159,865	3.67	B-3	Sep-20	\$5,050,000	\$31.59	27-2030-014-0140
3	7800 N.W. 34th Street Doral, FL	182,937	4.20	I-1	Sep-20	\$6,500,000	\$35.53	35-3027-007-0034 & 35-3027-007-0036
4	10791 N.W. South River Drive Medley, FL	13,801	0.32	M-1	Mar-21	\$530,000	\$38.40	22-2033-001-0413
5	SS N.W. 134th St/E of 107th Avenue, Hialeah Gardens, FL	43,647	1.00	B-3	Apr-21	\$1,350,000	\$30.93	27-2029-020-0020
6	9800 N.W. 116th Way Medley, FL	96,747	2.22	M-1	May-21	\$3,100,000	\$32.04	22-2032-004-0240
7	12120 NW 97nd Avenue Hialeah Gardens, FL	32,000	0.73	B-3	Jun-21	\$1,250,000	\$39.06	27-2032-003-0030
8	12710 N.W. South River Drive Medley, FL	83,593	1.92	M-1	Aug-21	\$2,800,000	\$33.50	22-2029-001-0570 & 22-2029-007-0590
9	9950 N.W. South River Drive Medley, FL	200,891	4.61	M-1	Nov-21	\$7,325,000	\$36.46	22-3003-001-0340
10	9501 N.W. 106th Street Medley, FL	321,731	7.39	M-1	Nov-21	\$13,280,200	\$41.28	22-2033-001-0480 & 22-2033-001-0501
11	7400 N.W. 79th Avenue Medley, FL	517,667	11.88	M-1	Nov-21	\$21,800,000	\$42.11	22-3010-002-0010
12	10188 N.W. 138th Street Hialeah Gardens, FL	70,132	1.61	B-1	Jan-22	\$3,100,000	\$44.20	27-2029-001-0172



MEMORANDUM

(Revised)

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

DATE: October 3, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ 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)(2)
10-3-23

RESOLUTION NO. _____ R-844-23

RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND MIAMI-DADE COUNTY FOR THE CONVEYANCE OF APPROXIMATELY 551 SQUARE FEET OF COUNTY-OWNED PROPERTY IDENTIFIED BY FOLIO NO. 27-3003-004-0020, LOCATED AT 8790 NW 103 STREET IN THE CITY OF HIALEAH GARDENS, REQUIRED BY FDOT FOR THE STATE ROAD 25 (OKEECHOBEE) ROAD IMPROVEMENT PROJECT, FOR A TOTAL PURCHASE PRICE OF \$23,230.00 IN LIEU OF CONDEMNATION PROCEEDINGS, AND DECLARING SUCH PROPERTY AS SURPLUS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE PURCHASE AGREEMENT, TO EXERCISE ANY RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; AND AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO EXECUTE A COUNTY DEED

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

WHEREAS, on August 1, 2023, the Board of the City of Hialeah Gardens (City) adopted Resolution No. 2864 approving the release of the restriction set forth in the deed by which the County acquired the fire station property, and confirming that no reverter has been triggered by the conveyance of the subject property to FDOT,

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

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

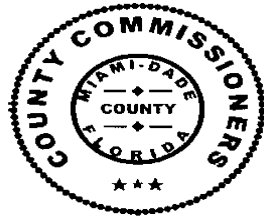
Section 2. This Board hereby (i) approves the Purchase Agreement in the amount of \$23,230.00 attached hereto and incorporated herein as “Attachment 1” in lieu of condemnation and declares the property described therein as surplus; (ii) authorizes the County Mayor or County Mayor’s designee to execute the Purchase Agreement in substantially the form attached hereto, to exercise any rights conferred therein, and to take all actions necessary to effectuate same; and (iii) authorizes the Chairperson or Vice-Chairperson of this Board to execute the County Deed in substantially the form attached hereto and incorporated herein as “Attachment 2,” which shall include execution by the City evidencing such approval.

Section 3. Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or County Mayor’s designee to record the County Deed 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 of the County Deed together with this resolution.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** 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 3rd day of October, 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

PURCHASE AGREEMENT

ITEM SEGMENT NO.: 423254-4
DISTRICT: 06
FEDERAL PROJECT NO.: D621 064B
STATE ROAD NO.: 25/ US-27/Okeechobee
COUNTY: Miami-Dade
PARCEL NO.: 105

Seller: MIAMI-DADE COUNTY, a political subdivision of the State of Florida
Miami-Dade Fire and Rescue

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property:

(a) **Estate Being Purchased:** ☒ Fee Simple ☐ Permanent Easement ☐ Temporary Easement ☐ Leasehold

(b) **Real Property Described As:** Parcel 105; FM #423251-4, containing 551 SF, more or less, as further defined in the legal description of the County Deed.

(c) **Personal Property:** N/A

(d) **Outdoor Advertising Structure(s) Permit Number(s):** N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others: N/A

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) **Real Property**

Land	1. \$	<u>22,040.00</u>
Improvements	2. \$	<u>1,190.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3. \$	<u>0.00</u>

Total Real Property 4. \$ 23,230.00

(b) **Total Personal Property** 5. \$ 0.00

(c) **Fees and Costs**

Attorney Fees	6. \$	<u>0.00</u>
Appraiser Fees	7. \$	<u>0.00</u>

N/A

N/A

<u>N/A</u> Fee(s)	8. \$	<u>0.00</u>
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Total Fees and Costs 9. \$ 0.00

(d) **Total Business Damages** 10. \$ 0.00

(e) **Total of Other Costs** 11. \$ 0.00

List: N/A

N/A

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 23,230.00

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ 23,230.00

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or N/A \$ 0.00

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: Buyer and Seller agree all fees, costs and business damages, if any, are included in this purchase agreement. The closing of the transaction is subject to Seller clearing all encumbrances or interests affecting the property, recorded or unrecorded, including but not limited to: Quitclaim Deeds, mortgages, leasehold interests, easements, and interest of any parties with the right of occupancy in the parcel, unless same are acceptable to Buyer.
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- ☒ There is an addendum to this agreement. Page 5 is made a part of this agreement.
- ☐ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Buyer

State of Florida Department of Transportation

BY: _____
Signature Date

Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this ____ day of _____, ____.

BY: _____
Signature Type or Print Name and Title

Legal Review: _____
Date

Type or Print Name and Title

ADDITIONAL SIGNATURES

SELLER(S):

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

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**ADDENDUM
TO PURCHASE AGREEMENT
BETWEEN
MIAMI-DADE COUNTY, AS SELLER
AND
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, AS BUYER**

Date: _____, 2023

Property: 551 SF of Parcel 105, 8790 NW 103 Street, Miami-Dade County (the "Property")

The following terms and provisions shall be made a part of the above-described Purchase Agreement (the "Agreement") entered into by Buyer and Seller under the threat of condemnation.

1. Paragraph III (a) is not applicable to this sale and is therefore deleted.
2. Paragraph III (b) is deleted.
3. Paragraph III (f) of the Purchase Agreement is not applicable to this sale and is therefore deleted.
4. Paragraph III (g) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) as provided in Florida Statue 125.411.
5. Paragraph III (h) This Agreement establishes the full compensation for the purchase of Parcel 105, and further constitutes full and final settlement of all claims and damages of any nature, including but not limited to, all costs and fees, arising from Buyer's acquisition Parcel 105.

Additionally, Paragraph III (h)(ii) is amended as follows: Buyer shall not be obligated to close this transaction if there are encumbrances or interests affecting the property, recorded or unrecorded, including but not limited to mortgages, leasehold interests, and easements, that are unacceptable to Buyer.

6. Paragraph III (j) of the Purchase Agreement is not applicable to this sale and is therefore deleted.
7. This Agreement, and the Addendum, shall not be recorded in the public records of Miami-Dade County, Florida.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first above written.

WITNESS:

BUYER:

**STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION**

By: _____

Name: _____

Title: _____

WITNESS:

SELLER:

MIAMI-DADE COUNTY

By: _____

Name: _____

Title: _____

Approved as to Legal Sufficiency: _____

Debra Herman, Assistant County Attorney

Instrument prepared by:
Miami-Dade County Internal Services Department
Real Estate Development Division
111 NW 1 Street, Suite 2460
Miami, Florida 33128-1907

ATTACHMENT 2

Folio No. A portion of 27-3003-044-0020

COUNTY DEED

THIS DEED, made this day of , 2023 A. D. by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 NW 1 Street, Suite 17-202, Miami, Florida 33128-1963, and STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, party of the second part, whose address is 1000 N.W. 111TH Avenue, Miami, Florida 33172.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of \$1.00 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following legally described land lying and being in Miami-Dade County, Florida:

PARCEL 105

FIN. No. 423251-4

A portion of Tract B, HIALEAH GARDENS CITY HALL, according to the plat thereof as recorded in Plat Book 162 at Page 8 of the Public Records of Miami-Dade County, Florida, lying in the Northwest (NW) $\frac{1}{4}$ of Section 3, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Northwest (NW) $\frac{1}{4}$ of Section 3; Thence South $01^{\circ}48'01''$ East along the West line of said Northwest (NW) $\frac{1}{4}$ of Section 3 for a distance of 666.60 feet; Thence North $88^{\circ}11'59''$ East at Right angles from the previously described line for a distance of 52.00 feet to the point of intersection with the Existing Easterly Right-of-Way line of NW 87th Avenue / West 28th Avenue as described in Official Records Book 29669 at Page 844 of the Public Records of Miami-Dade County, Florida, said point also being the POINT OF BEGINNING of the hereinafter described parcel; Thence North $01^{\circ}48'01''$ West along said Existing Easterly Right-of-Way line of NW 87th Avenue / West 28th Avenue for a distance of 30.20 feet to the point of curvature of a circular curve concave to the Southeast and to the point of intersection with the Existing Southeasterly Right-of-Way line of State Road 932 / NW 103rd Street / West 49th Street as described in said Official Records Book 29669 at Page 844; Thence along said Existing Southeasterly Right-of-Way line of State Road 932 / NW 103rd Street / West 49th Street for the following described nine (9) courses; (1) Thence Northeasterly along the arc of said curve to the Right, having a radius of 87.00 feet and a central angle of $06^{\circ}28'27''$ for an arc distance of 9.83 feet to the point of non-tangency; (2) Thence South $85^{\circ}19'34''$ East radial to the previous described curve for a distance 2.67 feet; (3) Thence North $06^{\circ}38'31''$ East for a

distance of 5.79 feet; (4) Thence North 81°23'24" West for a distance of 2.67 feet to a point on a non-tangent circular curve concave to the Southeast, said point bears North 81°23'24" West from the center of said curve; (5) Thence Northeasterly along the arc of said curve to the Right, having a radius of 87.00 feet and a central angle of 22°10'36" for an arc distance of 33.67 feet to the point of non-tangency; (6) Thence South 59°12'48" East radial to the previous described curve for a distance of 2.69 feet; (7) Thence North 32°51'04" East for a distance of 5.79 feet; (8) Thence North 55°16'32" West for a distance of 2.70 feet to a point on a non-tangent circular curve concave to the Southeast, said point bears North 55°16'32" West from the center of said curve; (9) Thence Northeasterly along the arc of said curve to the Right, having a radius of 87.00 feet and a central angle of 06°16'01" for an arc distance of 9.52 feet; Thence South 13°44'31" West for a distance of 73.91 feet; Thence South 00°28'33" West for a distance of 11.84 feet; Thence North 88°11'59" East for a distance of 2.00 feet; Thence South 01°48'01" East for a distance of 6.45 feet; Thence North 89°37'03" West for a distance of 4.89 feet to the POINT OF BEGINNING.

Containing 551 square feet more or less.

This grant conveys only the interest of Miami-Dade 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 state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice Chairperson of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

LUIS G. MONTALDO, CLERK AD INTERIM

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

By: _____
Deputy Clerk

By: _____
Chairman or Vice Chairman

Approved for legal sufficiency. _____
Assistant County Attorney

The foregoing conveyance is approved by the City of Hialeah Gardens by _____, City Mayor, who has full authority to approve same, and the City hereby acknowledges that: (1) the property which is subject of this deed is removed from the restrictions set forth in the deed recorded in the public records at Official Records Book 10357, Page 2632 (the "Initial County Deed"); and (2) that no reverter of the property set forth in the Initial County Deed has been triggered by the foregoing conveyance.

(OFFICIAL SEAL)

ATTEST:

City of Hialeah Gardens

Maria L. Joffe, CITY CLERK

By: _____
City Clerk

By: _____
Yioset De La Cruz, City Mayor

Approved as to form:

City Attorney

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