

# Memorandum

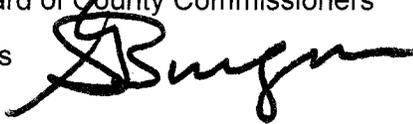
MIAMI-DADE  
COUNTY

**Date:** November 28, 2006

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

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

**From:** George M. Burgess  
County Manager



**Subject:** Resolution Accepting a Counteroffer in the Amount of \$59,000 for Acquisition of Parcel R-5 Located at 4023 NW 23 Court Needed as Part of the Miami Intermodal Center(MIC)/ Earlington Heights Metrorail Connector

## RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) adopt the attached resolution approving the Contract for Sale and Purchase and the corresponding Addendum in the amount of \$59,000 between Miami-Dade County and Jeg Home Investment, Inc., a Florida Corporation, for Parcel R-5 located at 4023 NW 23<sup>rd</sup> Court, Miami, Florida, needed for construction of the Miami Intermodal Center (MIC)/Earlington Heights Metrorail Connector. Proceeds from the Charter County Transit System Sales Surtax (the Surtax) will be used to fund this project, therefore, approval by the BCC and Citizen's Independent Transportation Trust (CITT) is required.

## BACKGROUND

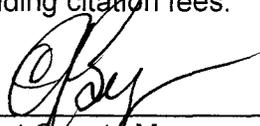
The acquisition of parcel R-5, legally described in Exhibit "A" and depicted in Exhibit "B", is necessary as part of the Metrorail Corridor expansion project linking the MIC to the Earlington Heights Metrorail Station. This project is a vital component of the People's Transportation Plan (PTP) approved by the Miami-Dade County electorate on November 5, 2002.

On March 7, 2006, the BCC approved Resolution No. R-280-06, authorizing the employment of appraisers and the procurement of environmental audits necessary for this project. An appraisal of Parcel R-5 was subsequently conducted and a purchase offer in the amount of the appraised value (\$59,000) was submitted to the owner of this parcel. The owner accepted the offer contingent on the County voiding approximately \$30,000 in outstanding Team Metro citations for lot clearing. After a period of negotiations, Team Metro accepted \$13,781.68 as the settlement amount to satisfy the outstanding citations which covers lot clearing expenses and administrative fees associated with the violations on this property. The remaining citation balance being waived by Team Metro represents accrued interest and penalties. Consequently, a counter offer was extended and accepted, resulting in the executed contract denoted in Exhibit "C" and Addendum as Exhibit "D". The purchase price remains \$59,000 for the parcel and the seller will pay at closing the sum of \$13,781.68 to satisfy the outstanding Team Metro citations and lot clearing charges.

This property is being purchased in lieu of condemnation. However, the County reserves the right to file a condemnation action to secure clear fee simple marketable title to the property against any and all known or unknown persons who may claim any interest whatsoever in and to the property.

## FISCAL IMPACT

The fiscal impact to the County for the purchase of the parcel is \$59,000. A combination of funds from the \$100 million awarded by the State of Florida towards this project and proceeds from the Surtax will be used in the acquisition of the subject property. Team Metro will also recover \$13,781.68 in outstanding citation fees.

  
Assistant County Manager

9/28/06  
Date



# MEMORANDUM

(Revised)

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

**DATE:** November 28, 2006

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 8(P)(1)(L)

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)(L)

Veto \_\_\_\_\_

11-28-06

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ACCEPTING A COUNTEROFFER IN THE AMOUNT OF \$59,000 FOR ACQUISITION OF PARCEL R-5 LOCATED AT 4023 NW 23 COURT, MIAMI, FLORIDA, NEEDED AS PART OF THE MIAMI INTERMODAL CENTER (MIC)/EARLINGTON HEIGHTS METRORAIL CONNECTOR

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

**WHEREAS**, on November 5, 2002, Miami-Dade County voters overwhelmingly supported the People’s Transportation Plan (PTP); and

**WHEREAS**, the Miami Intermodal Center/Earlington Heights Metrorail Station Connector is a vital component of the PTP,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby authorizes the County Manager or his designee to execute the Contract for Sale and Purchase and the Addendum to this contract, between Miami-Dade County and Jeg Home Investment, Inc., a Florida corporation, in substantially the form attached hereto and made a part hereof as Exhibits “C” and “D” respectively, for Parcel R-5, Project No. 20040676, more specifically described in Exhibit “A”, and shown on the Location Map in Exhibit “B”; and authorizes the County Manager and the County Attorney to perform all acts necessary to accomplish the acquisition in fee simple of said property for the purposes outlined in the accompanying memorandum and under the terms of said Contract and Addendum, including by eminent domain proceedings and a declaration of taking, if necessary.

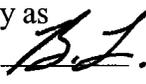
The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

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 28<sup>th</sup> day of November, 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

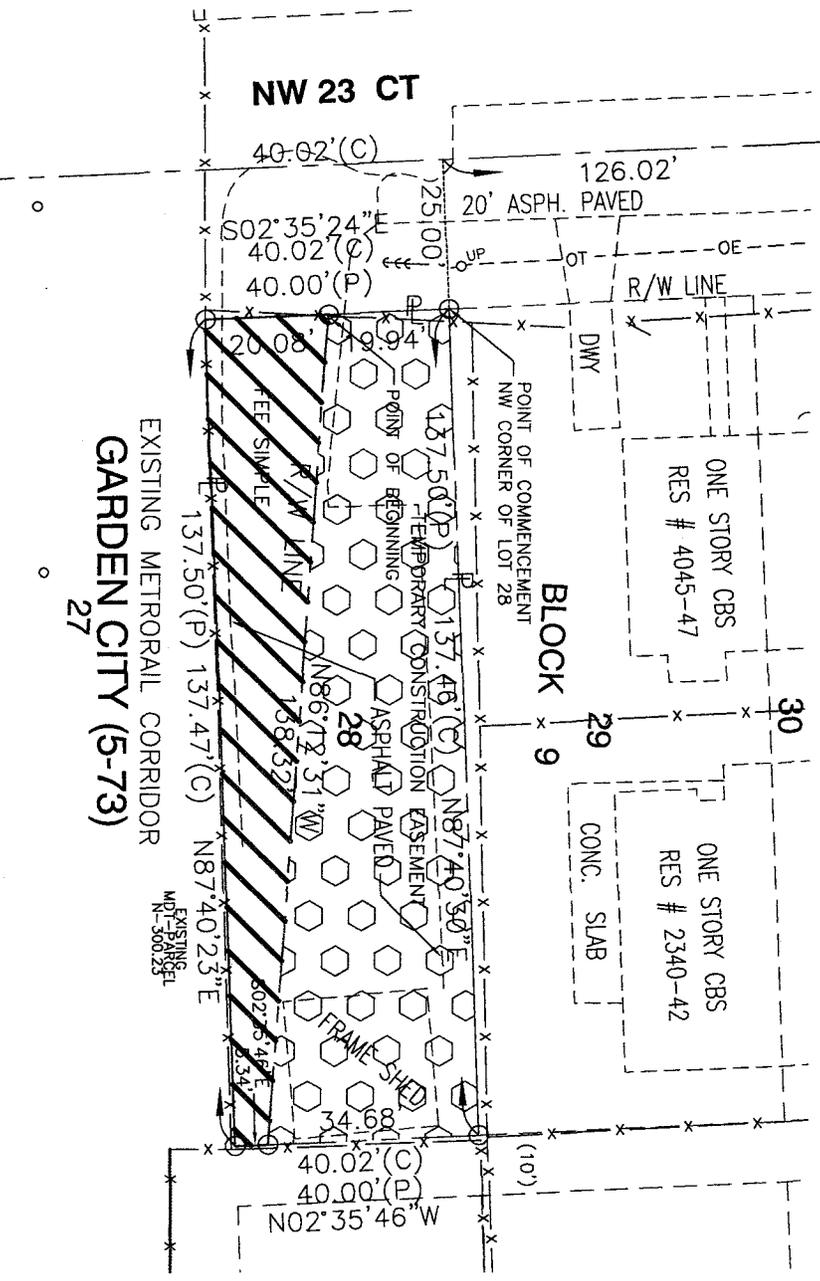
Miami-Dade County  
Public Works Dept.

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

**Parcel No.R5:** Lot 28, in Block 9, GARDEN CITY, according to the plat thereof recorded in Plat Book 5 at Page 73 of the Public Records of Miami-Dade County, Florida.

5

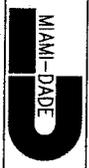
BY WHI  
 C-1 NW 41, S1  
 PLUM Pg 5 PC 73



Area of Temporary Construction Easement = 3,754 Sq.Ft. or 0.086 Acrest  
 Area of Parcel = 1,747 Sq.Ft. or 0.040 Acrest  
 Area of Parent Tract = 5,501 Sq.Ft. or 0.126 Acrest  
 Ref. Topo Survey prepared by ACA dated 08-02-05  
 Job No. 2005667 FPN # E04-MDT-02  
 Folio No: 30-3122-008-2001

Sec. 22-53-41

**PARCEL SKETCH**



MIAMI-DADE COUNTY PUBLIC WORKS DEPT.  
 RIGHT OF WAY DIVISION  
 ENGINEERING SECTION



MIAMI-DADE COUNTY PUBLIC WORKS DEPT.  
 EARRINGTON HEIGHTS-MIC  
 CORRIDOR

SCALE: 1" = 20'  
 CHECKED BY: A. CONNER  
 PREPARED BY: C. SOCARRAS  
 PROJECT 2004-0876 SHEET 1 OF 1

- LEGEND**
- EXISTING EDGE OF PAVEMENT
  - PROPERTY LINE
  - PROPOSED RIGHT-OF-WAY
  - EXISTING RIGHT-OF-WAY
  - CENTER LINE
  - TEMPORARY CONSTRUCTION EASEMENT
  - FEE PARCEL TO BE ACQUIRED
  - WOOD POLE FENCE
  - EXISTING 2' CURB & GUTTER
  - SECTION LINE
  - CHAIN LINK FENCE
  - WOOD FENCE

**Exhibit "B"**

## CONTRACT FOR SALE AND PURCHASE

### Earlington Heights-MIC Connector Folio No. 30-3122-008-2001

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, hereinafter referred to as "Buyer" and **Jeg Home Investment, Inc.**, c/o Evangelina Enriquez, President, 5201 S.W. 97th Ct., Miami, FL 33165, 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 0.126 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, 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 **\$59,000.00 (Fifty-Nine Thousand and 00/100 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. **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.
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, if any, in escrow with the Dade County Tax Collector.
5. **TITLE INSURANCE.** Buyer shall, at Seller's own cost and expense and 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. In connection herewith, Seller agrees to provide and pay the cost of recording of all affidavits and other documents as required by the title insurer. 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 the designated defects, including the institution of necessary lawsuits. The Seller hereby agrees to use reasonable diligence to cure said defects including the institution of necessary lawsuits. 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. Seller shall pay all reasonable recording fees for corrective instruments required hereunder. Should the estimated cost to cure said title defect exceed a sum which is equal to 2% of the purchase price as stated in paragraph 2, Seller may elect to terminate this contract and neither party shall have any further obligations under this Contract.

6. 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. Should Buyer elect to proceed with closing, Seller shall, at Seller's sole cost and expense and prior to closing, promptly and diligently commence and complete any and all assessments, clean ups and monitoring of the Property necessary to obtain full compliance with any and all applicable federal, state and local laws, ordinances, rules and regulations and any other applicable governmental restrictions. However, should the estimated cost of clean up of hazardous materials exceed a sum which is equal to 2 % of the purchase price as stated in paragraph 2., Sellers may elect to terminate this contract and neither party shall have any further obligations under this Contract.

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; fences; on the Property. SELLER shall have 30 days from the date SELLER receives BUYER'S written report to obtain repair or replacement estimates from licensed building or general contractor. If the cost to correct the defects does not exceed 2 % of the purchased price ("Structural Repair Limit"), SELLER shall have the defects repaired in a workmanlike manner by an appropriately licensed contractor. If the cost to correct the defects exceeds the Structural Repair Limit, either party may elect to

pay the excess, failing which either party may terminate this Contract.

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. SELLER shall have 30 days from receipt of BUYER'S written report to obtain repair estimates from a licensed building or general contractor and treatment estimates from a licensed pest control business. SELLER shall treat and repair the Property if the cost to do so does not exceed 2% of the purchase price ("Termite Repair Limit"). If the cost of treatment and repair exceeds the Termite Repair Limit, either party may elect to pay the excess, failing which either party may terminate this Contract. If there is no evidence of live infestation and the Property is covered by a full treatment warranty, SELLER shall transfer the warranty to BUYER at closing and shall not be obligated to treat the Property.

SELLER shall deliver the Property to BUYER at the time agreed in its present condition, ordinary wear and tear and repairs made pursuant to this Paragraph excepted, and shall maintain the landscaping and grounds in a comparable condition. Walk-through inspection: BUYER may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises. No new issues may be raised as a result of the walk through.

7. 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. If the survey shows any encroachment on the Property or that any improvements on the Property encroach on the land of others, the same shall be regarded as a title defect. Further, Seller's liability to cure any encroachment shall not exceed 2% of the purchase price referenced in paragraph 2, herein.

8. 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.

9. LIENS. Certified municipal and county liens, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject 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, the Seller shall pay such lien.

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. The precise date, time and place of closing shall be

set by Buyer.

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. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer.
12. **BROKERS.** Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.
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.
14. **LOSS.** All risk of loss to the Property shall be borne by Seller until transfer of title.
15. **ACCESS.** Seller warrants and represents that there is legal ingress and egress to the Property.
16. **POSSESSION.** Seller shall deliver possession of the Property and keys to all locks, if any, to the Buyer at closing.
17. **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.
18. **LITIGATION.** In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.
19. **DISCLOSURE.** Seller warrants that there are no facts known to Seller, which materially affect the value of the Property which has not been disclosed by Seller to Buyer or which are not readily observable to Buyer.
20. **SUCCESSORS IN INTEREST.** This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto.
21. **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.
22. **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.

23. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

24. 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.

25. 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, approval by Federal Transit Agency, if required, and the Effective Date hereof shall be the date of approval hereof by the Miami-Dade County Board of County Commissioners ("Board"), provided no motion to reconsider such approval is made at the next regularly scheduled meeting of said Board. If a motion to reconsider approval hereof is made within such time, then the Effective Date hereof shall be the date of the next regularly scheduled meeting of the Board, at which next regularly scheduled meeting, provided a motion to reconsider has been filed, the Board shall reconsider its prior approval hereof; provided further, however, that such initial Board approval or subsequent reconsideration and approval ratification shall not be effective until the earlier of: a) the date the Mayor of Miami-Dade County indicates approval of such County 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's approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto, which 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 rest within their sole discretion. The date of such approval of the Contract by Buyer as set forth above, along with the execution by the Miami-Dade County Manager and attested by the Clerk of the Board, is the Effective Date of this Contract. Buyer agrees to promptly deliver the Buyer executed Contract within ten (10) days of the Effective Date.

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

as to Buyer: Armando J. Cervera  
Miami-Dade County  
Public Works Department  
111 N.W. 1 Street, Ste 1610  
Miami, FL 33128

as to Seller: Jeg Home Investment, Inc.  
Evangelina Enriquez, President  
5201 S.W. 97th Ct  
Miami, FL 33165

66  
5-1-06  
27. SELLER IS WILLING TO ACCEPT THE PURCHASE PRICE OF 59,000.00 (FIFTY NINE THOUSAND DOLLARS) AND CURE ANY OUTSTANDING VIOLATIONS ISSUED BY MIAMI-DADE COUNTY, TEAM METRO DEPARTMENT, PROVIDED THAT THE BUYER, MIAMI-DADE COUNTY ASSUMES THE PAYMENT IN FULL OF ANY CERTIFIED LIEN IMPOSED BY MIAMI-DADE COUNTY, TEAM METRO DEPARTMENT AT OR BEFORE CLOSING.

IN WITNESS WHEREOF, the Buyer and Sellers 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 Miami-Dade County, Florida.

Witness: *Armanda J. Cervera*  
Print Name: Armanda J. Cervera

Witness: *Francisco Fernandez*  
Print Name: Francisco Fernandez

Seller:

**Jeg Home Investment, Inc.**

By: *Evangelina Enriquez*  
Evangelina Enriquez, President

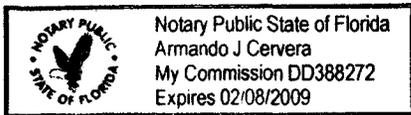
Print Name: Evangelina Enriquez

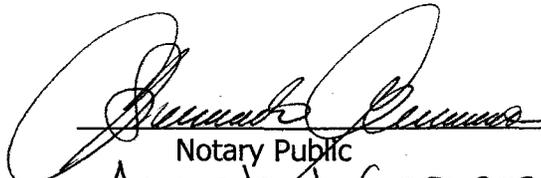
**CORP SEAL**

**STATE OF** Florida  
**COUNTY OF** Miami-Dade

I HEREBY CERTIFY, that on this 1<sup>st</sup> day of May, 2006, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Evangelina Enriquez**, personally known to me, or proven, by producing the following identification: DL E562-200-74-787-0 to be the **President of Jeg Home Investment, Inc.**, a corporation existing under the laws of the State of Florida, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my signature and official seal in the County and State aforesaid, the day and the year last aforesaid.



  
\_\_\_\_\_  
Notary Public  
Armando J. Cervera  
Print Name

NOTARY SEAL / STAMP

Notary Public, State of Florida  
My Commission expires: 2/8/2009

## ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

This is an addendum to Contract for Sale and Purchase dated May 1<sup>st</sup>, 2006, between Jeg Home Investment, Inc., hereinafter referred as to "Seller" and Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred as to "Buyer" to purchase certain real property comprising of approximately 0.126 acres (Folio No. 30-3122-008-2001). Buyer and Seller mutually agreed to the following clauses that shall be incorporated into said mentioned Contract for Sale and Purchase.

1. In order to satisfy outstanding Miami-Dade County, Team Metro Department citations and lot clearing charges, the Seller agrees to pay the Buyer at closing the sum of \$11,874.61 (Eleven thousand eight hundred seventy four and sixty one cents) and Miami-Dade County accepts this amount in lieu of full payment for the following citations and lot clearing charges:
  - a) Citation No. 737800 issued 4/28/2000
  - b) Citation No. 875618 issued 4/08/2002
  - c) Citation No. 875619 issued 4/08/2002
  - d) Citation No. 968123 issued 1/24/2006
  - e) Lot Clearing Invoice No. 202318
2. Seller agrees to pay at closing the sum of \$1,907.07 (One thousand nine hundred seven and 07/100 dollars) for lot clearing expenses as per Lot Clearing Invoice No. 200504002873.
3. Seller will be responsible for any future violations or citations occurring after the date this addendum be signed and notarized, and the closing date.
4. Eminent Domain. This property is being purchased in lieu of condemnation. The County reserves the right to file a condemnation action to secure clear fee simple marketable title to the property against any and all known or unknown persons who may claim any interest whatsoever in and to the property. In the event the County determines that it is in its best interest to acquire title through a condemnation proceeding, Seller expressly consents to such proceeding and agrees not to contest the taking on any ground whatsoever, and to accept the purchase price stated in paragraph 2 of the Contract for Sale and Purchase dated May 1<sup>st</sup>, 2006 as full and just compensation for the taking of the property, including all attorney's fee, costs and special damages, if any.

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

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 Miami-Dade County, Florida.

Witness: [Signature]  
Print Name: Armando J. Cervera

Witness: [Signature]  
Print Name: Patricia L. Nugent

SELLER:

**Jeg Home Investment, Inc.**

By: [Signature]  
Evangelina Enriquez President

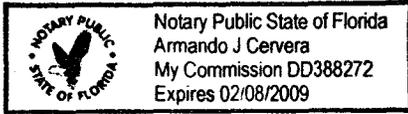
Date: 9/8/06

**CORP SEAL**

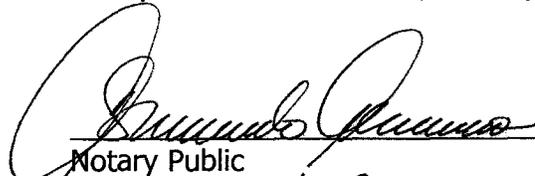
**STATE OF FLORIDA**  
**COUNTY OF Miami-Dade**

I HEREBY CERTIFY, that on this 8<sup>th</sup> day of September, 2006, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Evangelina Enriquez**, personally known to me, or proven, by producing the following identification: DL E 562-200-74-787-0 to be the **President of Jeg Home Investment, Inc.**, a corporation existing under the laws of the State of Florida, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my signature and official seal in the County and State aforesaid, the day and the year last aforesaid.



NOTARY SEAL / STAMP

  
\_\_\_\_\_  
Notary Public  
Armando J. Cervera  
Print Name  
Notary Public, State of Florida  
My Commission expires: 2-08-09