

RESOLUTION NO. 15-1304

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA ACCEPTING A DONATION FROM THE GRAHAM COMPANIES OF A 30-ACRE PARCEL OF LAND KNOWN AS THE PAR-3 GOLF COURSE; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECT THE ACCEPTANCE OF THE PARCEL; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT TERMS AND CONDITIONS OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Graham Companies desires to donate to the Town of Miami Lakes, Florida (“the Town”) a 30-acre parcel of land known as the Par 3 Golf Course (“Par 3”), which is located within the Town’s boundaries; and

WHEREAS, on November 12, 2013, the Town Council established the Par 3 Committee to evaluate the acquisition of and best utilization of the Par 3; and

WHEREAS, the Par 3 Committee issued a Report and Recommendation to the Town Council on October 14, 2014; and

WHEREAS, the Town Council conducted a workshop on March 16, 2015 to discuss the Committee’s Report and Recommendation; and

WHEREAS, it is the Town’s intent to acquire the Par 3 for use as a park; and

WHEREAS, the donation from The Graham Companies includes The Graham Companies paying for a Phase I Environmental Assessment, a boundary survey, and the provision of grounds maintenance of the property for up to two years; and

WHEREAS, the Town Council believes that acceptance of the donation of the Par 3 is in the best interest of the Town and desires to accept a donation from The Graham Companies; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Acceptance of Donation. The Town Council hereby accepts The Graham Companies' donation to the Town of Miami Lakes of the 30-acre parcel of land known as the Par 3 Golf Course ("Par 3"), as depicted in the aerial photo attached hereto as Exhibit A.

Section 3. Conditions of Donation. The acceptance of this donation is conditioned upon The Graham Companies and the Town of Miami Lakes entering into a written agreement that provides for The Graham Companies to pay for a Phase I Environmental Assessment, a boundary survey; grounds maintenance of the property for up to two years in substantially the same condition as it is currently maintained. This acceptance is further conditioned upon a conveyance documents and covenants being approved by the Town Manager and Town Attorney.

Section 4. Authorization of Town Officials. The Town Manager and the Town Attorney are authorized to take all steps necessary to execute the intent of this resolution and to execute any and all documents needed to effect the acceptance of the donation.

Section 5. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this resolution.

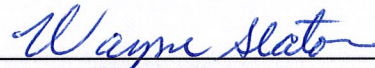
Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

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Passed and adopted this 14th day of April, 2015.

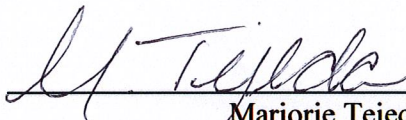
The foregoing resolution was offered by Councilman Mingo who moved its adoption. The motion was seconded by Councilman Mestre and upon being put to a vote, the vote was as follows:

Mayor Wayne Slaton	<u>YES</u>
Vice Mayor Manny Cid	<u>YES</u>
Councilmember Tim Daubert	<u>YES</u>
Councilmember Tony Lama	<u>YES</u>
Councilmember Ceasar Mestre	<u>YES</u>
Councilmember Frank Mingo	<u>YES</u>
Councilmember Nelson Rodriguez	<u>YES</u>



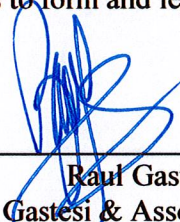
Wayne Slaton
MAYOR

Attest:



Marjorie Tejada
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT “A”

The Par 3 Golf Course Property



Dear Mayor and Council Members,

In connection with the Town of Miami Lakes ("Town") Resolution 13-1156, the Par 3 Committee ("Committee") was established by the Town Council ("Council") to evaluate the acquisition and best utilization of the Par 3 Golf Course ("Course"). The following report is to inform the Council of a consensus reached by the Committee and request for an increase in committee responsibilities.

The Course is remembered by many Town residents and South Floridians as a beautiful golfing location; the Course was closed in the 1990's. The Course's vibrant characteristics attracted many South Floridians to purchase homes and apartments during that period that still live on the Course today. The properties that surround the Course are town homes, apartments, and commercial buildings; a great majority of private residential properties abut on the Course (refer to Exhibit A for aerial view of property). The approximately 30 acres of land is home to residents, businesses, and animals.

Over the course of seven meetings the Committee has discussed many of its concerns and recommendations with The Graham Companies President Stuart S. Wyllie, Florida Power and Light Transmission Project Engineer Daniel Hronec, Town of Miami Lakes Director of Community & Leisure Services Tony Lopez, and supporting staff. The Committee has agreed the Course should be acquired by the Town. The Course should serve the purpose of a **Passive Park**; a Passive Park means any outdoor facility that: (1) Is open to the public only for passive recreational activity, such as pedestrian activities, hiking and jogging; or serves as or features an historical, cultural or archeological attraction; and (2) Does not allow organized competitive activities (athletic and sporting); and (3) Is maintained in its current topography (i.e. hills and water features). The Committee has the following recommendations:

1. In connection with our meeting with The Graham Companies President Stuart S. Wyllie, we (the Committee and Mr. Wyllie) agreed restricted covenants need to be placed on the acquisition of the Course by the Town. The Committee recommends the Town to keep in place the current restrictive covenants (refer to Exhibit B) from the agreement reached with The Graham Companies (formally known as The Sengra Corporation per this agreement) and Dade County. In addition to such covenants, the Committee recommends to place a restrictive covenant establishing the property as a **Passive Park** (outlining the definition mentioned in paragraph 3 above) indefinitely.
2. In connection with our meeting with Florida Power and Light Transmission Project Engineer Daniel Hronec, the Committee communicated their concern of Electric Magnetic Fields (EMF) being generated from the FPL transmission lines running directly through the Course; the Committee agreed the main

- public areas of the Passive Park will be directly under these transmission lines. According Mr. Hronec (refer to Exhibit C), he took readings of the transmission lines and results were significantly lower than Florida's limits. In addition the condition of the poles holding the transmission lines was also discussed. According Mr. Hronec, FPL intends to replace all wood poles with concrete poles on the Course by 2015. The Committee recommends these replacements to be done before the opening of the Passive Park.
3. The Committee recommends the Town to establish a specific ordinance identifying the Course as a Passive Park (outlining the definition mentioned in paragraph 3 above). In this ordinance, the current Rules and Regulations for the Town's park system, Ordinance No. 11-140 should be referenced along with the only uses allowed (i.e. utilization) voted upon by the Committee members (refer to Exhibit D) for the Passive Park. In addition, the ordinance shall include the property to be maintained in its current topography (i.e. the condition of the property on the date of the acquisition). Note, the Committee recommends **not** to have party shelters, tables, barbeque grills, nor any area designated for organized competitive activities (athletic and sporting[i.e. basketball courts, baseball, football, or soccer]) on the Passive Park; the Passive Park should be designed only to accommodate those uses (refer to Exhibit D) voted upon by the Committee.
 4. In connection with recommendation number 3 (above), the Committee recommends different paths for walkers/joggers and bikers under the transmission lines; this area will be dedicated to the public activity. The two portions extending East (based on Exhibit A, the only two areas extending East from long side of the Course) along Big Cypress Drive, should remain in the state of its current topography and designed not to attract public activity.
 5. The Committee recommends a parking lot to be built on the North West portion of the Course; the parking lot will abut NW 77 Avenue. In addition, additional parking spaces along NW 77 Avenue; parking spaces will abut commercial properties. No parking lots or spaces should be designed along Big Cypress Drive and Twin Sabal Drive.
 6. The two portions extending East (based on Exhibit A, the only two areas extending East from long side of the Course) along Big Cypress Drive, should have Town issued "No Parking" signs along with a pavement design to avoid parking.
 7. The Passive Park should only be opened to Town residents.
 8. The Committee strongly recommends the Council not to take a final vote on the design of the Passive Park until a workshop is held with Town residents, including the members of the Par 3 Committee.

Along with the eight recommendations mentioned above, the Committee is requesting to be involved in the design of the Passive Park. In connection with the design of the Passive Park, the Committee strongly recommends the use of a Landscape Architect.

The Committee would like to thank Councilman Frank Mingo for creating this Committee along with the Council for giving us this great opportunity. In addition, the Committee would like to thank Director of Community & Leisure Services Tony Lopez, Leisure Services Manager Katya Lysak, Landscape Architect Randy Hollingsworth, Architect Tirso Martinez, and The Graham Companies.

Yours Truly,

Carlos J. Andres

Committee Member

Exhibit A

Par 3 Aerial View

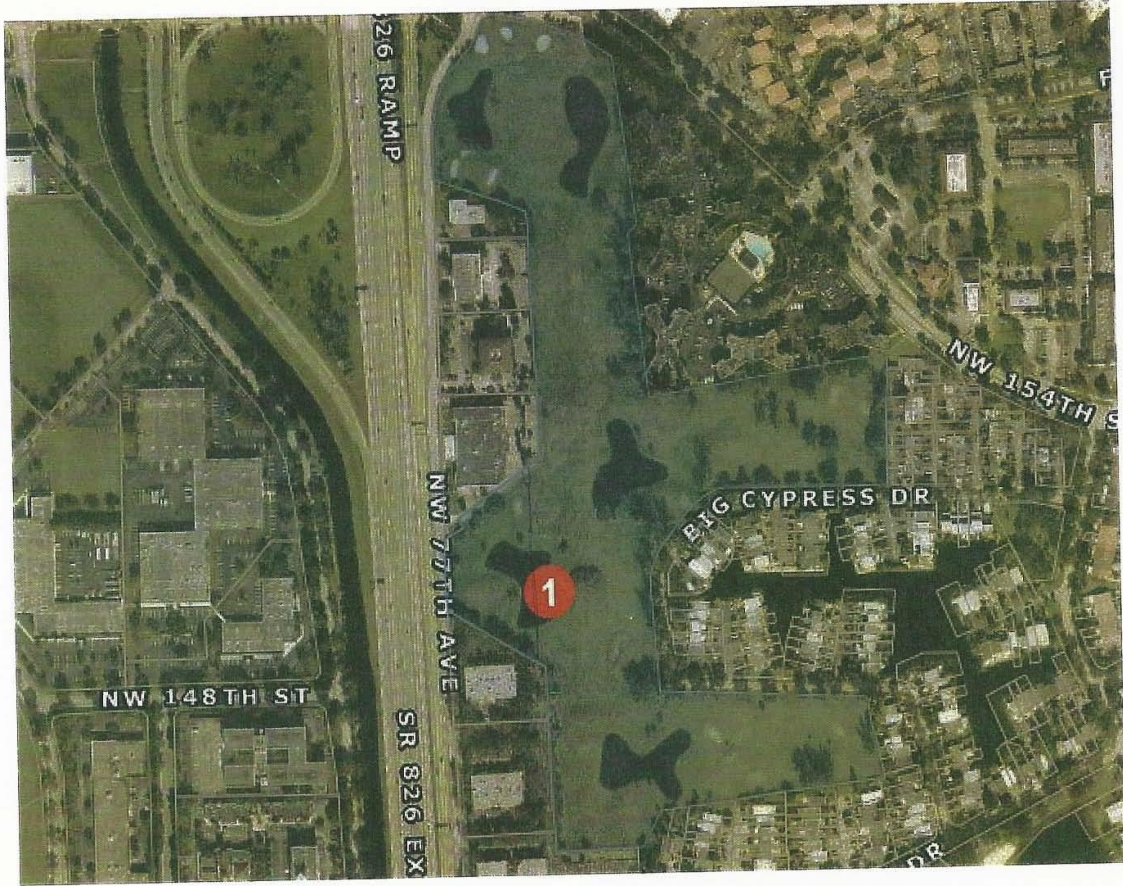


Exhibit B

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SOR216-11"

23-52-40
2-172-20
Sengra

RESTRICTIVE COVENANT

TRACTS E, F, G, and H,
MIAMI LAKES GOLF COURSE OFFICES
Plat Book 114, Page 60

and

PAR 3 GOLF COURSE

THIS INSTRUMENT is executed as of this 26th day of June, 1980, by THE SENGRA CORPORATION, a Florida corporation, hereinafter called "Sengra," in favor of DADE COUNTY, a political subdivision of the State of Florida, acting through the Metropolitan Dade County Board of County Commissioners.

WHEREAS:

A. Sengra has applied to Dade County for public hearing approvals under Hearing No. 80-5-1 relating to Tracts B, C and D of Miami Lakes Golf Course Offices, according to the plat thereof, as recorded in Plat Book 114, Page 60, of the Public Records of Dade County, Florida.

B. Sengra is the owner of the fee simple title to Tracts E, F, G, and H, of said Miami Lakes Golf Course Offices, and of the property described on Exhibit A, attached to and made a part of this instrument (the "Par 3 Golf Course").

C. If the public hearing approvals referred to in paragraph A are granted, Sengra desires to give Dade County certain assurances, confirmed in writing as contained herein, and given freely and voluntarily, with respect to said Tracts E, F, G, and H and the Par 3 Golf Course.

NOW, THEREFORE, in consideration of the premises, Sengra for itself and its successors and assigns, hereby covenants as follows:

1. No driveway or public or private road shall ever connect said Tract H with the right-of-way of Twin Sabal Drive (which right-of-way abuts Tract H on the easterly boundary thereof), as shown on the plat of Miami Lakes Golf Course Village, Plat Book 84, Page 7, or Miami Lakes Section Seven, Plat Book 84, Page 34.

The Instrument Was Prepared By
ALBERT D. QUENTEL
OF THE LAW FIRM OF
GREENBERG, TRAUER, HOFFMAN,
LIPOFF, QUENTEL & WOLFF, P.A.
1401 Brickell Avenue
Miami, Florida 33131

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Exhibit B (Continued)

Doc 10844 7428

2. No connection by public road or private drive shall ever be made between the Palmetto Frontage Road, as shown on the plat of Miami Lakes Golf Course Offices, and said right-of-way of Twin Sabal Drive, or the right-of-way of Big Cypress Drive as shown on said plat of Miami Lakes Golf Course Village, through any portion of said Tract H or Tracts E, F, or G.

3. On said Tracts E, F, G, and H, no building shall be taller than two stories but not to exceed 24 feet above finished grade. This provision shall be contained in a deed restriction when the land is conveyed.

4. No use of the Par 3 Golf Course shall be made other than as a golf course or as other open recreational space (those uses which do not require a public hearing pursuant to Metropolitan Dade County Code Section 33-13), the precise use to be determined from time to time by Sengra in its sole discretion. No road shall be constructed through the Par 3 Golf Course connecting with any of said Miami Lakes Golf Course Offices tracts.

5. As to said Tracts E, F, and G and as to said Tract H, less the park referred to in paragraph 6, or if the park is not accepted by Dade County, then as to all of said Tract H, a decorative wall of masonry, reinforced concrete, precast concrete, or like material that will be compatible with the main structure to be erected on the respective parcel, which wall shall be five feet in height, shall be erected along the east property lines, subject to such setback requirements from the east property lines as may be applicable.

6. Sengra shall dedicate to Dade County, subject to acceptance of such dedication by Dade County, a public park within the easterly 50 feet of said Tract H, such park to be of such size and configuration as determined by Sengra and Dade County, and to be maintained as part of the Miami Lakes Parks and Street Lighting Improvement District.

7. This agreement shall not become effective unless and until the County Commission of Dade County approves in full

Exhibit B (Continued)

10844 T429

Sengra's application under Hearing No. 80-5-1 (and if said approval is appealed to the courts, then until a final judicial determination that said approvals are upheld). Upon its becoming effective, this agreement shall constitute a covenant running with the title to said Tracts E, F, G, and H, and said Par 3 Golf Course, binding upon Sengra and its successors and assigns. This agreement may be modified, amended, derogated, cancelled or terminated by the then owner of the land to be released and Sengra and the Metropolitan Dade County Zoning Appeals Board or County Commission, after public hearing, acting through the Director of the Metropolitan Dade County Building and Zoning Department, or his successor in office or in function.

EXECUTED as of the date first above written.

Signed in the presence of: THE SENGRA CORPORATION

Robert L. Rawls
Sylvia B. Cord

By *Robert L. Rawls*
President



STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me, this 2nd day of July, 1980, by ROBERT L. RAWLS, President of THE SENGRA CORPORATION, a Florida corporation, on behalf of the corporation.

Sylvia B. Cord
Notary Public, State of Florida at Large
My commission expires: December 13, 1984



JOINDER BY MORTGAGEE

FINANCIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, formerly known as Miami Beach Federal Savings and Loan Association, a United States corporation ("Financial"), is the holder of the following mortgages encumbering the Par 3 Golf Course and recorded in the Public Records of Dade County, Florida:

Exhibit C



June 10, 2014

Katya Lysak, CPRP
Leisure Services Manager
Department of Community and Leisure Services
Town of Miami Lakes
6601 Main St.
Miami Lakes, FL 33014

Dear Ms. Lysak:

This letter is being sent at your request as a follow-up to my May 7, 2014 email to you.

Attached to this letter is a screen shot from Google Earth showing the approximate location of the four FPL transmission lines that cross the site of interest to Miami Lakes. The voltage of the three westernmost lines (red) is 230 kilovolts (230 kV) and the voltage of the eastern line is 138 kilovolts (138 kV.)

On the afternoon of March 18 I took magnetic field readings directly underneath the transmission lines and at the approximate eastern edge of the FPL easement while walking along the sidewalk along the south side of NW 154 St. Please see the black dots on the exhibit for the points of measurement underneath the lines:

1. 34.5 milligauss
2. 37.8 milligauss
3. 22.0 milligauss
4. 6.0 milligauss

Approximate eastern edge of FPL right-of-way: 3.2 milligauss.

You may recall from our presentation to the committee that evening that the maximum magnetic field limit called out in F. A. C. 62-814 (at the edge of the right-of-way) is 150 milligauss.

Please call me if you have any other questions.

A handwritten signature in black ink that reads "Daniel Hronec".

Sincerely,
Daniel Hronec, P.E.
Transmission and Substation
Florida Power & Light Company

Exhibit C (Continued)

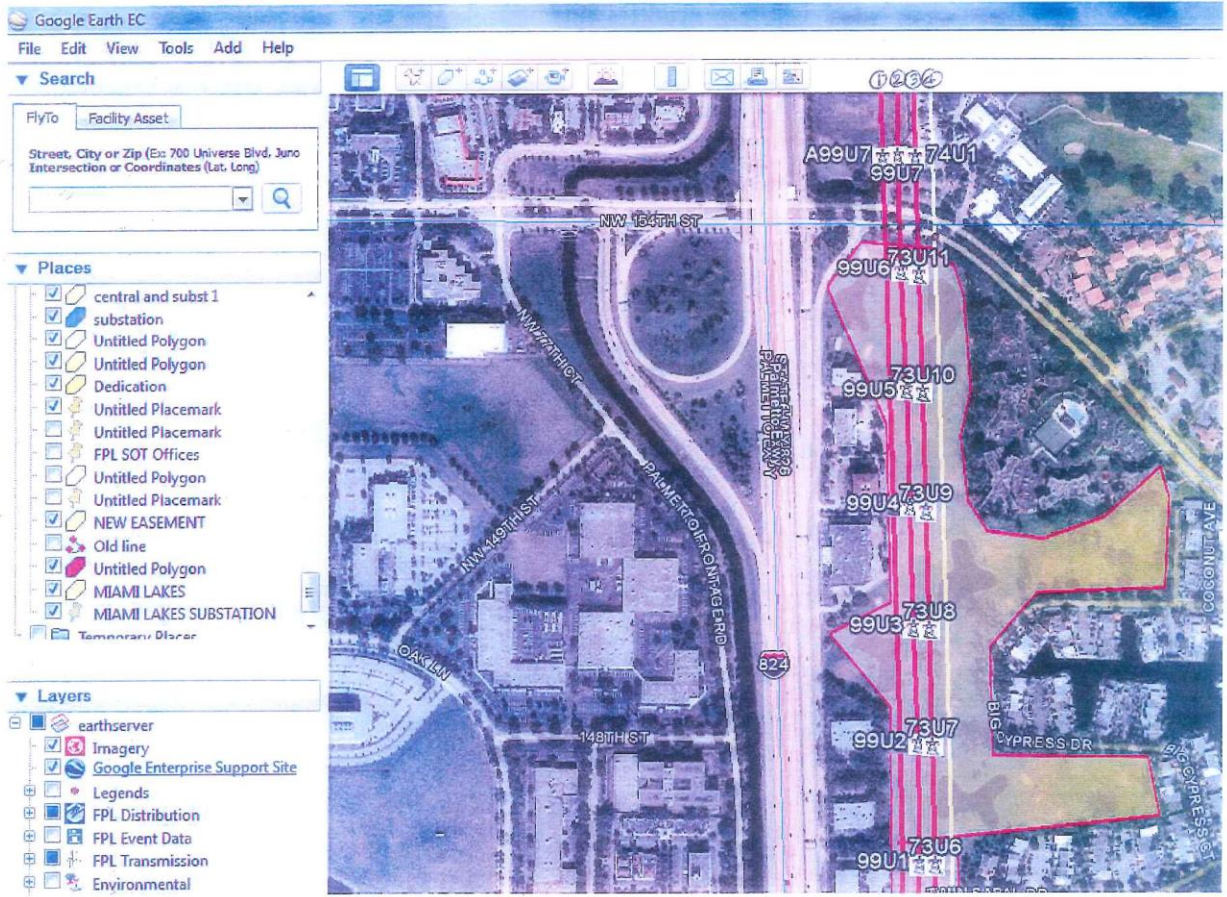


Exhibit D

Medium Activity Level Activities

Bike Riding

Outdoor Exercise Stations

Low Activity Level Activities

Photography

Sunbathing

Reading

Hiking/Jogging

Arboretum

Bird Watching

Sculpture Gardening/Art Installation

Healing/Mediation Garden

Butterfly Garden

Walking

Nature Based Programs