Memorandum

MIAMI-DADE COUNTY

Date: March 10, 2009

BPS
Agenda Item No. 3(C)

To: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Approving "Contract for Sale and Purchase" of Approximately 1.90 Acres in the Seminole Wayside Park Addition Project within the Environmentally Endangered Lands Program Acquisition Site with Miami-Dade County as Purchaser and James Pilafian and Shocky Pilafian, His Wife, as Seller for a purchase price of $422,438

Recommendation
The attached "Contract for Sale and Purchase" of approximately 1.90 acres of real property located in the Seminole Wayside Park Addition Project for the Environmentally Endangered Lands (EEL) Program is recommended for approval.

Scope
The EEL Program is countywide in nature. This acquisition is located in Commission District 8. The County Commission placed the Seminole Wayside Park Addition Project Site on the EEL Priority A Acquisition List in 1997. To date, the County, in partnership with the South Florida Water Management District, the State of Florida, and other funding partners, has acquired approximately 19,041 acres of land throughout Miami-Dade County since inception of the EEL Program.

Fiscal Impact/Funding Source
Building Better Communities General Obligation Bond (GOB) funding will be used for this purchase. In the unlikely event that GOB bond funds are not available, the EEL Acquisition Trust Fund may be used to close on the property. This is GOB Project 2.3 Site #75053.

Track Record/Monitor
Not Applicable

Background
The historic loss, fragmentation and degradation of native wetland and forest communities in Miami-Dade County are well recognized. In May of 1990, with the knowledge that remaining wetland and forest communities were endangered, the electorate of Miami-Dade County authorized the county to levy an ad valorem tax for two years to create the EEL Program and Trust Fund. The purpose of the EEL Program is to acquire, preserve, enhance, restore, conserve and maintain environmentally-endangered lands for the benefit of present and future generations.

The parcel proposed for acquisition is within the Urban Development Boundary. The land is in close proximity to US-1 and is vulnerable to development. Containing pine rocklands, a globally-imperiled habitat, this parcel is directly adjacent to Miami-Dade County's Seminole Wayside Park which is managed by EEL. Pine rocklands, interspersed with tropical hardwood hammocks, once covered 185,000 acres of Miami-Dade County. By 1996, only 2% of these pinelands remained within the urbanized areas of the county. Approximately 1,427 acres of pine rocklands, representing less than 1% of the historic extent of this habitat type, have been protected by the EEL Program. Over 225 native plants occur in this habitat, more than 20% of those species are endemic and five species are federally listed as threatened or endangered.

The Government Operations and Environment Committee considered this contract on November 10, 2008 and asked DERM to reevaluate. DERM contacted the seller but was not able to renegotiate a significant reduction because the previous price was below the tax assessed value at the time of original negotiation.

The attached Contract for Sale and Purchase is for the following:

TAX FOLIO NUMBER:	30-7908-005-0140
SELLER:	James Pilafian and Shocky Pilafian, his wife
SIZE:	Approximately 1.90 acres
LOCATION:	Township 57 South, Range 39 East, Section 8 (See Attachment A) located in the vicinity of SW 299 Street and US1. Located within the Urban Development Boundary (UDB).
PURCHASE PRICE:	$422,438
SALE HISTORY:	February, 1963: Warranty Deed from South Dade Farmers Bank to James Pilafian and Shocky Pilafian, his wife. Amount of $15,000 calculated from Documentary Stamp Tax fee on deed of 4.3 acres.

The above listed owners are not a partnership or corporation.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: April 21, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No.

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 Mayor'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.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING "CONTRACT FOR SALE AND PURCHASE" OF APPROXIMATELY 1.90 ACRES IN THE SEMINOLE WAYSIDE PARK ADDITION PINELAND PROJECT WITHIN THE ENVIRONMENTALLY ENDANGERED LANDS PROGRAM ACQUISITION SITE WITH MIAMI-DADE COUNTY AS PURCHASER AND JAMES PILAFIAN AND SHOCKY PILAFIAN, AS SELLERS FOR A PURCHASE PRICE OF $422,438; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE PROVISIONS CONTAINED THEREIN

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

WHEREAS, this Board desires to accomplish the purposes of Section 24-50 of the Code of Miami-Dade County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves a "Contract for Sale and Purchase" between Miami-Dade County as purchaser and James Pilafian and Shocky Pilafian, as sellers for a purchase price of $422,438, for purchase of property more specifically described in Attachment B, in substantially the form attached hereto and made part hereof; authorizing the County Mayor or County Mayor's

designee to execute same for and on behalf of Miami-Dade County; and authorizing the County Mayor or County Mayor's designee to exercise the provisions contained therein.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of April, 2009. This resolution shall become effective 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.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Robert A. Duvall

MIAMI ROCKRIDGE PINELANDS PROJECT

Seminole Wayside Addition - James & Shocky Pilafian Property

Environmentally Endangered Lands Program

Parcel Information:
Folio # 30-7908-005-0140

GOB Project 2.3 Site # 75053

Legend

- Project Parcel
- EEL Acquisition Project
- Section Boundary
- Streets

N

300 0 300 600 Feet

P:/EEL/EEL GIS Projects/BCC maps/other than sdw/seminolewayside_pilafianjs

ATTACHMENT A

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT for Sale and Purchase is entered into as of the _____ day of _____, _____, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, by and through its Environmentally Endangered Lands Program, hereinafter referred to as "Purchaser" and JAMES PILAFIAN and SHOCKY PILAFIAN, his wife hereinafter referred to as "Sellers."

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

1. REALTY. Sellers agrees to sell to Purchaser that certain real property comprising approximately 1.90 acres of real property described in Exhibit "A" attached hereto, 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 Sellers, if any, and all right, title and interest of Sellers 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 Sellers 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. Purchaser agrees to pay a purchase price of ~~$425,250.00~~ 422,438.00 (FOUR HUNDRED TWENTY ~~FIVE~~ TWO THOUSAND ~~TWO~~ FOUR HUNDRED ~~FIFTY~~ THIRTY EIGHT and 00/100 DOLLARS) which after any applicable prorations and expenses incurred by Sellers, will be paid at closing by Miami-Dade County check for the Property referenced in Exhibit "A" herein.

3.A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser shall, at Purchaser's cost and expense and not less than 30 days prior to closing, obtain an Environmental Status Review Letter of the Property, issued by the Miami-Dade County Department of Environmental Resources Management (DERM), to determine the existence and extent, if any, of Hazardous Materials on the Property. For the purposes of this Contract "Hazardous Materials" shall mean any hazardous or toxic substance, material, waste or debris of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined).

3.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in Paragraph 3.A. confirms the presence of Hazardous Materials on the Property, Purchaser or Sellers may elect to terminate this Contract and neither party shall have any further obligations under this Contract. Should Purchaser and Sellers elect not to terminate this Contract, Sellers shall, at Sellers's sole cost and expense and prior to closing, promptly and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment including without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the

Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Sellers of clean up of Hazardous Materials exceed a sum which is equal to .25% 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. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Sellers shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the deed described in Paragraph 6 of this Contract and Purchaser's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Sellers's sole cost and expense.

Further, if neither party elects to terminate this Contract as provided above, Sellers shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. Sellers shall defend, at Sellers's sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Sellers shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing. Nothing in this Paragraph 3.B. shall be construed to limit Sellers's liability to any person or to any regulatory agencies, including the Florida Department of Environmental Protection, under any Environmental Law for Hazardous Materials located on the Property.

4. SURVEY. Purchaser, at Purchaser's sole cost and expense and not less than 30 days prior to closing, may obtain a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida that meets the standards and requirements of Purchaser ("Survey"). The Survey shall be certified to Purchaser 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 Purchaser 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 improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. Sellers's liability to cure any encroachment shall be subject to the time and monetary limitations set forth in Paragraph 5.B.

5.A. TITLE INSURANCE. Purchaser shall, within 30 days of Purchaser's approval of this contract, obtain a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida Revisions) from a title insurance company approved by Purchaser, insuring marketable title of Purchaser to the Property in the amount of the final Purchase Price and covering the Purchaser from the day of closing through the time the final deed is recorded in the Public Records of Miami-Dade County, Florida. The cost(s) of the title commitment and title insurance premium are to be shared equally between the Purchaser and Sellers. Purchaser 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 Sellers. Both Sellers and Purchaser shall

require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanic's liens. In connection herewith, Sellers agrees to provide and pay the cost of recording of all affidavits and other documents as required by the title insurer.

5.B. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Contract discloses any defects in title, which are not acceptable to Purchaser, Sellers shall, within 60 days after notice from Purchaser, remove said defects in title. Sellers agree to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. Sellers shall pay all reasonable recording fees for corrective instruments required hereunder. Defects arising from liens against the Property shall be satisfied at closing from Sellers's proceeds. Should the estimated cost to cure any title defects, including survey matters as provided in Paragraph 7, exceed a sum which is equal to .25% 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. If Sellers is unsuccessful in removing the title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by Purchaser, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Sellers has to remove the defects in title, or (d) terminate this Contract, thereupon releasing Purchaser and Sellers from all further obligations under this Agreement. If Sellers fails to make a diligent effort to remove the title defects, Sellers shall be in default and the provisions of Paragraph 17 of this Contract shall apply.

6. INTEREST CONVEYED. At closing, Sellers shall execute and deliver to Purchaser a Statutory Warranty Deed in accordance with the Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to the Property.

7. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Contract, Sellers shall submit to Purchaser a properly completed and executed "Beneficial Interest Affidavit and Disclosure Statement" in accordance with the requirements of Section 286.23, Florida Statutes. Sellers shall prepare the deed described in Paragraph 6 of this Contract, Sellers's Affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit on Miami-Dade County forms provided by Purchaser and all prepared documents shall be submitted to Purchaser for review and approval at least 30 days prior to closing.

8. PURCHASER REVIEW FOR CLOSING. The Purchaser will review all items required for closing under this Contract, including but not limited to closing documents, title commitment, survey and environmental site assessment and will approve or reject each item. If Purchaser rejects an item for closing which was submitted by the Sellers, Sellers will have 15 days thereafter to remove and resubmit any rejected item. If Sellers fails to timely deliver any items required of Sellers, or Purchaser rejects any item after delivery, the Contract shall be extended until Purchaser approves Sellers's resubmitted item or until Purchaser elects to terminate this Contract.

9. EXPENSES. Sellers will pay the documentary revenue stamp tax and surtax, if any, and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in Paragraph 6 of this Contract and any other recordable instruments that the Purchaser deems necessary to assure good and marketable title to the Property.

10. LIENS. Certified municipal and county liens, if any, shall be paid in full at or before closing by the Sellers. 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, such lien shall be paid by the Sellers.

11. TAXES AND ASSESSMENT. At closing, Sellers shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Purchaser acquires fee title to the Property between January 1 and November 1, Sellers shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. If Purchaser acquires fee title to the Property on or after November 1, Sellers shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

12. CLOSING PLACE AND DATE. The closing of this transaction shall be completed within 90 days of the execution of this contract or not less than 30 days from the last Purchaser approved item as mentioned in Paragraph 8, whichever is later. Purchaser shall set the date, time and place of closing.

13. RISK OF LOSS. Sellers assume all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Sellers's execution of this Contract, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of the Sellers, however, Purchaser may elect, at its sole option, to: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by the Purchaser, (b) accept the title as it then is with no reduction in the Purchase Price, or (c) terminate this Contract and neither party shall have any further obligations under this Contract. All wells located on the Property shall be duly abandoned at the Sellers's sole cost and expense prior to closing unless this requirement is waived by the Purchaser in writing.

14. POSSESSION. Sellers warrants and represents that there are no parties other than Sellers in occupancy or possession of any part of 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. Sellers shall deliver possession of the Property and keys to all locks, if any, to the Purchaser at closing.

15. RIGHT TO ENTER PROPERTY. Sellers agree that Purchaser 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 Purchaser shall indemnify and hold Sellers harmless for damage or injury caused by Purchaser and its agents subject to all limitations of Section 768.28, Florida Statutes.

16. ACCESS. Sellers warrant that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

17. DEFAULT. If either Sellers or Purchaser defaults under this Contract, either party may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive

the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from the default.

18. BROKERS. Sellers warrant that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Contract or subsequent closing, except as accurately disclosed on the disclosure statement required in Paragraph 7. Sellers shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

19. DISCLOSURE. Sellers warrant that there are no facts known to Sellers that materially affect the value of the Property which have not been disclosed by Sellers to Purchaser or which are not readily observable to Purchaser.

20. RECORDING. This Contract or notice thereof may be recorded by Purchaser 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.

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

22. TIME. Time is of the essence with regard to all dates or times set forth in this Contract. Both parties mutually agree to fully and timely execute such papers as deemed necessary by Purchaser and/or Sellers to complete the conveyance in accordance with the terms of this contract. All obligations are subject to Acts of God or Nature or any other occurrence that is beyond the control of Purchaser or Sellers.

23. SEVERABILITY. If any of the provisions of this Contract are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Contract, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Contract shall not be affected.

24. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto. Whenever used, the singular shall include the plural and one gender shall include all genders.

25. 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. No supplement, modification or amendment to this Contract shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared without the benefit of a current survey of the Property. The parties agree that if, in the opinion of the Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Purchaser or which cannot be timely cured by the Sellers, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Contract shall be revised by or at the direction of the Purchaser and shall be subject to the final approval of the Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Contract. In such event, the

Sellers's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

26. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Contract, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

27. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"), as well as public hearing approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable, and 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 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 the 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. If not vetoed, the contract shall become effective in accordance with Resolution No. R-377-04. The date of such approval of the Contract by Purchaser, as set forth above is the Effective Date of this Contract .

28. COUNTERPARTS. This Contract may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Contract.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the addresses indicated below, or such other address as is designated in writing by a party to this Contract.

as to Purchaser: Director
Environmentally Endangered Lands Program
Miami-Dade County
701 NW 1st Court, 6th Floor
Miami, FL 33136

as to Sellers: James Pilafian and Shocky Pilafian
13609 Winterberry Ridge
Midlothian VA 23112

30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Sellers set forth in this Contract shall survive the closing, the delivery and recording of the deed described in Paragraph 6 of this Contract and Purchaser's possession of the Property.

31. 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.

32. 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.

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

SELLERS:

Brian Millner
Witness
Print

Witness
Print Jason Brown

Melissa Bashi
Witness
Print MELISSA BRASHIER

Witness
Print Whitney Gray

JAMES PILAFIAN

Date: August 4th 2008

Shocky Pilafian
SHOCKY PILAFIAN

Shocky Pilafian

Date: August 4th 2008

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STATE OF VA

COUNTY OF Henrico

I HEREBY CERTIFY, that on this 4th day of August, 2008 before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JAMES PILAFIAN, personally known to me, or proven, by producing the following identification: _____ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal in the County and State aforesaid, on this, the 4th day of August, 2008

_____(SEAL)
Notary Public

Brian Millner
Print Name

BRIAN MILLNER
Notary Public
Commonwealth of Virginia
7062495
My Commission Expires Feb 28, 2010

STATE OF VA

COUNTY OF Henrico

I HEREBY CERTIFY, that on this 4th day of August, 2008 before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared SHOCKY PILAFIAN, personally known to me, or proven, by producing the following identification: _____ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal, in the County and State aforesaid, on this, the 4th day of August, 2008

_____(SEAL)
Notary Public

Brian Millner
Print Name

BRIAN MILLNER
Notary Public
Commonwealth of Virginia
7062495
My Commission Expires Feb 28, 2010

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PURCHASER:

ATTEST:

MIAMI-DADE COUNTY

By:_____
Clerk

By:_____
County Manager (or designee)

DATE:_____

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

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

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EXHIBIT "A"

Legal Description

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, in Block 11, of Seminole Heights No. 1, according to the Plat thereof, recorded in Plat Book 21, Page 55, of the Public Records of Miami-Dade County, Florida.

Tax Folio No. 30-7908-005-0140

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ADDENDUM
DISCLOSURE STATEMENT
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(Individual)

Before me, the undersigned authority, personally appeared JAMES PILAFIAN and SHOCKY PILAFIAN ("Sellers/Affiants") this 4th day of Aug. 2008, who first being duly sworn, deposes and says:

1. That Sellers/Affiants whose address is 13609 Winterberry Ridge Midlothian VA 23112, are the record owners of the real property described in Exhibit "A" attached hereto ("Property") and is selling this Property to MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("County").

2. That to the best of the Sellers/Affiants's knowledge, all persons having a financial interest in this real estate transaction, who have received or who are to receive real estate commissions, attorney's or consultant's fees or any other costs or benefits incident to the sale of the Property and the reasons for the payments are: *(If there have been no persons with a financial interest concerning the Property, write "none" in the space provided below.)*

Name and Address	Reason for Payment	Amount
NONE		

3. That to the best of the Sellers/Affiants's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement) in favor of Sellers/Affiants concerning the Property which will take place or have taken place during the last five years prior to this conveyance of title to the County. *(If there have been no financial transactions concerning the Property during the last 5 years, write "none" in the space provided below.)*

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
NONE			

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This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

JAMES PILAFIAN

SHOCKY PILAFIAN

STATE OF VA
COUNTY OF Henrico

I HEREBY CERTIFY, that on this 4th day of August, 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JAMES PILAFIAN to me well known or to be proven by producing the following identification: _____ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal in the County and State aforesaid, on this, the 4th day of August, 2008.

BRIAN MILLNER
Notary Public
Commonwealth of Virginia
7062495
My Commission Expires Feb 28, 2010

(SEAL)
Notary Public
Brian Millner
Print Name

STATE OF VA
COUNTY OF Henrico

I HEREBY CERTIFY, that on this 4th day of August, 2008 before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared SHOCKY PILAFIAN to me well known or to be proven by producing the following identification: _____ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal in the County and State aforesaid, on this, the 4th day of August, 2008.

(SEAL)
Notary Public
Brian Millner
Print Name

BRIAN MILLNER
Notary Public
Commonwealth of Virginia
7062495
My Commission Expires Feb 28, 2010

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