

MEMORANDUM

Agenda Item No. 8(F)(1)

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

DATE: February 19, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Contract for Sale and Purchase between 79 Northside Town Station, LLC, a Florida Limited Liability Company, as Seller, and Miami-Dade County, as Buyer, of approximately 102,463 square feet of combined commercial parcels of land for public park purposes, comprised of five separate real properties lying within the North Central Urban Area District, and located at 2972 NW 79 Street, 2950 NW 79 Street, and 2900 NW 79 Street, Miami, Florida, in the amount of \$4,250,000.00 and authorizing the expenditure of up to \$20,000.00 for closing costs, to be funded with open space impact fees; authorizing the County Mayor to execute the Contract for Sale and Purchase, exercise any and all rights conferred therein, take all other actions necessary to effectuate said purchase and accept conveyance of property by Special Warranty Deed; and directing the County Mayor to record such Deed

Resolution No. R-170-25

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/jp

MDC001

Memorandum



Date: February 19, 2025

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

From: Daniella Levine Cava
Mayor 

Subject: Resolution Authorizing the Execution of a Contract for Sale and Purchase Between 79 Northside Town Station, LLC and Miami-Dade County for the Acquisition of Five Vacant Commercial Parcels of Land

Executive Summary

This item seeks the approval of a contract for the sale and purchase between 79 Northside Town Station, LLC, a Florida Limited Liability Company (Seller), and Miami-Dade County (County), acting as the Buyer, for the acquisition of five (5) vacant commercial parcels of land with a total combined site area of 102,463 Square Feet (2.35 Acres) located at 2972 NW 79 Street, Miami, FL 33147, 2950 NW 79 Street, Miami, FL 33147 and 2900 NW 79 Street, Miami FL 33147, further identified by Folios 30-3109-015-0060, 30-3109-015-0040, 30-3109-015-0030, 30-3109-015-0011 & 30-3109-015-0010 (Property). The assemblage and development of these properties will provide a local public park and recreational opportunities to serve residents countywide.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a contract for the sale and purchase between the County and Seller for the acquisition of the Property. More specifically, the resolution does the following:

- Authorizes the acquisition of the Property (Folio Nos: 30-3109-015-0060, 30-3109-015-0040, 30-3109-015-0030, 30-3109-015-0011, and 30-3109-015-0010) for the purposes of establishing a public park to serve area residents; and
- Authorizes the County Mayor or County Mayor's designee to execute a contract for the sale and purchase in the amount of \$4,250,000 (Attachment 1 to the resolution); and
- Authorizes the County Mayor or County Mayor's designee to accept the conveyance by Special Warranty Deed (Attachment 2 to the resolution), 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 for Sale and Purchase.

Scope

The Property is located in Commission District 2, which is represented by Commissioner Marleine Bastien. In accordance with Resolution No. R-380-17, written notice was provided to the District 2 Commissioner.

Delegation of Authority

Authorizes the County Mayor or County Mayor's designee to execute the contract for sale and purchase and to exercise any and all other rights conferred herein.

Fiscal Impact/Funding Source

The estimated total cost of the acquisition is \$4,270,000, which includes \$4,250,000 for the acquisition of the Property and approximately \$20,000 for closing costs. The acquisition and

closing costs will be funded from Open Space Impact Fee Funds. In accordance with the requirements in Section 125.355, Florida Statutes, two independent appraisals were procured by the People and Internal Operations Department (PIOD). The appraisers were instructed to estimate the market value of the fee simple estate. One appraisal dated January 14, 2024, valued the Property at \$4,625,000. The second appraisal dated January 31, 2024, valued the Property at \$4,967,500, with the average of the two appraisals at \$4,796,250. The negotiated purchase price of \$4,250,000 is below the average amount and includes the estimated Opinion of Probable Construction Cost (OPCC) of \$142,043.61 associated with costs to remediate environmental concerns on the property. The Parks, Recreation and Open Spaces Department (PROS) has estimated \$75,000 annually for the maintenance of the Property that will be funded from General Funds.

Track Record/Monitoring

Jessica Gutierrez of PIOD is managing the purchase of this property. Alissa Turteltaub of PROS is managing the establishment of the local public park.

Background

The purchase of these properties is in compliance with and in support of the goals and policies outlined in the County Comprehensive Development Master Plan Recreation and Open Space Element Objective ROS-1B, for the County to provide “local parks and recreation programs to serve the close-to-home recreation needs of unincorporated residential areas.” Additionally, the acquisition and development of the parcels as a local park is in support of the County’s Open Space Master Plan goals for each resident to have access to a park or open space within a ten-minute walk of their home. PROS initially began looking into the possibility of a park in the 79th Street corridor in response to the public’s expressed need for it. In researching the area, the Property was the only available and viable option. In the Department’s area research, they also found that the parcels were in close proximity to the Northside Station and could also fulfill the need for the development of transit oriented public parks.

The subject properties are being acquired by Special Warranty Deed, as the Seller acquired them in this manner.

The Property is currently vacant commercial land. The future development of the Property will be subject to the park planning process and community input once the Property is acquired. The local park may include local park amenities such as a playground, open play fields, fitness equipment, landscaping and site furniture. The Property is zoned North Central Urban Area District (NCUAD) and the use of a park is allowable under the current zoning. Therefore, pursuant to Chapter 33-303(b) of the County Code, approval of a Governmental Facility Hearing by the Board will not be required prior to park development.

As part of the due diligence process, the County conducted an environmental review that consisted of a Phase 1 environmental site assessment. Based on the findings of the Phase 1 assessment, the Department of Regulatory and Economic Resources’ Division of Environmental Resources Management (RER-DERM) required that a Phase 2 environmental site assessment be conducted for documented petroleum discharge at the gas station neighboring the parcel. The Phase 2 environmental site assessment was completed on August 21, 2023, with levels of groundwater and/or soil analytical results (Dieldrin and Polycyclic Aromatic Hydrocarbons (PAHs) in soil and dieldrin in groundwater) constituting violations of Chapter 24, County Code. An OPCC for the properties was generated addressing DERM’s review, with an estimated OPCC of \$142,043.61 (including a 20% contingency) for remediation.

The acquisition and assemblage of these parcels will fill a gap in park services as there are no local parks in the area to serve the County’s constituents.

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
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A handwritten signature in blue ink, appearing to read 'C. Edwards', written over a horizontal line.

Carladenise Edwards
Chief Administrative Officer



MEMORANDUM (Revised)

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

DATE: February 19, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- _____ **"3-Day Rule" for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, 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 _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)
2-19-25

RESOLUTION NO. R-170-25

RESOLUTION APPROVING A CONTRACT FOR SALE AND PURCHASE BETWEEN 79 NORTHSIDE TOWN STATION, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, OF APPROXIMATELY 102,463 SQUARE FEET OF COMBINED COMMERCIAL PARCELS OF LAND FOR PUBLIC PARK PURPOSES, COMPRISED OF FIVE SEPARATE REAL PROPERTIES LYING WITHIN THE NORTH CENTRAL URBAN AREA DISTRICT, AND LOCATED AT 2972 NW 79 STREET, 2950 NW 79 STREET, AND 2900 NW 79 STREET, MIAMI, FLORIDA, IN THE AMOUNT OF \$4,250,000.00 AND AUTHORIZING THE EXPENDITURE OF UP TO \$20,000.00 FOR CLOSING COSTS, TO BE FUNDED WITH OPEN SPACE IMPACT FEES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE AND ACCEPT CONVEYANCE OF PROPERTY BY SPECIAL WARRANTY DEED; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED

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

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

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

Section 2. This Board hereby approves the Contract for Sale and Purchase between 79 NORTHSIDE TOWN STATION, LLC, a Florida Limited Liability Company as Seller, and the County, as Buyer, of approximately 102,463 square feet of combined commercial parcels of land, comprised of five separate real properties lying within the North Central Urban Area District, and

located at 2972 NW 79 Street, 2950 NW 79 Street, and 2900 NW 79 Street, Miami, Florida 33147 (the "Property"), in substantially the form attached hereto as Attachment 1, in the amount of \$4,250,000.00, and an additional expenditure of up to \$20,000.00 for closing costs, to be funded with Open Space Impact Fees for the purpose of establishing a public park to serve area residents. This Board further authorizes the County Mayor or the County Mayor's designee to execute said Contract for Sale and Purchase on behalf of Miami-Dade County, to exercise any and all rights conferred therein, to take all other actions necessary to effectuate said purchase, and to accept conveyance of said Property by Special Warranty Deed substantially in the form attached hereto as Attachment 2.

Section 3. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or County Mayor's designee to record the instrument of conveyance evidencing the transfer of title to the County in the Public Records of Miami-Dade County, Florida and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this Resolution.

The foregoing resolution was offered by Commissioner **Kionne L. McGhee** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, 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	aye	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 19th day of February, 2025. 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.

mjs

Melanie J. Spencer

Attachment 1

CONTRACT FOR SALE AND PURCHASE

Project: PROS purchase from 79 Northside Town Station, LLC.

Folio No.: Parcel 1 Folio No.: 30-3109-015-0060, Parcel 2 Folio No.: 30-3109-015-0040,

Parcel 3 Folio No.: 30-3109-015-0030, Parcel 4 Folio No.: 30-3109-015-0011 &

Parcel 5 Folio No.: 30-3109-015-0010

This Contract for Sale and Purchase ("**Contract**") is entered into as of the ____ day of _____, 20__ by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and successors in interest ("**Buyer**"), whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and 79 Northside Town Station, LLC, a Florida Limited Liability Company, ("**Seller**") whose address is 696 NE 125th Street, North Miami, FL 33161.

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

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

2. **PURCHASE PRICE.** Buyer agrees to pay a total purchase price for the five (5) separate real properties of \$4,250,000.00 (Four Million Two Hundred Fifty Thousand Dollars and 00/100 Dollars) (the "**Purchase Price**"), by County check or wire transfer of U.S. funds. The Purchase Price is predicated on a total combined site area of 101,503.71 square feet or 2.33 acres more or less and shall be adjusted according to the net acreage in an amount equal to \$1,823,874.22 per acre (or proportionate amount for any partial acre) of land acre reduction as determined by the final survey as referred to in Paragraph 7 herein, exclusive of any reserved, zoned, planned or dedicated rights-of-way located, thereon. The Purchase Price to be paid at Closing shall be subject to other adjustments and prorations provided for herein and, unless this Contract is terminated earlier or as otherwise permitted, will be paid at Closing as specified in Article 12 herein.

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

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of Closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector. If the Seller has prepaid taxes for this year of Closing or any year thereafter, 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. Within fifteen (15) business days of the Effective Date of this Contract, Buyer may, at Buyer's sole expense, obtain a marketable title insurance commitment in Buyer's name from any title insurance company licensed by the State of Florida and furnish a copy to the Seller. Said commitment shall be required to show a good, marketable and insurable title to the Real Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the Purchase Price. In addition, the policy shall insure title to the Real Property for the period between Closing and recording of the Special Warranty Deed. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer, including but not limited to any and all Schedule B-1 requirements in Buyer's title commitment and any updates thereto in addition to Schedule B-II items in the title commitment. If the title commitment or any update thereto shows title to the Real Property to be unmarketable or uninsurable, or if the title company is unwilling or unable to insure the Real Property for the full Purchase Price, and the Seller fails to correct such title defects after notice and a 30-day opportunity to cure, then Buyer may, at its option, terminate this Contract by providing written notice of same to Seller within ten days of notice of such refusal by the proposed insurer or by the Seller to cure such title defects, except that Buyer may waive any defects by written notice and proceed with Closing at Buyer's option.

The Closing Date as set forth in Paragraph 13 below may be extended by mutual written agreement of the respective parties in their sole and absolute discretion by the number of days reasonably necessary to resolve any matters within this section or to resolve any matters throughout this Contract, provided however that after ten (10) days of the mutually agreed extension period either Buyer or Seller may terminate the Contract by written notice whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof.

6. ENVIRONMENTAL/HAZARDOUS MATERIALS INSPECTIONS. Buyer, at Buyer's sole cost and expense, completed a 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) to obtain information regarding the environmental conditions of the site, and to determine the existence and extent, if any, of environmental impacts, specifically: contamination (as defined in Section 24-5 of the Code of Miami-Dade County (the "Code") and/or Chapter 620780 Florida Administrative Code ("FAC") or the presence of hazardous materials or hazardous waste, pursuant to Section 24-5 of the Code, or solid waste as defined in Section 15-1 of the Code and/or Chapter 62-701 FAC, on the Real Property in violation of any laws, ordinances rules or restrictions of any governmental authority

having jurisdiction.

Based on the findings on the PHASE I report, DERM has requested that a PHASE II Environmental Site Assessment Report (PHASE II) be completed. Buyer shall, at Buyer's sole cost and expense and no more than sixty (60) days from the Effective Date of this Contract, obtain a PHASE II Environmental Site Assessment Report (PHASE II). The foregoing time period for testing shall be referred to herein as the "**Inspection Period.**" Should any such inspections show defects to the Real Property, including the presence of hazardous material or environmental conditions regarding costs to cure or increased development costs, which Buyer in its sole discretion is unable or unwilling to accept, Buyer may elect to terminate this Contract by giving Seller written notice within ten days from receipt of the Phase II Environmental Site Assessment Report, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction. Within five days of Seller's receipt of written notice by the Buyer, Seller shall provide Buyer with written notice as to whether or not Seller is willing to repair such defects to Buyer's satisfaction, and failure to so provide shall be deemed a refusal to repair same. If Seller agrees to repair such defects by Closing, and effectuates such repairs to Buyer's satisfaction in Buyer's sole and absolute discretion, Buyer will proceed to Closing. If Seller is unwilling or unable to repair such defects to Buyer's satisfaction, at Buyer's option, Buyer may: (i) waive all such defects and proceed to Closing without adjustment to the Purchase Price, unless any additional reduction is mutually agreed to by Buyer and Seller; or (ii) terminate this Contract, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Buyer shall provide written notice of its election within fifteen (15) days of Seller's notice to Buyer that it is unable or unwilling to repair such defects. The Closing Date may be extended by the number of days reasonably necessary to resolve any adverse environmental findings, provided however that after ten (10) days either Buyer or Seller may terminate the Contract.

7. **SURVEY.** Buyer, at Buyer's sole cost and expense and not less than 30 days prior to Closing, shall 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, the Title Company and the Seller. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty (60) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any reserved, zoned, planned or dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

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. If Closing does not occur, Buyer shall repair and restore the Real Property to the condition existing prior to any test or construction on the site.

9. **TENANCIES.** Seller further warrants and represents that no person is living on or occupying the Real Property (or any portion thereof), nor does Seller otherwise permit 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 paragraph. This paragraph survives the Closing of this Contract.

10. **PRORATIONS:** In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, service contracts and agreements, 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 has been filed against the Real Property which has not been certified as of the date of Closing, and the work and improvements for which the lien was filed have been completed prior to the Closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller. This Section survives the Closing of this Contract.

12. **CLOSING.** The parties shall close this transaction ("**Closing**") within sixty (60) days of the Effective Date of this Contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of Closing shall be set by Buyer and Seller. After such period, if no further extension is agreed upon, then either party shall have the right to terminate by written notice to the other, whereupon both the Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof.

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. All time periods will be calculated in business days.

14. **NO BROKER.** The Buyer and Seller each represent and warrant to the other that they have not had any direct or indirect dealings with any real estate brokers, salesmen or agents in connection with the Real Property and this transaction. Subject to the limitations of Florida Statute Section 768.28, Buyer will pay and will defend and hold the Seller harmless from and against any and all finder's and/or broker's commissions due or claimed to be due on account of this transaction and arising out of contracts made by or the acts of the Buyer. Seller will pay and defend and hold the Buyer harmless from and against any and all finder's and/or broker's

commissions due or claimed to be due on account of this transaction and arising out of contracts made by or the acts of the Seller. This provision survives the termination or Closing of this Contract.

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 General 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 and keys to all locks, if any, 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 arising out of this Contract, each party shall bear its own attorney's fees and costs.

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 inure to the benefit of and be binding upon and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder, and no third party beneficiaries are intended to be created by virtue of this Contract.

23. **GOVERNING LAW.** This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

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 without the express written consent of each other.

27. **ENTIRE AGREEMENT.** This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

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

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. **"AS IS", "WHERE IS", WITH ALL FAULTS SALE.** Subject only to the warranties and representations made herein or to be made, including but not limited to those in the Special Warranty Deed and the standards representations and affidavits required by Buyer's title agent to be provided by Seller: (1) the Property (which term as used herein includes the personal property, if any) shall be conveyed in "AS IS" "WHERE IS" physical condition WITH ALL FAULTS; and (2) Seller makes absolutely no warranties, representations or covenants to Buyer whatsoever regarding the physical condition of the Property or the condition or quality thereof, or the fitness thereof for the purposes intended by Buyer or for any other purpose or purposes whatsoever, including but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, zoning, tax consequences, latent or physical or environmental condition, mold, radon, utilities, operating history or projections, valuation, governmental approvals, or compliance with American with Disabilities Act. Buyer

acknowledges that Seller has not investigated and does not warrant or represent to Buyer that the Property is fit for the purpose intended by Buyer or for any other purpose or purposes whatsoever. Buyer represents that it is familiar with the Property and agrees that it is purchasing the Property in its "As Is" condition and based solely on Buyer's own inspection, investigation and evaluation. Except as expressly set forth in this Agreement, and subject to same, neither Seller nor any agent of Seller has made any representation or warranty, express or implied, oral or written, concerning: (a) the physical condition of the Property, (b) any municipal or governmental laws, rules or ordinances which may affect the Property, or (c) any municipal or governmental laws, rules or ordinances which may affect the Property. Except as may otherwise expressly set forth herein, any and all other representations and warranties are expressly disclaimed by Seller.

The provisions of this Section shall survive the Closing or termination of this Agreement.

31. WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVES, IRREVOCABLY AND UNCONDITIONALLY, THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT, ANY CLOSING, OR ANY OF THE DOCUMENTS EXECUTED OR TO BE EXECUTED IN CONNECTION HERewith, THE PROPERTY, ANY ASSIGNED CONTRACT OR LEASE, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SELLER IN ENTERING INTO THIS AGREEMENT.

32. NOTICE. All communications regarding this transaction shall be directed to:
as to Buyer:

Jessica Gutierrez, Real Estate Manager
Miami-Dade County-Internal Services Department
111 NW 1st Street, 23rd Floor
Miami, Florida 33128

as to Seller:

79 Northside Town Station, LLC,
a Florida Limited Liability Company
696 NE 125 Street, North Miami, Florida 33161

[SIGNATURES APPEAR ON FOLLOWING PAGES]
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IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

ATTEST:
JUAN FERNANDEZ-BARQUIN
Clerk of the Court and Comptroller

BUYER:
MIAMI-DADE COUNTY

By: _____
Deputy Clerk

By: _____
County Mayor or Designee

Date: _____

Witness
Print: Carlos Segnera

Witness Address _____

Witness
Print: _____

Witness Address _____

SELLER:
79 NORTHSIDE TOWN STATION, LLC,
A Florida Limited Liability Company

By: 7/5/2024
YORAM IZHAK, Manager

Date: 7/5/2024

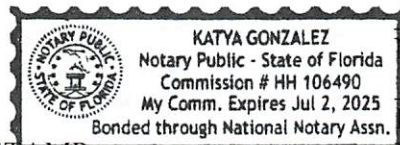
By: _____
SENDER SHUB, Manager

Date: 7/5/2024

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 5th day of July, 2024, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Yoram Izhak, Sender Shub, by means of [] physical or [] online notarization, personally known to me, or proven, by producing the following identification(s): _____, _____, to be the person(s) duly authorized on behalf of 79 Northside Town Station, LLC, a Florida Limited Liability Company, who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 5th day of July, 2024.



NOTARY SEAL / STAMP

Notary Public _____ (SEAL)
Print Name Katya Gonzalez
Notary Public, State of Florida
My Commission expires 7/2/25

Approved as to form and legal sufficiency:

Assistant County Attorney

EXHIBIT "A"

Legal Descriptions

Parcel 1:

The North 301 feet of Lots 7 and 8, less the North 15 feet thereof, heretofore, deed to the County for Street and less the East 20 feet of Lot 7, of LITTLE RIVER ACRES, according to the plat thereof recorded in Plat Book 9, page 150, of the Public Records of Miami-Dade County, Florida.

Folio No.: 30-3109-015-0060

Property Address: 2972 NW 79 Street, Miami, FL 33147

Parcel 2 & 3:

Lots 4, 5 and the East 45 feet of Lot 6, of LITTLE RIVER ACRES, according to the plat thereof, as recorded in Plat Book 9, page 150, as recorded in the Public Records of Miami-Dade County, Florida, LESS Parcel 7H400.57 as described in Order of Taking by the Circuit Court of Dade County, Florida, recorded July 27, 1982 in Official Records Book 11510, page 1252, and more particularly described in Jury Verdict, recorded on November 30, 1983, in Official Records Book 11921, page 2616, all in the Public Records of Dade County, Florida.

Folio No.: 30-3109-015-0040 & 30-3109-015-0030

Property Address: 2950 NW 79 Street, Miami, FL 33147

Parcel 4 & 5

Lot 1, LITTLE RIVER ACRES, according to the plat thereof as recorded in Plat Book 9, page 150, of the Public Records of Miami-Dade County, Florida, less the North 15 feet thereof and less the following described parcel:

Commence at the Northeast corner of said Lot 1; thence run South 2°06'55" East along the East line of said Lot 1, for 77.08 feet to the Point of Beginning of the herein described parcel of land; thence continue South 2°06'55" East along said East line for 57.67 feet to a point of curvature of a curve concave to the Southwest, having a radius of 1,190.21 feet, to which point a radial line bears North 26°34'02" East; thence Northwesterly 145.98 feet along the arc of said curve through a central angle of 7°01'39" to a point on the West non-tangent line of said Lot 1, to which point a radial line bears North 19°32'23" East, thence run North 2°06'54" West along said West line of Lot 1, for 52.19 feet to a point of curvature of a non-tangent curve concave to the Southwest having a radius of 1,216.21 feet to which point a radial line bears North 17°41'20" East; thence Southeasterly 143.73 feet along the arc of said curve through a central angle of 6°46'16" to the Point of Beginning, to which point a radial line bears North 24°27'36" East.

Together with easements over and across the above described parcel as described in that certain Grant of Easements recorded in Official Records Book 14012, page 1052 and as affected by that certain Disclaimer recorded in Official Records Book 14250, page 2485.

Folio No.: 30-3109-015-0011 & 30-3109-015-0010

a/k/a: Property Address: 2900 NW 79 Street, Miami, FL 33147

EXHIBIT "B"

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this ____ day of _____, 20____, between **79 NORTHSIDE TOWN STATION, LLC**, a Florida Limited Liability Company, whose address is 696 NE 125th Street, North Miami, FL 33161 ("Grantor"), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128 ("Grantee").

WITNESSETH:

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

SUBJECT TO taxes, assessments and special district levies, for 2022 and subsequent years; zoning and other regulatory laws and ordinances affecting the Property; those matters that would be disclosed by an accurate survey of the Property; and easements, reservations, restrictions, rights of way, and other matters of record, if any, without the intent to reimpose or reinstate same hereby.

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

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

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of the Property hereby conveyed in fee simple; that it has good right and lawful authority to sell and convey said Property; that it hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under GRANTOR and no other.

[SIGNATURES APPEAR ON FOLLOWING PAGES]
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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.

BUYER:
MIAMI-DADE COUNTY

By: _____
County Mayor or Designee

Date: _____

ATTEST: **JUAN FERNANDEZ-BARQUIN**
Clerk of the Court and Comptroller

By: _____
Deputy Clerk

Exhibit A to Warranty Deed

Legal Descriptions

Parcel 1:

The North 301 feet of Lots 7 and 8, less the North 15 feet thereof, heretofore, deed to the County for Street and less the East 20 feet of Lot 7, of LITTLE RIVER ACRES, according to the plat thereof recorded in Plat Book 9, page 150, of the Public Records of Miami-Dade County, Florida.

Folio No.: 30-3109-015-0060

Property Address: 2972 NW 79 Street, Miami, FL 33147

Parcel 2 & 3:

Lots 4, 5 and the East 45 feet of Lot 6, of LITTLE RIVER ACRES, according to the plat thereof, as recorded in Plat Book 9, page 150, as recorded in the Public Records of Miami-Dade County, Florida, LESS Parcel 7H400.57 as described in Order of Taking by the Circuit Court of Dade County, Florida, recorded July 27, 1982 in Official Records Book 11510, page 1252, and more particularly described in Jury Verdict, recorded on November 30, 1983, in Official Records Book 11921, page 2616, all in the Public Records of Dade County, Florida.

Folio No.: 30-3109-015-0040 & 30-3109-015-0030

Property Address: 2950 NW 79 Street, Miami, FL 33147

Parcel 4 & 5

Lot 1, LITTLE RIVER ACRES, according to the plat thereof as recorded in Plat Book 9, page 150, of the Public Records of Miami-Dade County, Florida, less the North 15 feet thereof and less the following described parcel:

Commence at the Northeast corner of said Lot 1; thence run South 2°06'55" East along the East line of said Lot 1, for 77.08 feet to the Point of Beginning of the herein described parcel of land; thence continue South 2°06'55" East along said East line for 57.67 feet to a point of curvature of a curve concave to the Southwest, having a radius of 1,190.21 feet, to which point a radial line bears North 26°34'02" East; thence Northwesterly 145.98 feet along the arc of said curve through a central angle of 7°01'39" to a point on the West non-tangent line of said Lot 1, to which point a radial line bears North 19°32'23" East, thence run North 2°06'54" West along said West line of Lot 1, for 52.19 feet to a point of curvature of a non-tangent curve concave to the Southwest having a radius of 1,216.21 feet to which point a radial line bears North 17°41'20" East; thence Southeasterly 143.73 feet along the arc of said curve through a central angle of 6°46'16" to the Point of Beginning, to which point a radial line bears North 24°27'36" East.

Together with easements over and across the above-described parcel as described in that certain Grant of Easements recorded in Official Records Book 14012, page 1052 and as affected by that certain Disclaimer recorded in Official Records Book 14250, page 2485.

Folio No.: 30-3109-015-0011 & 30-3109-015-0010

a/k/a: Property Address: 2900 NW 79 Street, Miami, FL 33147

Attachment 2

Instrument Prepared by and Return To:

Miami-Dade County
People and Internal Operations Department
Real Estate Development Division
111 NW 1 Street, 23rd Floor
Miami, Florida 33128

Folio No. 30-3109-015-0060, 30-3109-015-0040, 30-3109-015-0030, 30-3109-015-0011 & 30-3109-015-0010
User Department: Miami-Dade County Parks, Recreation and Open Spaces Department

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED made this ____ day of _____, 20__, between **79 NORTHSIDE TOWN STATION, LLC, a Florida Limited Liability Company**, whose address is 696 NE 125th Street, North Miami, FL 33161 ("Grantor"), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128 ("Grantee").

WITNESSETH:

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

SUBJECT TO taxes, assessments and special district levies, for 20__ and subsequent years; zoning and other regulatory laws and ordinances affecting the Property; those matters that would be disclosed by an accurate survey of the Property; and easements, reservations, restrictions, rights of way, and other matters of record, if any, without the intent to reimpose or reinstate same hereby.

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

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

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

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

Signed, sealed and delivered
in the presence of:

GRANTOR:

**79 NORTHSIDE TOWN STATION, LLC,
a Florida Limited Liability Company**

Print Name: _____

Address

By: _____
YORAM IZHAK, Manager

Print Name: _____

By: _____
SENDER SHUB, Manager

Address

STATE OF _____)
_____)
COUNTY OF _____)

I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, _____, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

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

_____(SEAL)
Notary Public

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

NOTARY SEAL / STAMP

Approved as to form and legal sufficiency:

Assistant County Attorney

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

Exhibit A to Warranty Deed

Legal Description

Parcel 1:

The North 301 feet of Lots 7 and 8, less the North 15 feet thereof, heretofore, deed to the County for Street and less the East 20 feet of Lot 7, of LITTLE RIVER ACRES, according to the plat thereof recorded in Plat Book 9, page 150, of the Public Records of Miami-Dade County, Florida.

Folio No.: 30-3109-015-0060

Property Address: 2972 NW 79 Street, Miami, FL 33147

Parcel 2 & 3:

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Folio No.: 30-3109-015-0040 & 30-3109-015-0030

Property Address: 2950 NW 79 Street, Miami, FL 33147

Parcel 4 & 5

Lot 1, LITTLE RIVER ACRES, according to the plat thereof as recorded in Plat Book 9, page 150, of the Public Records of Miami-Dade County, Florida, less the North 15 feet thereof and less the following described parcel:

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Together with easements over and across the above described parcel as described in that certain Grant of Easements recorded in Official Records Book 14012, page 1052 and as affected by that certain Disclaimer recorded in Official Records Book 14250, page 2485.

Folio No.: 30-3109-015-0011 & 30-3109-015-0010

a/k/a: Property Address: 2900 NW 79 Street, Miami, FL 33147