

Memorandum



Date: October 10, 2006

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(P)(1)(C)

From: George M. Burgess
County Manager

Subject: Resolution Accepting Counteroffers in an Amount of \$520,820 for Parcel R-1 Located at 2440 NW 41 Street and Parcel R-2 Located at 2432 NW 41 Street for the Acquisition of Property Needed as Part of the Miami Intermodal Center (MIC)/Earlington Heights Metrorail Connector

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the County Manager to accept counteroffers of \$520,820, inclusive of \$40,820 in attorney and expert fees, from Vernetta D. Lovett for Parcel R-1 located at 2440 NW 41 Street and Norman J. Gregory for Parcel R-2 located at 2432 NW 41 Street, for the acquisition of property needed as part of the Miami Intermodal Center (MIC)/Earlington Heights Metrorail Connector.

BACKGROUND

The acquisition of Parcel R-1 (located at 2440 NW 41 Street) and Parcel R-2 (located at 2432 NW 41 Street) is necessary as part of the Metrorail Corridor expansion project linking the MIC to the Earlington Heights Metrorail Station. This project is a vital component of the People's Transportation Plan (PTP) approved by the Miami-Dade County electorate on November 5, 2002.

On March 7, 2006, the BCC approved Resolution No. R-280-06 which authorized the employment of appraisers and procurement of environmental audits necessary for the project. Independent appraisals for R-1 and R-2 were subsequently conducted. Purchase offers in the amount of the appraised values were submitted to the property owners as follows: for R-1, \$175,000 for the value of the land and up to \$94,000 for replacement housing benefits for a total of \$269,000; for R-2, \$183,000 for the value of the land and up to \$116,000 for replacement housing benefits for a total of \$299,000.

The offers were not accepted by the owners; therefore, counteroffers of \$240,000 and an additional \$20,410 in attorney and expert fees were made in lieu of replacement housing benefits for each of the parcels. Although this settlement is less than the County's initial offer to the homeowners which totaled \$568,000, the settlement avoids burdening the homeowners with having to purchase a more expensive home as would otherwise be the case in order to be eligible for replacement housing benefits. It is recommended that the counteroffers be accepted as it limits the County's exposure to \$520,820, which results in a cost savings to the County and is in the best interest of both the residents and the County. The legal descriptions of the properties being acquired are shown in Exhibit "A" and illustrated in Exhibit "B". The counteroffers are attached and shown as Exhibit "C".

FISCAL IMPACT

The fiscal impact to the County is \$520,820. The acquisition of property as well as the services previously procured are necessary for the aforementioned project and are funded through a combination of the \$100 million awarded by the State of Florida towards this project and proceeds from the Charter County Transit System Surtax. The MIC/Earlington Heights Connector is a priority corridor which is budgeted as part of the PTP.

Assistant County Manager

8/30/06
Date

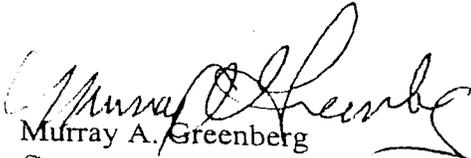


MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: October 10, 2006

FROM: 
Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(C)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Agenda Item No. 8(P)(1)(C)

Veto _____

10-10-06

Override _____

RESOLUTION NO. _____

RESOLUTION ACCEPTING COUNTEROFFERS IN AN AMOUNT OF \$520,820 FOR PARCEL R-1 LOCATED AT 2440 NW 41 STREET AND PARCEL R-2 LOCATED AT 2432 NW 41 STREET FOR THE ACQUISITION OF PROPERTY NEEDED AS PART OF THE MIAMI INTERMODAL CENTER (MIC)/EARLINGTON HEIGHTS CONNECTOR

WHEREAS, this 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 this Board hereby accepts counteroffers in Exhibit "C" attached hereto and made a part hereof, from Vernetta D. Lovett as seller of Parcel R-1 and Norman J. Gregory as seller of Parcel R-2 which are needed for Project No. 2004-0676 also known as the Miami Intermodal Connector/Earlington Heights Metrorail Connector, more specifically described in Exhibit "A" and shown on the parcel sketches in Exhibit "B"; and authorizes the County Manager to acquire said land in fee simple title.

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

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Jose "Pepe" Diaz
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of October, 2006. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency 
Bruce Libhaber

By: _____
Deputy Clerk

Miami-Dade County
Public Works Dept.

EXHIBIT "A"
Earlington Heights-MIC Connector
advanced acquisition; willing sale

Parcel No. R1: Lot 10 and 11, CHESLEY HIGHLANDS, according to the plat thereof recorded in Plat Book 26 at Page 77 of the Public Records of Miami-Dade County, Florida

Approved as to description
Date 8/23/06
C.D.S.

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Miami-Dade County
Public Works Dept.

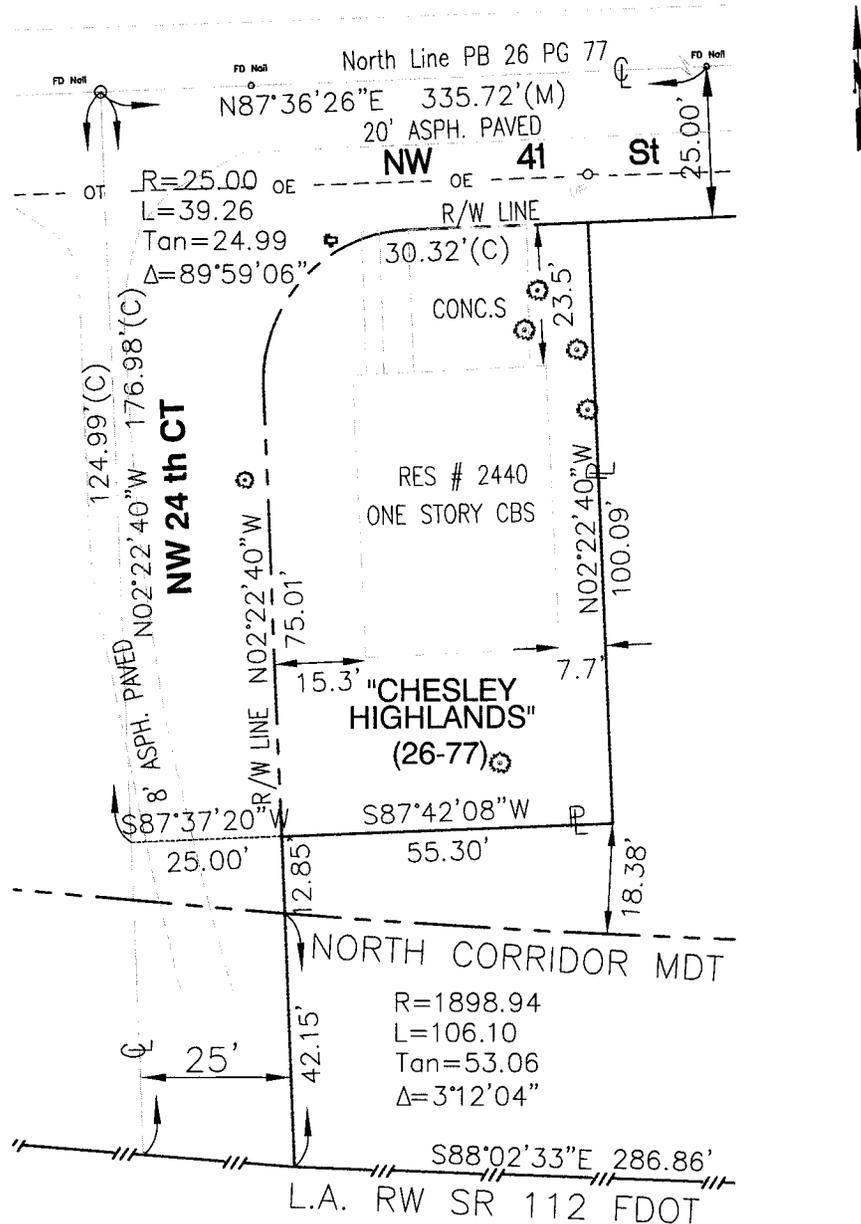
EXHIBIT "A"
Earlington Heights-MIC Connector
Advanced acquisition; willing sale

Parcel No. R2: Lots 8 and 9, CHESLEY HIGHLANDS, according to the plat thereof recorded in Plat Book 26 at Page 77 of the Public Records of Miami-Dade County, Florida.

Approved as to description

Date 8/22/06

C.D.S.



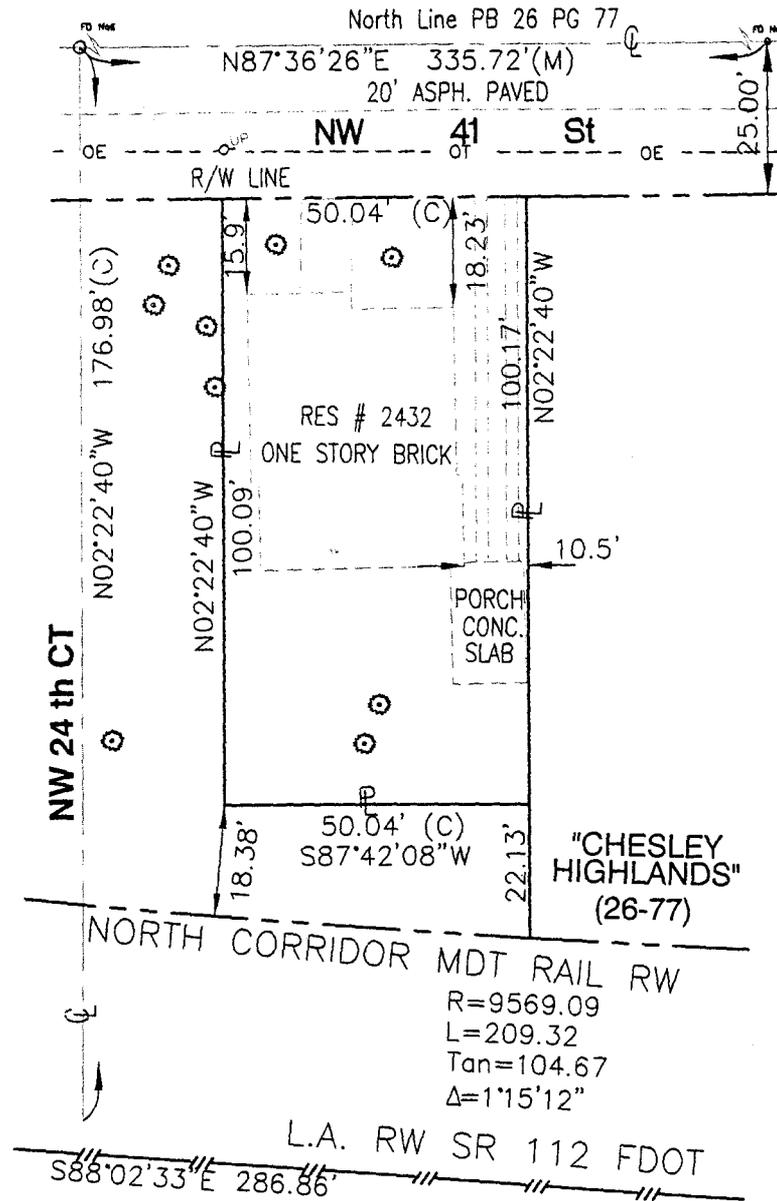
LEGEND

- EXISTING EDGE OF PAVEMENT
- PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- CENTER LINE
- WOOD POLE FENCE
- EXISTING 2' CURB & GUTTER
- SECTION LINE
- CHAIN LINK FENCE
- WOOD FENCE
- AREA TO BE ACQUIRED

Area of Parcel = 5,396 square-feet = 0.124 acres
 Area of Parent Tract = 5,396square-feet = 0.124acres
 Ref. Fieldbook No.
 Sec. 22-53-41
 Folio No: 30-3122-019-0030

		MIAMI-DADE COUNTY PUBLIC WORKS DEPT. RIGHT OF WAY DIVISION ENGINEERING SECTION	
		PARCEL SKETCH	EARLINGTON HEIGHTS-MIC CORRIDOR PARCEL NO. R1

Exhibit "B"



LEGEND

- EXISTING EDGE OF PAVEMENT
- PROPERTY LINE
- - - PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- CENTER LINE
- WOOD POLE FENCE
- EXISTING 2' CURB & GUTTER
- SECTION LINE
- CHAIN LINK FENCE
- WOOD FENCE
- AREA TO BE ACQUIRED

Area of Parcel = 5,004 square-feet = 0.115 acres
 Area of Parent Tract = 5,004square-feet = 0.115acres
 Ref. Fieldbook No.
 Sec. 22-53-41
 Folio No: 30-3122-019-0030

		MIAMI-DADE COUNTY PUBLIC WORKS DEPT. RIGHT OF WAY DIVISION ENGINEERING SECTION	
		PARCEL SKETCH	EARLINGTON HEIGHTS-MIC CORRIDOR PARCEL NO. R2

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CONTRACT FOR SALE AND PURCHASE

Earlington Heights-MIC Connector
Folio No. 30-3122-019-0020

This **Contract for Sale and Purchase** is entered into as of the _____ day of _____ 2006, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose post office address is 111 N.W. 1st Street, Suite 1610, Miami, Florida 33128-1970, hereinafter referred to as "Buyer" and **Norman James Gregory**, whose post office address is 2432 NW 41st Street, Miami, Florida 33142-4536, hereinafter referred to as "Seller".

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

1. **REALTY.** Seller agrees to sell to Buyer that certain real property comprising approximately 0.124 acres of real property and more specifically described and shown in **Exhibit "A", and Exhibit "B"**, which will be legally described by a certified boundary survey prior to closing; together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, and other rights appurtenant to real property, if any, and all buildings, fixtures, and other improvements thereon, if any, except the utility shed, 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 benefiting the real property, if any. (All of the foregoing being referred to as the "Property").
2. **PURCHASE PRICE.** Buyer agrees to pay a purchase price of **\$240,000.00 (Two Hundred Forty Thousand and .00/1.00 Dollars)**, exclusive of all previously dedicated rights of way, if any. The said price will be paid at closing by Miami-Dade County check for the Property referenced in "Exhibit A and Exhibit B" herein.
3. **This Agreement is in lieu of any replacement housing allowance. Seller, however, is entitled to receive his moving costs, and other incidental costs that he may be entitled as provided under the Federal Uniform Relocation Act and 49 CFR Part 24, pursuant to the sale of his property for the Buyer's Earlington Heights Metrorail Project.**
4. **INTEREST CONVEYED.** Seller is the recorded owner of the fee simple title to the subject Property, and agrees to convey good, marketable and insurable title by Warranty Deed.
5. **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, if any, in escrow with the Dade County Tax Collector.

6. TITLE INSURANCE. Buyer shall, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and Buyer shall 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 in the amount of the purchase price. Said policy shall show a good, marketable and insurable title to the Property in the Seller's name. In addition, the policy shall insure title to the Property for the period between closing and recording of the warranty deed. Buyer shall have ten (10) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to the Seller. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure defects **as to ownership**. 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.

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

- a) Hazardous Materials: Buyer shall, at its own cost and expense, and at least 30 days prior to the date of closing, obtain a Letter of Current Enforcement Status of the Property by the Dade County Department of Environmental Resources Management (DERM) and conduct any tests required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste; it shall also include solid waste or debris of any kind. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Property, Buyer may elect to terminate this Contract and both Buyer and Sellers shall be released from all further obligations hereunder.
- b) Structure and Systems: At least 30 days prior to the date of closing, Buyer shall, at Buyer's expense, have a certified general contractor or engineer make inspections which Buyer deems necessary to determine the condition of all structures and systems, including roof, exterior walls, foundation, major appliances, electrical, HVAC, plumbing, and sewer, septic and well systems, parking lot and fences on the Property.
- c) Wood Destroying Organism Inspection: "Wood destroying organism" means arthropod or plant life, which may damage the wood in a structure, as defined in F.S. 482.02. At least 30 days prior to the date of closing, BUYER shall, at BUYER'S expense, have the Property inspected by a Florida-Licensed pest control business to determine the presence in the improvements of past or present infestation and damage caused by infestation.

8. SURVEY. No later than 30 days prior to the closing date Buyer shall obtain at its sole cost and expense, a current certified survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to Buyer and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Buyer and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy.
9. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property.
10. CLOSING. The closing of this transaction shall be completed within 180 days of the execution of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein.
11. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary by Buyer's and Seller' attorneys to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract.
12. **ATTORNEY'S FEES AND REASONABLE COSTS.** Buyer shall pay Seller's reasonable attorney's fees in the amount of \$18,810.00 (Eighteen Thousand Eight Hundred Ten and .00/1.00 Dollars) pursuant to Section 73.092(1) of the Florida Statutes, and \$1,600.00 (One Thousand Six Hundred and .00/1.00 Dollars) for appraisal fees pursuant to Section 73.091(1) of the Florida Statutes.
13. EXPENSES. Buyer shall be responsible for recording fees on the Warranty Deed. Buyer shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed, if any.
14. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Property.
15. POSSESSION. Seller shall deliver possession of the Property and keys to all locks, if any, to the Buyer at closing.
16. DEFAULT. If Seller defaults under this Contract, Buyer may waive the default and proceed with closing or seek specific performance. If Buyer defaults under this Contract, Seller may waive the default and proceed with closing, or seek specific performance.
17. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto.
18. RIGHT TO ENTER PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful 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 within and to the extent of all limitations of Section 768.28, Florida Statutes. **Any damages shall be paid by the Buyer.**

19. 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.

20. 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.

21. EFFECTIVENESS. The effectiveness of this Contract is contingent upon a public hearing approval pursuant to Section 33-303 of the Code of Miami-Dade County, if required, and approval by the Florida Department of Transportation or the Federal Transit Agency, if required. Further, it shall be understood that since proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for all or some part of the cost of this project, no approval of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until the following have occurred: 1) the County Commission approves this contract, and such approval becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and 2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its approval by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. The date of such approval of the Contract by Buyer as set forth above is the Effective Date of this Contract. Buyer agrees to promptly deliver the Buyer executed Contract within ten (10) days of the Effective Date.

22. NOTICE. All communications regarding this transaction shall be directed to:

as to Buyer: John M. White
 Miami-Dade County
 Public Works Department
 111 N.W. 1 Street, Suite 1610
 Miami, FL 33128-1970

as to Seller: **Peter D. Waldman, Esquire**
 Lukacs & Lukacs, P.A.
 1825 Coral Way, Suite 102
 Miami, FL 33145-2730

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

BUYER:

MIAMI-DADE COUNTY

By: _____
County Manager

DATE: _____

ATTEST:

By: _____
Clerk

Approved as to form
and legal sufficiency.

Assistant County Attorney

The foregoing was accepted and approved on the _____ day of _____, 200__ , by Resolution No. _____ of the Board of County Commissioners of Dade County, Florida.

Signed, sealed and delivered in the presence of:

Witness: [Signature]

Witness Print Name: Barbara Delgado

Witness: [Signature]

Witness Print Name: Gisel Gonzalez

SELLER:

[Signature]
Norman James Gregory

STATE OF Florida
COUNTY OF Miami-Dade

I HEREBY CERTIFY, that on this 7th day of AUGUST, 2006, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Norman James Gregory**, personally known to me, or proven, by producing the following identification: FL Driver License to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami, in the County and State aforesaid, on this, the 7th day of AUGUST 2006.



Barbara C Delgado
My Commission DD367243
Expires October 31, 2009

[Signature]
Notary Public
Barbara Delgado
Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____
My Commission expires: _____

CONTRACT FOR SALE AND PURCHASE

**Earlington Heights-MIC Connector
Folio No. 30-3122-019-0030**

This **Contract for Sale and Purchase** is entered into as of the _____ day of _____ 2006, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose post office address is 111 N.W. 1st Street, Suite 1610, Miami, Florida 33128-1970, hereinafter referred to as "Buyer" and **Vernetta Ann Demeritte, a/k/a, Vernetta D. Lovett**, a single woman, whose post office address is 2440 NW 41st Street, Miami, Florida 33142-4536, hereinafter referred to as "Seller".

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

1. **REALTY.** Seller agrees to sell to Buyer that certain real property comprising approximately 0.124 acres of real property and more specifically described and shown in **Exhibit "A", and Exhibit "B"**, which will be legally described by a certified boundary survey prior to closing; together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, and other rights appurtenant to real property, if any, and all buildings, fixtures, and other improvements thereon, if any, except the utility shed, 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 benefiting the real property, if any. (All of the foregoing being referred to as the "Property").
2. **PURCHASE PRICE.** Buyer agrees to pay a purchase price of **\$240,000.00 (Two Hundred Forty Thousand and .00/1.00 Dollars)**, exclusive of all previously dedicated rights of way, if any. The said price will be paid at closing by Miami-Dade County check for the Property referenced in "Exhibit A and Exhibit B" herein.
3. **This Agreement is in lieu of any replacement housing allowance. Seller, however, is entitled to receive her moving costs, and other incidental costs that she may be entitled as provided under the Federal Uniform Relocation Act and 49 CFR Part 24, pursuant to the sale of her property for the Buyer's Earlington Heights Metrorail Project.**
4. **INTEREST CONVEYED.** Seller is the recorded owner of the fee simple title to the subject Property, and agrees to convey good, marketable and insurable title by Warranty Deed.
5. **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

6. TITLE INSURANCE. Buyer shall, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and Buyer shall 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 in the amount of the purchase price. Said policy shall show a good, marketable and insurable title to the Property in the Seller's name. In addition, the policy shall insure title to the Property for the period between closing and recording of the warranty deed. Buyer shall have ten (10) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to the Seller. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure defects **as to ownership**. 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.

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

- a) Hazardous Materials: Buyer shall, at its own cost and expense, and at least 30 days prior to the date of closing, obtain a Letter of Current Enforcement Status of the Property by the Dade County Department of Environmental Resources Management (DERM) and conduct any tests required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste; it shall also include solid waste or debris of any kind. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Property, Buyer may elect to terminate this Contract and both Buyer and Sellers shall be released from all further obligations hereunder.
- b) Structure and Systems: At least 30 days prior to the date of closing, Buyer shall, at Buyer's expense, have a certified general contractor or engineer make inspections which Buyer deems necessary to determine the condition of all structures and systems, including roof, exterior walls, foundation, major appliances, electrical, HVAC, plumbing, and sewer, septic and well systems, parking lot and fences on the Property.
- c) Wood Destroying Organism Inspection: "Wood destroying organism" means arthropod or plant life, which may damage the wood in a structure, as defined in F.S. 482.02. At least 30 days prior to the date of closing, BUYER shall, at BUYER'S expense, have the Property inspected by a Florida-Licensed pest control business to determine the presence in the improvements of past or present infestation and damage caused by infestation.

8. SURVEY. No later than 30 days prior to the closing date Buyer shall obtain at its sole cost and expense, a current certified survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to Buyer and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Buyer and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy.

9. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property.

10. CLOSING. The closing of this transaction shall be completed within 180 days of the execution of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein.

11. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary by Buyer's and Seller' attorneys to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract.

12. ATTORNEY'S FEES AND REASONABLE COSTS. Buyer shall pay Seller's reasonable attorney's fees in the amount of \$18,810.00 (Eighteen Thousand Eight Hundred Ten and .00/1.00 Dollars) pursuant to Section 73.092(1) of the Florida Statutes, and \$1,600.00 (One Thousand Six Hundred and .00/1.00 Dollars) for appraisal fees pursuant to Section 73.091(1) of the Florida Statutes.

13. EXPENSES. Buyer shall be responsible for recording fees on the Warranty Deed. Buyer shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed, if any.

14. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Property.

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

16. DEFAULT. If Seller defaults under this Contract, Buyer may waive the default and proceed with closing or seek specific performance. If Buyer defaults under this Contract, Seller may waive the default and proceed with closing, or seek specific performance.

17. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto.

18. RIGHT TO ENTER PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful 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 within and to the extent of all limitations of Section 768.28, Florida Statutes. **Any damages shall be paid by the Buyer.**

19. 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.

20. 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.

21. EFFECTIVENESS. The effectiveness of this Contract is contingent upon a public hearing approval pursuant to Section 33-303 of the Code of Miami-Dade County, if required, and approval by the Florida Department of Transportation or the Federal Transit Agency, if required. Further, it shall be understood that since proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for all or some part of the cost of this project, no approval of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until the following have occurred: 1) the County Commission approves this contract, and such approval becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and 2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its approval by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. The date of such approval of the Contract by Buyer as set forth above is the Effective Date of this Contract. Buyer agrees to promptly deliver the Buyer executed Contract within ten (10) days of the Effective Date.

22. NOTICE. All communications regarding this transaction shall be directed to:

as to Buyer: John M. White
 Miami-Dade County
 Public Works Department
 111 N.W. 1 Street, Suite 1610
 Miami, FL 33128-1970

as to Seller: **Peter D. Waldman, Esquire**
 Lukacs & Lukacs, P.A.
 1825 Coral Way, Suite 102
 Miami, FL 33145-2730

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

BUYER:

MIAMI-DADE COUNTY

ATTEST:

By: _____
Clerk

By: _____
County Manager

DATE: _____

Approved as to form
and legal sufficiency.

Assistant County Attorney

The foregoing was accepted and approved on the _____ day of _____, 200__ , by Resolution No. _____ of the Board of County Commissioners of Dade County, Florida.

Signed, sealed and delivered in the presence of:

Witness: [Signature]

Witness Print Name: Barbara Delgado

Witness: [Signature]

Witness Print Name: Gisel Gonzalez

SELLER:

[Signature]

**Vernetta Ann Demeritte,
a/k/a, Vernetta D. Lovett**

STATE OF Florida
COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 7th day of August, 2006, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Vernetta Ann Demeritte, a/k/a, Vernetta D. Lovett**, personally known to me, or proven, by producing the following identification: FL Driver License to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami, in the County and State aforesaid, on this, the 7th day of August, 2006.



Barbara C Delgado
My Commission DD367243
Expires October 31, 2008

[Signature]

Notary Public
Barbara Delgado

Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____
My Commission expires: _____