

MEMORANDUM

Agenda Item No. 14(A)(2)

TO: Honorable Chairman Anthony Rodríguez
and Members, Board of County Commissioners

DATE: December 3, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Contract for Sale and Purchase between Northwest Baptist Church, Inc, as Seller, and Miami-Dade County, as Buyer, for an approximately 93,375 square foot property located at NW 135 Street and US Highway 441, unincorporated Miami-Dade County, Florida, in the amount of \$2,300,000.00 and authorizing the expenditure of up to \$30,000.00 for closing costs, funded from Fire District Funds No. SF010; authorizing the County Mayor to execute the Contract for Sale and Purchase, exercise any and all rights conferred therein, take all other actions necessary to effectuate said purchase and accept conveyance of property by Warranty Deed; and directing the County Mayor to record such deed, and waiving a certain provision of Administrative Order 8-1

Resolution No. R-1039-24

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


Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum



Date: December 3, 2024

To: Honorable Chairman Anthony Rodríguez
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Authorizing the Execution of a Contract for Sale and Purchase of Three Parcels of Land located at NW 135 Street and US Highway 441, Miami, Florida, for the Purpose of Constructing a Fire Station
Folio Nos.:30-2123-000-0160, a Portion of 30-2123-016-0170, and a Portion of 30-2123-016-0240

Executive Summary

This item seeks approval for the purchase of three vacant parcels of land located at NW 135 Street and US Highway 441 (Property) in the amount of \$2,300,000.00, for Miami-Dade Fire Rescue (MDFR). The Property will be used for the construction and relocation of the North Miami West Fire-Rescue Station No.19, to meet the needs of the residents in the surrounding area as well as new standards for fire service. Currently, Fire-Rescue Station No. 19 is located at 650 NW 131 Street, Miami, Florida 33168, and was built in 1963 and houses a rescue and suppression apparatus. Though the station has undergone renovations throughout the years, it does not meet MDFR's current building and operational standards. The purchase of this Property, which totals approximately 93,375 square feet, allows Miami-Dade County (County) to construct a new fire station, which conforms to present and future fire rescue standards. The proposed acquisition of these parcels is a strategic investment for the County that addresses critical infrastructure and community needs by enabling the construction of a more comprehensive fire station, enhancing response times and ensuring the safety and well-being of the surrounding community. Acquiring the property at a negotiated price below market value represents fiscal prudence, allowing the County to secure a prime location for public use and increasing the capacity of Fire-Rescue Station No. 19 is in the best interests of the County.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving the terms and authorizing the execution of a Contract for Purchase and Sale for the Property, containing 93,375 square feet (2.14 acres) between the County, and Northwest Baptist Church, Inc. (Seller). The resolution does the following:

- Authorizes the acquisition of the Property consisting of 93,375 square feet located at NW 135 Street and US Highway 441, Miami, Florida (Folio Nos. 30-2123-000-0160, a Portion of 30-2123-016-0170, and a Portion of 30-2123-016-0240), as shown in Attachment 1 for the purpose of constructing a fire station (North Miami West Fire Station No. 19);
- Authorizes the County Mayor or County Mayor's designee to execute a Contract for Sale and Purchase (Contract) in the amount of \$2,300,000.00 (Attachment 2); and
- Authorizes the County Mayor or County Mayor's designee to accept the conveyance by General Warranty Deed (Exhibit B to Attachment 2) to record the instrument of conveyance in the public records of the County and to exercise any and all other rights set forth in the Contract.

Scope

The Property is located in Commission District 2, which is represented by Commissioner Marleine Bastien. A written notice of the Contract was provided to the District Commissioner.

Fiscal Impact/Funding Source

The estimated total cost of the purchase is \$2,330,000.00 which includes \$2,300,000.00 for the acquisition of the Property and up to \$30,000.00 for closing costs. The acquisition and closing costs will be funded from Fire District Fund No. SF010. The proposed fire station will accommodate all essential amenities to operate a fire station, including exterior improvements, such as staff and visitor parking, driveways, security fencing, trash disposal area, and landscaping. The estimated total construction cost, inclusive of architectural and engineering, permitting, and construction is \$10,275,000.00, which will be funded through future financing.

Track Record/Monitor

Idania Barroso of the Internal Services Department (ISD) is responsible for the closing of the Property, monitoring of the Contract, and the recordation of the documents associated with the acquisition. Katrina Mirazo of MDFR will be managing and monitoring the development of the fire station.

Delegation of Authority

This item authorizes the County Mayor or County Mayor's designee to execute the attached Contract and to exercise any and all other rights conferred therein. This item further authorizes the County Mayor or County Mayor's designee to take all other actions necessary to effectuate the purchase of the Property and accept conveyance of the Property by General Warranty Deed substantially in the form attached to the Contract as Exhibit B to Attachment 2.

Background

MDFR has been actively searching for a parcel of land in the vicinity of present-day Fire-Rescue Station No. 19 to relocate and construct a new fire station to serve the fire and medical needs of the community. Fire-Rescue Station No. 19 is located in the West North Miami community between NW 127 Street and NW 135 Street and west of Interstate-95. The search for an adequate site has proven challenging due to the lack of vacant parcels. Although Fire-Rescue Station No. 19 is providing adequate fire and medical service, MDFR requires additional land to establish a parcel large enough to relocate the fire station so that the building and operations conform to present and future services and community needs.

In an effort to meet the service demands of a growing population, MDFR requires a facility capable of accommodating three emergency vehicles; including a medical rescue vehicle and a fire suppression truck. The construction will also include adequate living quarters for seventeen (17) on duty personnel and adhere to the health and safety of emergency staff. Specific features that will be incorporated into the new fire station include adequate vehicle exhaust ventilation systems, as well as ventilated bunker gear storage areas. MDFR intends to add energy retrofits to utilize alternative fuels and alternative power sources to reduce reliability on FPL and increase the resiliency of the fire station.

The search for property to provide additional land area was challenging due to the lack of property owners willing to sell. Property inquiry letters were mailed to property owners within the West North Miami area seeking to confirm if they would be interested in selling their respective property to the County. Northwest Baptist Church, Inc. responded to MDFR's inquiry and an agreement was reached with the owner of the Property. The purchase of the Property will provide MDFR with 2.14 acres (93,375 square feet) of land, which will offer a site large enough to construct the new fire station.

ISD performed the due diligence pertaining to the acquisition of the Property, consistent with standard practice, including but not limited to appraisals, engagement with County departments, property inspections, zoning reviews, environmental studies, and title searches.

The environmental due diligence including Phase I and Phase II has been completed, for which a “No Further Action Letter with Conditions” was issued by the Miami-Dade Department of Regulatory and Economic Resources (RER), on April 12, 2024. Construction/redevelopment may proceed prior to RER’s Department of Environmental Resources Management’s (DERM) issuance of the final approval, provided MDRF enters into a restrictive covenant with RER-DERM after the purchase of the Property.

In accordance with the requirements in Section 125.355, Florida Statutes, two independent appraisals were procured by ISD to determine the fair market value of the Property, by Edward N. Parker, MAI and Anthony M. Graziano, MAI. Mr. Parker valued the Property at \$1,765,000.00 as of April 22, 2023, and Mr. Graziano valued the Property at \$4,100,000.00 as of April 18, 2023. Due to the significant difference in value, an appraisal review was requested, which noted the reason for the discrepancy was the lower appraisal had not taken into consideration that the Property was rezoned through Resolution No. Z22-025 for a district boundary change from residential to urban center which increased the allowable density. The appraisers updated their reports, and Mr. Parker estimated the fair market value at \$4,300,000.00 as of May 2024, and Mr. Graziano estimated the fair market value at \$5,440,000.00 as of June 2024, with an average of \$4,840,000.00. The negotiated purchase price of \$2,300,000.00 is below the average of the two “as is” market value appraisals.

The findings of all due diligence concluded that the Property is suitable for its intended purpose and meets the County’s standards. MDRF has confirmed consistency with all required planning and zoning issues. In compliance with Section 33-303 of the Code of Miami-Dade County, MDRF began the Governmental Facility (GF) Hearing process on January 21, 2024, which is currently under review pursuant to GF Application number G2024000001. However, since the GF hearing has not yet been completed, in light of the extended period of negotiation, the below market purchase price, and the fact that the property is located in unincorporated Miami-Dade County, it is recommended that Administrative Order 8-1 be waived which requires approval of the proposed County use prior to purchase.

Northwest Baptist Church, Inc. is a Florida not for profit corporation, which is comprised of a registered agent and four officers listed as follows:

Mr. Perry W. Hodges, JR., P.A., as the Registered Agent
Mr. Rudolph McGlashan as the Chairman, Deacon of the Board
Mr. John Williams, as the Treasurer
Mr. David Heraux, as the Secretary Deacon
Mr. Jean F. Renazile, as the Vice President Deacon

Attachments



Carladenise Edwards
Chief Administrative Officer



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 06/10/2024

PROPERTY INFORMATION	
Folio	30-2123-000-0160
Property Address	715 NW 135 ST MIAMI, FL 33168-2259
Owner	NORTHWEST BAPTIST CHURCH INC
Mailing Address	951 NW 136 ST MIAMI, FL 33168-6728
Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	2865 PARKING LOT/MOBILE HOME PARK : PARKING LOT
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	20,250 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	\$212,625	\$192,375	\$171,720
Building Value	\$0	\$0	\$0
Extra Feature Value	\$12,870	\$12,870	\$12,870
Market Value	\$225,495	\$205,245	\$184,590
Assessed Value	\$135,443	\$123,130	\$111,937

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	\$90,052	\$82,115	\$72,653
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

SHORT LEGAL DESCRIPTION	
23 52 41 .47 AC M/L	
BEG AT A PT 200FT W OF SE COR OF	
SE1/4 N175FT W150FT S175FT E150FT	
TO POB LESS S40FT FOR ST	
LOT SIZE 20250 SQUARE FEET	



TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$135,443	\$123,130	\$111,937
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$225,495	\$205,245	\$184,590
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$135,443	\$123,130	\$111,937

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
01/01/2000	\$65,000	18952-0975	Sales which are qualified

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OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 06/10/2024

PROPERTY INFORMATION	
Folio	30-2123-016-0170
Property Address	735 NW 136 ST MIAMI, FL 33168-2924
Owner	NORTHWEST BAPTIST CHURCH
Mailing Address	951 NW 136 ST MIAMI, FL 33168-6728
Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
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	40,500 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	\$362,623	\$373,711	\$328,566
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$362,623	\$373,711	\$328,566
Assessed Value	\$168,549	\$153,227	\$139,298

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	\$194,074	\$220,484	\$189,268
Religious	Exemption	\$168,549	\$153,227	\$139,298

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

SHORT LEGAL DESCRIPTION	
TROPICAL FARMS	
PB 42-86	
LOTS 24 THRU 27 BLK 1	
LOT SIZE 300.000 X 135	
OR 16827-2722 0695 1	



TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
COUNTY			
Exemption Value	\$168,549	\$153,227	\$139,298
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$362,623	\$373,711	\$328,566
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$168,549	\$153,227	\$139,298
Taxable Value	\$0	\$0	\$0

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
06/01/1995	\$60,000	16827-2722	Sales which are qualified
07/01/1992	\$0	15610-0047	Sales which are disqualified as a result of examination of the deed
04/01/1991	\$0	15025-3026	Sales which are disqualified as a result of examination of the deed
12/01/1987	\$63,000	13516-110	Sales which are qualified

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OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 06/10/2024

PROPERTY INFORMATION	
Folio	30-2123-016-0240
Property Address	13501 NW 10 AVE MIAMI, FL 33168-6719
Owner	NORTHWEST BAPTIST CHURCH
Mailing Address	951 NW 136 ST MIAMI, FL 33168-6728
Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	7144 RELIGIOUS - EXEMPT : RELIGIOUS
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	25,980 Sq.Ft
Living Area	25,980 Sq.Ft
Adjusted Area	25,822 Sq.Ft
Lot Size	132,838 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	\$1,261,961	\$1,261,961	\$1,126,466
Building Value	\$2,145,408	\$1,825,039	\$1,621,767
Extra Feature Value	\$79,605	\$80,161	\$80,717
Market Value	\$3,486,974	\$3,167,161	\$2,828,950
Assessed Value	\$3,423,029	\$3,111,845	\$2,828,950

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	\$63,945	\$55,316	
Religious	Exemption	\$3,423,029	\$3,111,845	\$2,828,950
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

SHORT LEGAL DESCRIPTION	
TROPICAL FARMS	
PB 42-86	
LOTS 3 THRU 14 BLK 2	
LOT SIZE 132838 SQ FT	



TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
COUNTY			
Exemption Value	\$3,423,029	\$3,111,845	\$2,828,950
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$3,486,974	\$3,167,161	\$2,828,950
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$3,423,029	\$3,111,845	\$2,828,950
Taxable Value	\$0	\$0	\$0

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description

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CONTRACT FOR SALE AND PURCHASE

Project: Fire Station 19-Northwest Baptist Church, Inc.

Folio Nos.: 30-2123-000-0160, a Portion of 30-2123-016-0170, a Portion of 30-2123-016-0240

This Contract for Sale and Purchase ("Contract") is entered into as of the _____ day of _____, 2024 (the "Effective Date") by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and successors in interest ("Buyer"), whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and NORTHWEST BAPTIST CHURCH, INC, a Florida not for profit corporation, ("Seller") whose address is 951 NW 136 Street, North Miami, Florida 33168. Buyer and Seller are sometimes individually referred to, as a "Party," or collectively as the "Parties."

In consideration of the mutual covenants contained in this Contract, the Buyer and Seller agree as follows:

1. REAL PROPERTY. Seller agrees to sell to Buyer, and its successors in interest, and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in Exhibit "A," together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real property, if any and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the Real Property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Real Property, if any (collectively, the "Real Property").

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the Real Property of \$2,300,000.00 (Two Million Three Hundred Thousand Dollars and No Cents) ("Purchase Price"), by County check or wire transfer of U.S. funds. The Purchase Price to be paid at Closing shall be subject to other adjustments and prorations provided for in this Contract and will be paid at Closing as specified in Article 12.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Real Property and agrees to convey good, marketable and insurable title by General Warranty Deed, free and clear of all liens, encumbrances, or other interests, in substantially the form of Exhibit "B" ("General Warranty Deed"). Notwithstanding the foregoing, if Seller is unable, at Closing, to convey to the Buyer such title as stated in this Section, the Buyer's sole remedy shall be to terminate this Contract.

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of Closing and any delinquent taxes in escrow with the Miami-Dade County Tax

Collector. If the Seller has prepaid taxes for the year of Closing, Seller shall receive a credit from Buyer at Closing in the prorated amount due for the period of Buyer's ownership of the Real Property.

5. TITLE INSURANCE. Buyer may, at its expense, within five (5) Business Days of the Effective Date of this Contract, obtain a marketable title insurance commitment from a title company of Buyer's choice (the "Title Company") and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Real Property in the Seller's name. Buyer shall have ten (10) Business Days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. If the title search shows title to the Real Property to be unmarketable and uninsurable as provided in this Contract and reported to Seller within the required ten (10) Business Days from receipt of the title commitment, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects. The Seller agrees to use reasonable diligence to cure said defects. If Seller is unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to Buyer, 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 may, at Buyer's expense, obtain an owner's marketable title insurance policy ("ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the Purchase Price. In addition, the policy shall insure title to the Real Property for the period between Closing and recording of the General Warranty Deed. In connection with this Contract, Seller agrees to provide all affidavits and other documents as required by the title insurer.

6. INSPECTION PERIOD.

6.1 Buyer shall have the right during that period of time commencing on the Effective Date and continuing through and until 11:59 p.m. Eastern Standard Time on the date that is ten (10) days after the Effective Date within which to inspect the Real Property ("Inspection Period"), including, without limitation, conducting any feasibility, marketing or other studies, and any physical testing and any other inspections Buyer deems to be necessary or desirable, and reviewing any building and use restrictions, zoning, other governmental approvals, and any other matters Buyer deems necessary or desirable to determine whether, in Buyer's sole and subjective judgment, the Real Property is suitable to Buyer. Buyer shall have the right, together with its employees, representatives, agents and vendors to enter upon the Real Property to conduct any and all such inspections, tests and investigations of the Real Property as Buyer may elect in its sole discretion.

Should any such inspections show defects to the Real Property, which Buyer is unable or unwilling to accept, Buyer may elect to terminate this Contract by giving Seller written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations under this Contract, except those which expressly survive the termination of this Contract, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing, Buyer will proceed to Closing without delay. If in writing Seller is unwilling or unable to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to Closing at

Buyer's option without adjustment to the Purchase Price, such option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects, or the Parties may proceed to Closing with a mutually agreed to adjustment to the Purchase Price. If Buyer does not waive such defects, this Contract shall terminate as above set forth.

Buyer shall also promptly pay all persons and entities that perform work by or on behalf of Buyer in connection with Buyer's activities related to the Real Property and shall not permit any liens or other claims to be asserted against the Real Property as a result thereof, provided, however, if any liens are asserted against the Real Property (whether or not the same are meritorious), Buyer shall have the same removed or bonded over within no more than ten (10) calendar days after receiving notice thereof.

Buyer confirms that required environmental testing for the Real Property (including but not limited to an ASTM PHASE I Environmental Site Assessment Report of the Real Property ("PHASE I") or an Environmental Status Report ("ESR") from the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resource Management ("DERM"), and a PHASE II Environmental Site Assessment Report ("PHASE II") were completed to Buyer's satisfaction prior to the Effective Date of this Contract.

Buyer's obligations under this Section shall survive the Closing and termination of this Contract. The provisions of this Section shall survive any termination of this Contract.

6.2 WALK-THROUGH INSPECTION/RE-INSPECTION. On the day prior to Closing, or on the Closing date, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Real Property. If any new defects are discovered during such walk-through inspection, the provisions of 6.1 shall apply regarding notice, termination, waiver, and election to proceed and the Closing Date shall be extended accordingly.

6.3 ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES. The Real Property is vacant land. There are no contracts (including but not limited to construction, management, service, equipment, commission, supply, maintenance or concession agreements) or leases currently in effect to which Seller is a party and which affect the Real Property.

7. SURVEY. Buyer, at Buyer's sole cost and expense and not less than (sixty) 60 days prior to Closing, obtain a current certified boundary survey of the Real Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer and Title Company. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty-day (60-day) time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect and subject to the

provisions of Section 5. The legal description in the survey shall be subject to Seller and Buyer's approval.

8. **RIGHT TO ENTER REAL PROPERTY.** Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction, provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract, subject to all limitations of Section 768.28, Florida Statutes. If Closing does not occur, Buyer shall repair and restore the Real Property to the condition existing prior to any test or construction on the Real Property.

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

10. **PRORATIONS:** In addition to proration of taxes as provided in Section 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue, if any, shall be prorated to the day prior to Closing.

11. **LIENS.** All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before Closing by the Seller. If a pending lien is filed up to ninety (90) days after the Closing against the Real Property, which lien has not been certified as of the date of Closing, and the work and improvements for which the lien was filed have been completed prior to the Closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller. However, if such lien is filed more than ninety (90) days after the Closing, Buyer shall be responsible for all costs associated with the lien. This Section survives the Closing of this Contract.

12. **CLOSING.** The Closing of this transaction (the "Closing") shall be completed within sixty (60) days of the Effective Date of this Contract unless otherwise extended as mutually agreed upon by Buyer, the Miami-Dade County Mayor or Mayor's designee acting on behalf of Buyer, and Seller or as otherwise provided in this Contract. The specific time, date and location of the Closing shall be determined by the County (the "Closing Date"). The Closing

shall be an escrow closing through the offices of the Title Company, with neither Party required to attend a physical closing, unless otherwise mutually agreed.

13. **TIME.** Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this Contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer. The phrase "Business Days" as used in this Contract shall mean the days of Monday through Friday, excepting only federal holidays. If the last day upon which performance under this Contract would otherwise be required or permitted is not a Business Day, then the time for such performance shall be automatically extended to the next day that is a Business Day.

14. **BROKERS.** Seller and Buyer both confirm that there are no real estate brokers or agents party to this transaction and there will be no real estate commission fees claimed or due pursuant to this transaction. Each Party shall hold the other Party harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, should a broker or agent claim that a real estate commission is owed or due pursuant to representation in this transaction, subject to the provisions of Section 768.28, Florida Statutes. This Section survives the termination or expiration of this Contract, as well as the Closing.

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

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

17. **ACCESS.** Seller warrants and represents that there is legal ingress and egress to the Real Property being purchased under this Contract. This Section survives the Closing of this Contract.

18. **POSSESSION.** Seller shall deliver possession of the Real Property to the Buyer at Closing.

19. **DEFAULT.** If either Party defaults under this Contract, then the other Party may waive the default and proceed with Closing without adjustment to the Purchase Price, in which event any and all claims with respect to such default shall be deemed extinguished, or either Party may seek specific performance. In addition to specific performance, a non-defaulting Party may terminate the Contract if a defaulting Party does not cure a default within thirty (30) days of receipt of a default notice from the non-defaulting Party. Such default notice shall be sent in writing via U.S. Mail or via electronic communication. In no event shall either Party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

20. LITIGATION. In the event of any litigation or pre-suit disputes arising out of this Contract, each Party shall bear its own attorney's fees and costs. This Section survives the termination of this Contract and the Closing.

21. DISCLOSURE. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Real Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

22. SUCCESSORS IN INTEREST. This Contract will endure to the benefit of and be binding upon, and is intended solely for the benefit of the Parties to this Contract, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests in this Contract or under this Contract.

23. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, without application of conflict of law principles and in the event of any litigation concerning the terms of this Contract, proper venue thereof will be in Miami-Dade County.

24. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision(s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the Parties.

25. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller.

27. ENTIRE AGREEMENT. This Contract contains the entire agreement between the Parties 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.

28. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by (i.) the Miami-Dade County Board of County Commissioners ("Board") provided, however, that such Board approval shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests

within their sole discretion. The date of such approval of the Contract by Buyer, as set forth above, is the Effective Date of this Contract.

29. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

30. REPRESENTATIONS AND WARRANTIES OF SELLER. Notwithstanding anything to the contrary contained in the Contract, Seller represents and warrants that the following are true as of the Effective Date and will remain true as of the Closing:

30.1 The Contract is binding on Seller and enforceable against Seller in accordance with its terms.

30.2 Authority. Seller is a Florida not for profit corporation organized, operating and validly existing under the laws of the State of Florida. The execution, delivery and performance by Seller of the Contract has been duly and validly authorized by all requisite action on the part of Seller, and no consent of any person not previously obtained is required. This Contract constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

30.3 Bankruptcy or Debt of Seller. Seller (i) has not made an assignment for the benefit of creditors, (ii) has not admitted in writing its inability to pay its debts as they mature, or (iii) has not been adjudicated as bankrupt or insolvent, or filed a petition for voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any State, and no such petition has been served upon Seller.

30.4 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

30.5 Any and all consents to Seller's execution and performance of the Contract required from any person have been obtained. Seller has full right and authority to consummate the transaction contemplated in this Contract pursuant to Seller's current articles of incorporation, other governing agreements, instruments, orders, judgments, and decrees binding upon Seller.

30.6 Seller will provide Buyer, Closing Agent, and Escrow Agent with customary and appropriate documentation to evidence its authority to execute the Contract and purchase the Real Property pursuant to the Contract as reasonably required by the Escrow Agent.

30.7 Leases. Seller confirms that as of the Effective Date, the Real Property is not subject to any leases, subleases, licenses, occupancy agreements, use agreements, assignments, or other agreement that grants any other person or entity the right to use the Real Property and will not be subject to any leases on the Closing date.

30.8 Contracts. Seller confirms that there are no contracts of any kind relating to the operation, maintenance, service or repair of the Real Property.

30.9 Litigation. There is no litigation, action, suit, arbitration, order, decree, claim, writ, injunction, government investigation, proceeding pending (i.e., have been filed and Seller has received valid service of process without a non-appealable judgment or settlement) or, to Seller's actual knowledge (without duty of investigation), threatened in writing against Seller or affecting Seller or the Real Property that, if determined adversely to Seller, would prevent Seller from performing its obligations under this Contract (after factoring in any applicable insurance). Seller is not a party to or subject to the provision of any judgment, order, writ, injunction, decree or award of any governmental authority that would prevent Seller from performing its obligations hereunder (after factoring in any applicable insurance).

30.10 No Conflicts. The execution, delivery and compliance with, and performance of the terms and provisions of, the Contract, and the sale of the Real Property, will not (i) conflict with or result in any violation of Seller's organizational documents, (ii) conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness, or any mortgage, deed of trust, loan agreement, or lease or other agreement by which the Real Property or Seller may be bound, or (iii) to Seller's knowledge, violate any existing term or provision of any order, writ, judgment, injunction, decree, statute, law, rule or regulation applicable to Seller or its property.

30.11 OFAC. Seller is currently in compliance with the regulations of the United States Department of Treasury's Office of Foreign Asset Control (OFAC) (including those named on OFAC's list of restrictions and prohibited persons) and any statute, executive order (including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001), or other governmental action relating thereto.

31. REPRESENTATIONS AND WARRANTIES OF BUYER. Notwithstanding anything to the contrary contained in the Contract, Buyer represents and warrants that the following are true as of the Effective Date and will remain true as of the Closing Date:

31.1 The Contract is binding on Buyer and enforceable against Buyer in accordance with its terms.

31.2 Authority. Buyer is a political subdivision of the State of Florida, organized, operating and validly existing under the laws of the State of Florida. The execution, delivery and performance by Buyer of the Contract has been duly and validly authorized by all requisite action on the part of Buyer, and no consent of any person not previously obtained is required. This Contract constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

31.3 Any and all consents to Buyer's execution and performance of the Contract required from any person have been obtained. Buyer has full right and authority to consummate the transaction contemplated.

31.4 Buyer will provide Seller, Closing Agent, and Escrow Agent with customary and appropriate documentation to evidence its authority to execute the Contract and purchase the Property pursuant to the Contract as reasonably required.

32. ESCROW AGENT. Escrow Agent shall be First American Title Insurance Company ("Escrow Agent"), and the closing agent shall be Keren Marti ("Closing Agent") or any other mutually agreeable Escrow Agent and Closing Agent. At or prior to Closing, Buyer shall deposit with Escrow Agent the payment necessary to complete payment of the Purchase Price after closing costs, credits, prorations and adjustments. The additional payment shall be made in the form of wire transfer to the trust account of Escrow Agent or as otherwise directed by Seller.

33. AS-IS. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT AND THE CLOSING DOCUMENTS, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE REAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE REAL PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS CONTRACT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REAL PROPERTY OR RELATING TO THE REAL PROPERTY MADE OR FURNISHED BY SELLER OR ANY AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS CONTRACT OR THE CLOSING DOCUMENTS. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS" EXCEPT AS SPECIFICALLY SET FORTH IN THIS CONTRACT.

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE REAL PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE REAL PROPERTY, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE REAL PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE REAL PROPERTY, AND, EXCEPT FOR REPRESENTATIONS AND WARRANTIES MADE IN THIS CONTRACT OR IN THE CLOSING DOCUMENTS, WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT

THERE TO UNLESS SPECIFICALLY SET FORTH IN THIS CONTRACT. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE REAL PROPERTY UNLESS SPECIFICALLY SET FORTH IN THIS CONTRACT, SAVE AND EXCEPT FOR ANY LIABILITY IMPOSED UPON PRIOR OWNERS IN THE CHAIN OF TITLE AS A MATTER OF LAW.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS CONTRACT.

34. CONVEYANCES TO FOREIGN BUYERS. Part III of Chapter 692, Sections 692.201 – 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase, and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property in violation of the Act. At the time of purchase, Seller must provide a signed affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

35. EXHIBITS. All references to exhibits are to the attached exhibits which are incorporated into this Contract by reference.

36. NOTICE. All notices and other communication provided for in this Contract shall be in writing and shall be sent via overnight delivery with confirmation to the address set forth in this Section (or such other address as a Party may later designate for itself by notice to the other Parties as required by this Contract) of the Party for whom such notice or communication is intended:

As to Buyer:

Idania Barroso, Real Estate Advisor
Miami-Dade County-Internal Services Department
111 NW 1st Street, Suite 2460
Miami, Florida 33128

With a copy to:

Katrina Mirazo, Real Estate Manager
9300 NW 41 Street

As to Seller Doral, Florida 33178
 Rudolph McGlashan
 Northwest Baptist Church, Inc.
 951 NW 136 Street
 North Miami, Florida 33168
With copy to: **Bilzin Sumberg Baena Price & Axelrod LLP**
 Brickell Avenue, 23rd Floor
 Miami, Florida 33131
 Attention: Sara B. Herald
 E-mail: sherald@bilzin.com

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

The Buyer and Seller have duly executed this Contract as of the Effective Date.

ATTEST: Juan Fernandez-Barquin
Clerk of the Court Comptroller

BUYER:

MIAMI-DADE COUNTY

By: _____
Deputy Clerk Signature

By: _____
Daniella Levine Cava,
County Mayor

Rose L. Barbour
Witness
Rose L. Barbour
Print

Date: _____

SELLER:

NORTHWEST BAPTIST CHURCH, INC.

David L. Chase
Witness
David L. Chase
Print

By: [Signature]
Rudolph McGlashan,
Chairman Deacon Board

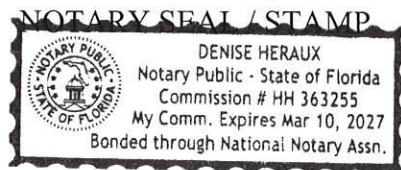
Date: 10-30-2024

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 30th day of October, 2024, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Rudolph McGlashan, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at NWBC, in the County and State aforesaid, on this, the 30th day of October, 2024.

[Signature] (SEAL)
Notary Public



Denise Heraux
Print Name
Notary Public, State of FLORIDA
My Commission expires March 10, 2027

Approved as to form and legal sufficiency:

Assistant County Attorney

EXHIBIT "A" to Contract for Sale and Purchase

The following illustrates the area that Miami-Dade County is seeking to acquire from Northwest Baptist Church, Inc. for the purpose of constructing Miami-Dade Fire Rescue Station No. 19. A legal description will be added once provided by surveyor.

FOLIO NOS.: 30-123-000-0160, a portion of 30-2123-016-0170 and a portion of 30-2123-016-0240



EXHIBIT "B"

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED ("Deed") made this ____ day of _____, 20____ (the "Effective Date"), between **NORTHWEST BAPTIST CHURCH, INC**, a Florida not for profit corporation whose address is 951 NW 136TH Street, North Miami, FL 33168 ("Grantor"), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128 ("Grantee"). Grantee and Grantor may be individually referenced as "Party", and together referenced as the "Parties". Wherever used in this Deed, the terms "Grantor" and "Grantee" shall include all of the Parties to this instrument and their successors and assigns.

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and valuable other consideration, receipt of which is acknowledged, grants, bargains, sells, and conveys to Grantee, and its successors and assigns forever, the land situate in Miami-Dade County, Florida, which is more particularly described on **Exhibit "A"** attached and by this reference made a part of this Deed (the "Property").

Together WITH all tenements, hereditaments, and appurtenances thereto belonging or otherwise appertaining to the Property, including but not limited to: (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, rights of reverter, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

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

SUBJECT TO: (i) taxes, assessments and special district levies, for 2024 and subsequent years; (ii) zoning and other regulatory laws and ordinances affecting the Property; (iii) those matters that would be disclosed by an accurate survey of the Property; and (iv) easements, reservations, restrictions, reservations, rights of way, and other matters of records, if any, without the intent to reimpose or reinstate same.

GRANTOR covenants with said Grantee that it is lawfully seized of the Property conveyed in fee simple by this Deed, that it has good right and lawful authority to sell and convey said Property; that it fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

The Grantor has caused this General Warranty Deed to be executed as of the Effective Date.

Signed, sealed and delivered
in the presence of:

GRANTOR:

NORTHWEST BAPTIST CHURCH, INC.

Print Name: _____

By: _____

Name: Rudolph McGlashan,
Chairman Deacon Board

Print Name: _____

STATE OF _____)

COUNTY OF _____)

I HEREBY CERTIFY, the foregoing instrument was acknowledged before me by means of physical presence, this ____ day of _____, 20____, by Rudolph McGlashan, an officer duly authorized to administer oaths and take acknowledgments for Grantor, who is ☐ personally known to me, or ☐ has produced the following identification: _____.

WITNESS my hand and Official Seal at _____, in the County and State aforesaid, on this _____ day of _____, 20____.

_____(SEAL)
Notary Public

NOTARY SEAL / STAMP

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

Approved as to form and legal sufficiency:

Assistant County Attorney

The foregoing was accepted and approved on the ____ day of _____, 202_ by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Exhibit A to General Warranty Deed

PARCEL 1

Beginning at the Southeast Corner of Section 23, Township 52 South, Range 41 East, thence run West 200 feet to the Point of Beginning; thence North 175 feet; thence West 150 feet; thence South 175 feet; thence East 150 feet to the Point of Beginning. The North 25 feet of above-described property is also described as unnumbered Lot in Block 2, of Tropical Farms, according to the Plat thereof, recorded in Plat Book 42, Page 86, of the Public Records of Dade County, Florida.

LESS AND EXCEPT The South 40 feet more particularly described in that certain Right of Way Deed to Dade County recorded in Deed Book 3878, Page 164, of the Public Records of Miami-Dade County, Florida

PARCEL 2

Lots 25 through 27, Block 1, TROPICAL FARMS, according to the plat thereof as recorded in Plat Book 42, at Page 86, Public Records of Miami-Dade County, Florida.

PARCEL 3

Lots 3, 4 and East 36 feet of Lot 5, Block 2, TROPICAL FARMS, according to the plat thereof as recorded in Plat Book 42, at Page 86, Public Records of Miami-Dade County, Florida.

PARCEL 4

That portion of N.W. 136th Street Lying Between Lots 25 through 27, Block 1, and Lots 3, 4 and East 36 feet of Lot 5, Block 2, as shown on the Plat of Tropical Farms, according to the plat thereof as recorded in Plat Book 42 at Page 86, as per Road Closure recorded in Official Records Book 33475, Page 3728, of the Public Records of Miami-Dade County, Florida.

Memorandum



Date: November 26, 2024

To: Honorable Chairman Anthony Rodríguez
Board of County Commissioners

From: Raymond Hall, Director
Internal Services Department 

Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be placed on the December 3, 2024, Board of County Commissioner's Agenda:

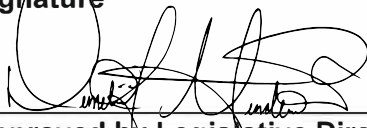
RESOLUTION APPROVING A CONTRACT FOR SALE AND PURCHASE BETWEEN NORTHWEST BAPTIST CHURCH, INC, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, FOR AN APPROXIMATELY 93,375 SQUARE FOOT PROPERTY LOCATED AT NW 135 STREET AND US HIGHWAY 441, UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA, IN THE AMOUNT OF \$2,300,000.00 AND AUTHORIZING THE EXPENDITURE OF UP TO \$30,000.00 FOR CLOSING COSTS, FUNDED FROM FIRE DISTRICT FUNDS NO. SF010; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE AND ACCEPT CONVEYANCE OF PROPERTY BY WARRANTY DEED; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED, AND WAIVING A CERTAIN PROVISION OF ADMINISTRATIVE ORDER 8-1.

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, the placement on this Board meeting agenda is necessary to capitalize on the unique opportunity to secure a key asset for public safety at a favorable cost of less than half of the property's appraised value. Delays in processing may result in the loss of this real estate opportunity for the County due to the proposed seller's closing date request of December 2024.

Therefore, please process the item notwithstanding that the 4-day rule may apply. I am aware that this item is subject to approval for placement on the agenda by the BCC Chairperson, and review by the County Attorney's Office.


**Approved by Mayor or Mayor's Designee
Signature**

Carladenise Edwards
Print Name


**Approved by Legislative Director
or Designee Signature**

Demetria Henderson
Print Name

cc: Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez, First Assistant County Attorney
Jess M. McCarty, Executive Assistant County
CAOagenda@miamidade.gov

MDC025



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodríguez
and Members, Board of County Commissioners

DATE: December 3, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(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 ____, majority plus one ____, 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) ____, 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 Danielle Lewis Carr Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
12-3-24

RESOLUTION NO. _____ R-1039-24

RESOLUTION APPROVING A CONTRACT FOR SALE AND PURCHASE BETWEEN NORTHWEST BAPTIST CHURCH, INC, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, FOR AN APPROXIMATELY 93,375 SQUARE FOOT PROPERTY LOCATED AT NW 135 STREET AND US HIGHWAY 441, UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA, IN THE AMOUNT OF \$2,300,000.00 AND AUTHORIZING THE EXPENDITURE OF UP TO \$30,000.00 FOR CLOSING COSTS, FUNDED FROM FIRE DISTRICT FUNDS NO. SF010; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE AND ACCEPT CONVEYANCE OF PROPERTY BY WARRANTY DEED; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED, AND WAIVING A CERTAIN PROVISION OF ADMINISTRATIVE ORDER 8-1

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

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

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

Section 2. This Board (i) waives the provision of Administrative Order 8-1 requiring prior approval of government facility use before acquisition of property proposed to be used as a government facility, for the reasons set forth in the accompanying Mayor's memorandum; and (ii) hereby approves the Contract for Sale and Purchase (the "Contract") between Northwest Baptist Church, Inc. as Seller, and the County, as Buyer, of an approximately 93,375 square foot property

located at NW 135 Street and US Highway 441, Miami, Florida (the “Property”), in substantially the form attached to the accompanying memorandum as Attachment 2, in the amount of \$2,300,000.00 and an additional expenditure of up to \$30,000.00 for closing costs, funded from Fire District Funds No. SF010, for the purpose of constructing a fire station.

Section 3. This Board further authorizes the County Mayor or the County Mayor’s designee to execute said Contract on behalf of Miami-Dade County, to exercise any and all rights conferred therein, to take all other actions necessary to effectuate said purchase, and to accept conveyance of said Property by Warranty Deed substantially in the form attached to the Contract as Exhibit B.

Section 4. Pursuant to Resolution No. R-974-09, the County Mayor or County Mayor’s designee shall provide a recorded copy of the instrument of conveyance accepted herein to the Clerk of the Board within 30 days of the execution and final acceptance of such instrument, and the Clerk of the Board shall attach and permanently store a recorded copy of such instrument together with this resolution.

The foregoing resolution was offered by Commissioner **Marleine Bastien**, 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:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of December, 2024. 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.

A handwritten signature in black ink, appearing to be "DH", is written over a horizontal line.

Debra Herman