Memorandum

MIAMI-DADE COUNTY

Date: April 21, 2009

Agenda Item No.8(D)(1)(B)

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 0.49 Acres in the Seminole Wayside Park Addition Project within the Environmentally Endangered Lands Program Acquisition Site with Miami-Dade County as Purchaser and Sam Pilafian as Seller for a Purchase Price of $100,548, Which May Be Funded from the Building Better Communities General Obligation Bond Program

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THIS ITEM WAS AMENDED ON THE FLOOR AT THE MARCH 10, 2009 BUDGET, PLANNING AND SUSTAINABILITY COMMITTEE MEETING TO ADD THE WORDS "WHICH MAY BE FUNDED FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM" TO THE TITLE.

Recommendation
The attached "Contract for Sale and Purchase" of approximately 0.49 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 may 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 #75052.

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:	30-7908-005-0120
SELLER:	Sam Pilafian
SIZE:	Approximately 0.49 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:	$100,548
SALE HISTORY:	January, 1982: Warranty Deed from James Pilafian to Sam Pilafian. Amount of $100 calculated from Documentary Stamp Tax fee.

The above listed owner is 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. 8(D)(1)(B)

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

Veto _____

Override _____

Agenda Item No. 8(D)(1)(B)
4-21-09

RESOLUTION NO. _____

RESOLUTION APPROVING "CONTRACT FOR SALE AND PURCHASE" OF APPROXIMATELY 0.49 ACRES IN THE SEMINOLE WAYSIDE PARK ADDITION PINELAND PROJECT WITHIN THE ENVIRONMENTALLY ENDANGERED LANDS PROGRAM ACQUISITION SITE WITH MIAMI-DADE COUNTY AS PURCHASER AND SAM PILAFIAN , AS SELLER FOR A PURCHASE PRICE OF $100,548; WHICH MAY BE FUNDED FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM; 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 Sam Pilafian, as seller for a purchase price of $100,548, which may be funded from the Building Better Communities General Obligation Bond Program, 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 - Sam Pilafian Property

Environmentally Endangered Lands Program

Parcel Information:
Folio # 30-7908-005-0120

GOB Project 2.3 Site # 75052

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_pilafiansam.apr

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 SAM PILAFIAN, hereinafter referred to as "Seller."

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

1. REALTY. Seller agrees to sell to Purchaser that certain real property comprising approximately 21,168 square feet 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 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. Purchaser agrees to pay a purchase price of ~~$101,250.00~~ 100,548.00 SP (ONE HUNDRED ~~AND ONE THOUSAND TWO HUNDRED AND FIFTY~~ ONE THOUSAND FIVE HUNDRED AND FORTY EIGHT and 00/100 DOLLARS) which after any applicable prorations and expenses incurred by Seller, will be paid at closing by Miami-Dade County check for the Property referenced in Exhibit "A" herein. SP

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 Seller may elect to terminate this Contract and neither party shall have any further obligations under this Contract. Should Purchaser elect not to terminate this Contract, Seller shall, at Seller'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 Seller of clean up of Hazardous Materials exceed a sum which is equal to .5% 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. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller 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 Seller's sole cost and expense.

Further, if neither party elects to terminate this Contract as provided above, Seller 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. Seller shall defend, at Seller'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. Seller 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 Seller'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. Seller'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 Seller. 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 Seller. Both Seller 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, Seller 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, Seller shall, within 60 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. Seller shall pay all reasonable recording fees for corrective instruments required hereunder. Defects arising from liens against the Property shall be satisfied at closing from Seller'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 .5% 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. If Seller 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 Seller has to remove the defects in title, or (d) terminate this Contract, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of Paragraph 17 of this Contract shall apply.

6. INTEREST CONVEYED. At closing, Seller 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, Seller 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. Seller shall prepare the deed described in Paragraph 6 of this Contract, Seller'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 Seller, Seller will have 15 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or Purchaser rejects any item after delivery, the Contract shall be extended until Purchaser approves Seller's resubmitted item or until Purchaser elects to terminate this Contract.

9. EXPENSES. Seller 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 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, such lien shall be paid by the Seller.

11. TAXES AND ASSESSMENT. At closing, Seller 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, Seller 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, Seller 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. Seller assumes 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 Seller'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 Seller, 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 Seller's sole cost and expense prior to closing unless this requirement is waived by the Purchaser in writing.

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

15. RIGHT TO ENTER PROPERTY. Seller agrees 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 Seller harmless for damage or injury caused by Purchaser and its agents subject to all limitations of Section 768.28, Florida Statutes.

16. ACCESS. Seller warrants 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 Seller 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. Seller warrants 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. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

19. DISCLOSURE. Seller warrants that there are no facts known to Seller that materially affect the value of the Property which have not been disclosed by Seller 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 Seller 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 Seller 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 Seller.

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 Seller, 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

Seller'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 Seller: Sam Pilafian
416 West Stafford Drive
Chandler AZ 85225

30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller 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 Seller have duly executed this Contract as of the day and year above written.

Witness
Print PATRICK SHERIDAN

Witness
Print MICHELLE KALO

SELLER:

SAM PILAFIAN

Date: 8/6/08

STATE OF ARIZONA

COUNTY OF MARICOPA

I HEREBY CERTIFY, that on this 6TH day of AUGUST, 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared SAM PILAFIAN, personally known to me, or proven, by producing the following identification: STATE DRIVERS LICENSE 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 6TH day of AUGUST, 2008.

OFFICIAL SEAL
ARTURO QUIROGA MENDOZA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires April 10, 2010

NOTARY SEAL / STAMP

(SEAL)
Notary Public
ARTURO QUIROGA MENDOZA
Print Name

Notary Public, State of ARIZONA
My Commission expires: APRIL 10, 2010

ATTEST:

By: _____
Clerk

PURCHASER:

MIAMI-DADE COUNTY

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.

EXHIBIT "A"

Legal Description

Lots 1, 2, and 3, in Block 10, 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. 30-7908-005-0120

ADDENDUM
DISCLOSURE STATEMENT
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(Individual)

Before me, the undersigned authority, personally appeared SAM PILAFIAN ("Seller/Affiant") this 6 day of August, 2008, who first being duly sworn, deposes and says:

1. That Seller/Affiant whose address is 416 West Stratford Drive, Chandler, AZ, 85225. is the record owner(s) 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 Seller/Affiant'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 Seller/Affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement) in favor of Seller/Affiant 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			

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.

SAM PILAFIAN

State of ARIZONA

County of MARICOPA

I HEREBY CERTIFY, that on this 6TH day of AUGUST, 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared SAM PILAFIAN to me well known or to be proven by producing the following identification: STATE DRIVERS LICENSE 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 6TH day of AUGUST, 2008.

OFFICIAL SEAL
ARTURO QUIRONA MENDOZA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires April 10, 2010

NOTARY SEAL / STAMP

(SEAL)
Notary Public

ARTURO QUIRONA MENDOZA
Print Name

Notary Public, State of ARIZONA
My Commission expires: APRIL 10, 2010