Memorandum

MIAMI-DADE COUNTY

Date:	March 2, 2010
To:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Resolution Authorizing the County Mayor or the County Mayor's Designee to Accept a Counteroffer from Robert A. Tenzer for the Acquisition of Parcel 36, a Property Located at 3184 SW 27 Avenue for Right-of-Way Which is Needed for the People's Transportation Plan (PTP) Project Known as Roadway Expansion and Improvements to SW 27 Avenue, from US Highway 1 to South Bayshore Drive and Authorizing the Use of Charter County Transit System Surtax Funds

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

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the County Mayor or the County Mayor's designee to accept a counteroffer from Robert A. Tenzer for the acquisition of property known as Parcel 36, located at 3184 SW 27 Avenue as part of the SW 27 Avenue Project from US Highway 1 to South Bayshore Drive under the terms and conditions in the Contract for Sale and Purchase which is attached hereto.

Proceeds from the Charter County Transit System Sales Surtax (the surtax) will be used to fund this project; therefore, approval by the BCC and Citizens' Independent Transportation Trust (CITT) is required.

Scope

The property to be acquired is located within Commission District 7 and the City of Miami; however, this project will be of benefit Countywide.

Fiscal Impact/Funding Source

Funding for the right-of-way acquisition and construction of this project will be provided by the Charter County Transit Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County. This project was specifically listed in the People's Transportation Plan (PTP) as one of the Board requested improvement projects for Commission District 7.

Track Record/Monitor

Not Applicable

Background

This resolution is for the acquisition of Parcel 36, which is required for the Public Works Department's (PWD) programmed improvements along SW 27 Avenue, between US1 and South Bayshore Drive. This project consists of the reconstruction and widening of an existing two (2) lane undivided roadway to a three (3) lane roadway including a traffic circle, raised landscaped medians, left turn lanes, bicycle lanes, on-street parking, sidewalks, curbs & gutters, continuous storm drainage system, signalization, pavement markings & signing, and decorative roadway lighting. The area to be acquired by PWD for the improved street improvements is legally described in Exhibit "A" and illustrated in the parcel location map in Exhibit "B," attached. These improvements will increase vehicular capacity, improve traffic mobility, provide ADA compliance and multiple modes of transportation, and serve as a beautification for the entrance corridor to Coconut Grove.

The subject property was appraised on February 18, 2009 which established the value at $57,000.00. Therefore, an offer was made to the owner at the appraised value pursuant to previously adopted Resolution No. R-1212-08 and, after extensive negotiations, a final counteroffer was negotiated in the amount of $71,100.00 which includes $1,100.00 for attorney's fees. In order to expedite the acquisition process and avoid the costs associated with eminent domain proceedings, it is recommended that the Purchase and Sale Contract in the amount of $71,100.00 be approved. Approval of this counteroffer is in the best interest of the County.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: March 2, 2010

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

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

Please note any items checked.

_____ **"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**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(P)(1)(M)
3-2-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ACCEPT A COUNTEROFFER FROM ROBERT A. TENZER FOR THE ACQUISITION OF PARCEL 36, A PROPERTY LOCATED AT 3184 SW 27 AVENUE FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED AS ROADWAY EXPANSION AND IMPROVEMENTS TO SW 27 AVENUE FROM US HIGHWAY 1 TO SOUTH BAYSHORE DRIVE AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Manager's memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies and adopts those matters set forth in the foregoing recitals and authorizes and directs the County Mayor, or the County Mayor's designee, to execute the contract for sale and purchase attached hereto and incorporated herein, and to perform all acts necessary to carry out the terms of the agreement, in order to acquire the property needed for the project known as Roadway Expansion and Improvements to SW 27 Avenue from US Highway 1 to South Bayshore Drive, and authorizes the use of Charter County Surtax Funds in connection with such purchase; and pursuant to Resolution No. R-974-09 (a) directing the County Mayor or County Mayor's designee to record the instruments of conveyances accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of instrument to the Clerk of the Board within thirty (30) days of execution of said instruments; and (b) direct the Clerk of the Board to attach and permanently store a recorded copy of each of said instruments together with this resolution.

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 2nd day of March, 2010. 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

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency

Debra Herman

Miami-Dade County
Public Works Dept.

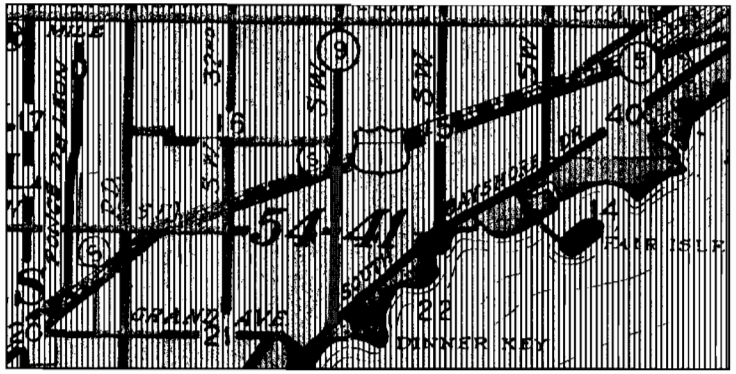
EXHIBIT "A"
SW 27 AVENUE
(FEE SIMPLE)

Parcel No.36: The East 20 feet of Lot 2 of CORNELIA M. DAY'S SUBDIVISION, according to the plat thereof recorded in Plat Book 3, Page 16 of the Public Records of Miami-Dade County, Florida, LESS the East 15 feet thereof, previously conveyed to the Public by Deed of Dedication dated May 12, 1925 recorded in Deed Book 722 at Page 67 of the Public Records of Miami-Dade County, Florida.

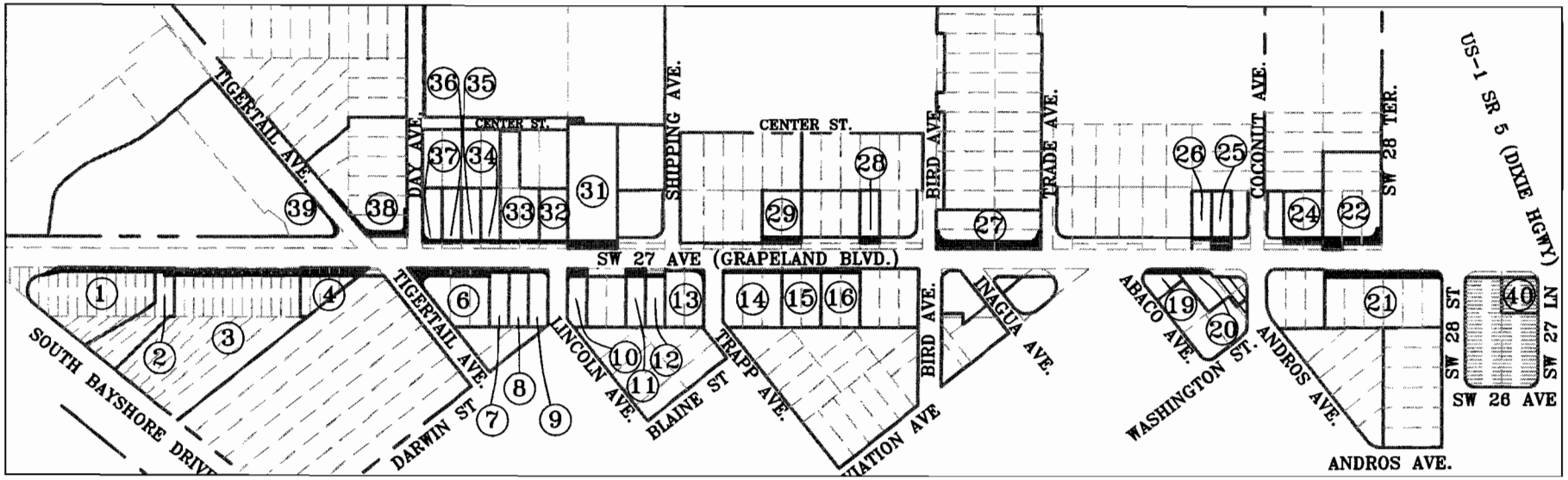
Approved as description
Date 4/28/09
CDS

EXHIBIT "B"

SEC 15,16,21&22
TWP 54 S
RGE 41 E



LOCATION MAP Not to Scale



R/W to be acquired by the County

MIAMI-DADE

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

SW 27 Avenue
SR 5 (US-1) to S. BAYSHORE DRIVE

SCALE 1" = 400'
PROJECT 20040337
PREPARED BY: CDS
DATED: 08-29-05

7

Project Name: SW 27 Ave. from U.S. 1 to South Bayshore Dr.
Project No: 2004-0337
Parcel No: 36
Parcel Address: 3184 SW 27 Ave.
Folio No.: 01-4121-025-0020

CONTRACT FOR SALE AND PURCHASE

This **Contract for Sale and Purchase** is entered into as of the 16 day of Nov. 2009, by and between **MIAMI-DADE COUNTY,** a political subdivision of the State of Florida, and successors in interest, hereinafter referred to as "Buyer", whose Post Office Address is 111 N.W. 1st Street, Suite 1610, Miami, Florida 33128-1970, and **Robert A. Tenzer**, a single man, referred to as "Seller" whose Post Office Address is 7372 SW 48 Street, Miami, Florida 33155.

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

1. REALTY. Seller agrees to sell to Buyer, and its successors in interest, for road improvements to S.W. 27 Avenue from U.S. 1 to South Bayshore Drive, that certain real property comprising **approximately 250 square feet** of land described in **Exhibit "A", and shown in Exhibit "B"**, together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, riparian rights and other rights appurtenant to said real property, all fill and top soil thereon, all oil, gas and mineral rights possessed by Seller, 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, and all right, title and interest of Seller in and to any and all covenants, restrictions, and agreements benefiting the real property (All of the foregoing being referred to as the "Property").

2. PURCHASE PRICE. Buyer agrees to pay Seller for the property referenced in Exhibit "A", the sum of **$70,000.00 (Seventy Thousand Dollars)** for the parcel denoted as Parcel 36. This $70,000.00 is for the real estate to be acquired in fee simple, site improvements and a net cost to cure, and is to be paid at closing by Miami-Dade County or designee, by county check.

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 Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, within fifteen (15) business days of the effective-date of this Contract, obtain a marketable title insurance commitment and Buyer may 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 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. If Seller is unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to Buyer, except that Buyer may waive any defects and proceed with closing at Buyer's option, Buyer may elect to file an eminent domain action for the sole purpose of obtaining clear title to the property, and Seller agrees that the full compensation for such taking shall be the purchase price designated in paragraph 2 hereof and nothing more whatsoever: and Seller further agrees to cooperate fully with Buyer in the eminent domain suit, filing whatever papers, documents or pleadings to accomplish the vesting of title in the Buyer for said purchase price.

6. ENVIRONMENTAL CONDITIONS. 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 and Recommendations for a Right-of-Way Improvement Project" of the Property from the Miami-Dade County Department of Environmental Resources Management (DERM). If major environmental problems are found on the subject property, the Buyer may elect not to go through with the purchase and this contract will become null and void. The Seller hereby authorize Buyer to conduct any test required or recommended by DERM to determine the existence and extent, if any, of contamination which shall mean hazardous or toxic substance, material or waste of any kind or nature, any pollutant, petroleum, petroleum product or petroleum by-product, as defined or regulated by environmental laws, on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. If the "Letter of Current Enforcement Status and Recommendations for a Right-of-Way Improvement Project" or subsequent testing confirms any contamination on the Property, the Buyer may elect not to close and this contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations, or to negotiate a mutually acceptable solution, including an adjustment in the purchase price if necessary.

7. TENANCIES.

_____ A. Seller 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.

_____ B. The following name(s), address(es) and telephone number(s) are the lessee(s) of the Property known to the Seller, and Seller agrees to provide Buyer with copies of all lease documents affecting said lessee(s). (Attach additional sheets as necessary)

_____

_____

_____

_____

_____

8. 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.

9. 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 the Buyer.

10. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary by Buyer's and Seller's 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.

11. BROKER FEES. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate fee or commission claimed due pursuant to this transaction or subsequent closing.

12. EXPENSES. This property is being purchased under the threat of condemnation; therefore, Buyer shall be responsible for recording fees on the Warranty Deed and any other recordable instruments necessary to assure good and marketable title.

13. LOSS. All risk of loss to the Property shall be borne by Seller until transfer of title.

14. POSSESSION. Seller shall deliver possession of the Property to the Buyer at closing.

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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.

22. 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.

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

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

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

as to Seller(s): Robert A.Tenzer
7372 SW 48 Street
Miami, FL 33155

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

ATTEST:

By:_____
Clerk

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

BUYER:
MIAMI-DADE COUNTY

By:_____
County Mayor or the County Mayor's designee

Date: _____

The foregoing conveyance was obtained pursuant to Resolution No. R-1212-08 of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the 20th day of November, A.D. 2008.

SELLER:
Robert A. Tenzer

Signed, sealed and delivered in the presence of:

Witness: _____

Witness Print Name: **Maria T. Estrada**

By: Robert A. Tenzer

Date: 11/24/09

Witness: _____

Witness Print Name: Julissa Ramos

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 24th day of November, A.D. 2009, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Robert A. Tenzer,** personally known to me, or proven, by producing the following identification: Drivers License, to be the persons 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, the day and year last aforesaid.

_____
Notary Signature

Maria T. Estrada
Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of Florida

My commission expires: _____

Commission/Serial No. _____

MARIA T. ESTRADA
Commission DD 740705
Expires December 12, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

Project Name: SW 27 Ave. from U.S. 1 to South Bayshore Dr.
Project No: 2004-0337
Parcel No: 36
Parcel Address: 3184 SW 27 Ave.
Folio No.: 01-4121-025-0020

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, **Robert A. Tenzer**, ("Affiant(s)") this 24th day of November, 2009, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) **Robert A. Tenzer,** whose Post Office Address is 7372 SW 48 Street, Miami, Florida 33155, is the record owner(s) of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property"). As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statues) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

Name	Address	Interest %

This affidavit is given in compliance with the provisions of Sections 286.23, Florida Statutes.

FURTHER AFFIANTS SAYETH NOT.

AFFIANT(S):

By: **Robert A. Tenzer**

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 24th day of November, A.D. 2009, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Robert A. Tenzer** to me, or proven, by producing the following identification: drivers license, to be the persons 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, the day and year last aforesaid.

Notary Signature

Maria T. Estrada

Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of Florida

My commission expires: _____

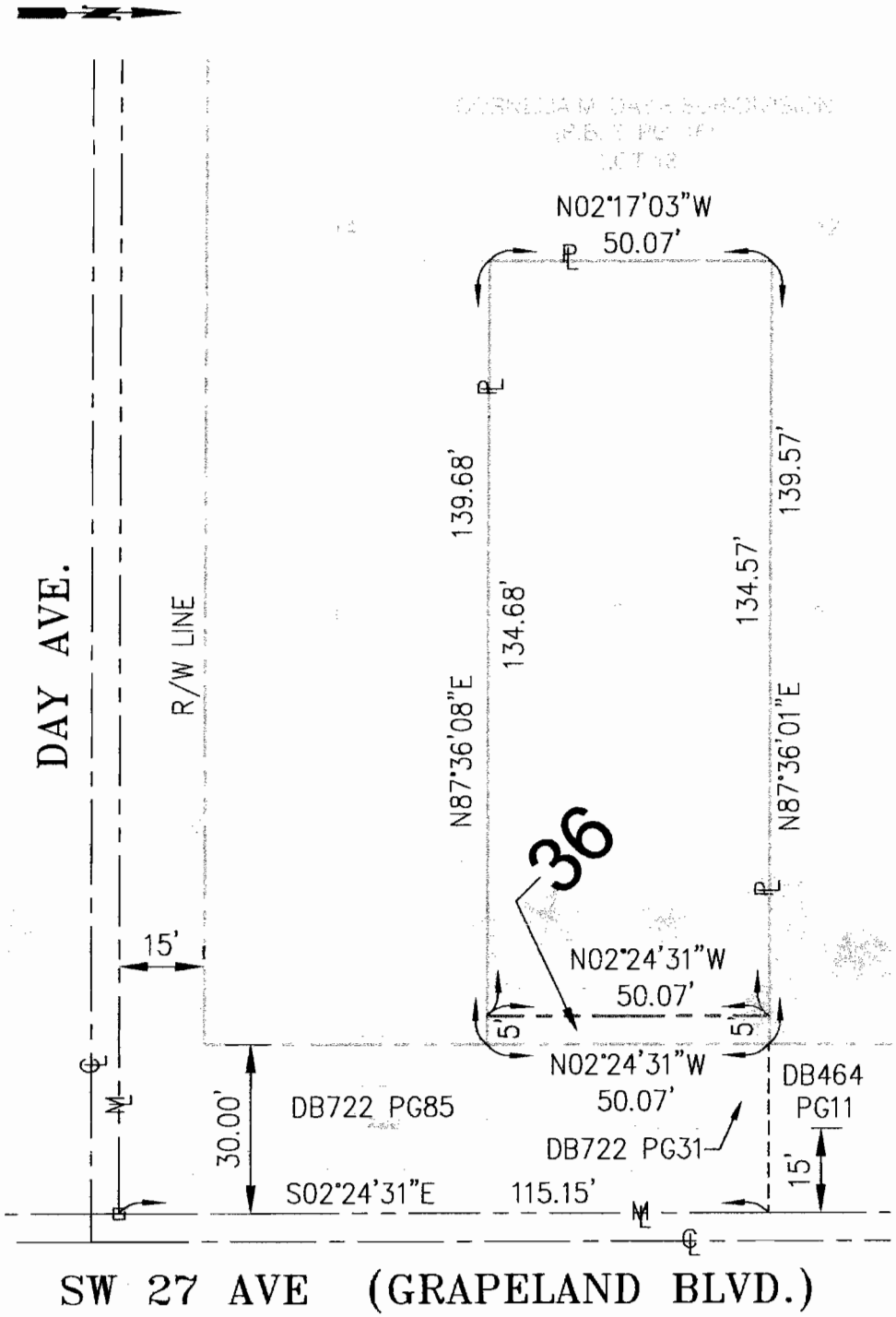
Commission/Serial No. _____

MARIA T. ESTRADA
Commission DD 740705
Expires December 12, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

Miami-Dade County
Public Works Dept.

EXHIBIT "A"
SW 27 AVENUE
(FEE SIMPLE)

Parcel No.36: The East 20 feet of Lot 2 of CORNELIA M. DAY'S SUBDIVISION, according to the plat thereof recorded in Plat Book 3, Page 16 of the Public Records of Miami-Dade County, Florida, LESS the East 15 feet thereof, previously conveyed to the Public by Deed of Dedication dated May 12, 1925 recorded in Deed Book 722 at Page 67 of the Public Records of Miami-Dade County, Florida.



LEGEND

	PROPERTY LINE		RIGHT-OF-WAY LINE				
	EXISTING EDGE OF PAVEMENT	(PT)	POINT OF TANGENCY		JOINT USE PARCEL AREA	(L)	LENTGH
	BOUNDARY LINE	(POB)	POINT OF BEGINNING	(R)	RADIUS	(Δ)	DELTA
	CENTER LINE	(PCU)	POINT OF CUSP	(PI)	POINT OF INTERSECTION	℄	PROPERTY LINE
(POC)	POINT OF COMMENCEMENT	℄	CENTER LINE	(PC)	POINT OF CURVATURE	R/W	RIGHT OF WAY
						ⅿ	MONUMENT LINE

Area of Parent Tract = 6,991 square-feet = 0.161 acres
Area of Parcel = 250 square-feet = 0.006 acres
Ref. Topo Survey prepared by HADONNE CORP. dated 8-23-07

Job No. 06107
Folio No: 01-4121-025-0020
Section: 21-54-41

THIS IS NOT A SURVEY

MIAMI-DADE

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

PARCEL SKETCH

SW 27 AVE

PARCEL NO. 36

SCALE: 1" = 20' | DATE:08-14-08
CHECKED BY: C. SOCARRAS
DRAWN BY: L. ESPINOSA
PROJECT 2004-0337 | SHEET: 1 OF 1

ADDENDUM NUMBER ONE TO
CONTRACT FOR SALE AND PURCHASE

SELLER: Robert A. Tenzer

BUYER: Miami-Dade County

PROPERTY: See Exhibit "A" attached to the Contract for Sale and Purchase

==========

This Addendum Number One is attached to and incorporated in the Contract for Sale and Purchase ("Contract") executed by and between BUYER and SELLER. All terms used herein shall have the meanings ascribed them in the Contract. Where any of the terms and provisions of this Addendum Number One are inconsistent with the Contract, its Riders or Disclosures, the terms provisions of this Addendum Number One shall prevail.

Section 4 is hereby modified to provide that Seller shall not have to place the pro rata taxes in escrow until the date of closing of this transaction.

The closing shall occur within 180 days of the execution date of the Contract irrespective of the date that is the Effective Date of the Contract.

Since the Property is being purchased under the threat of condemnation, the Buyer agrees to pay for reasonable attorney's fees in the amount of $1,100.00 to the Seller.

Robert A. Tenzer

Robert A. Tenzer

Authorized Representative of
Miami-Dade County, Florida