Memorandum

MIAMI-DADE COUNTY

Date: July 20, 2010

Agenda Item No. 14(A)(9)

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

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the County Mayor to Accept a Purchase Offer in the Amount of $5,025,000 for the Acquisition of a Property Owned by the Everglades Sugar and Land Partners Located at the SW Quadrant of N.W. 27th Avenue and N.W. 215th Street for a Park and Ride Lot Needed for the Enhanced Bus Service and Authorizing the Use of Charter County Transit System Surtax Funds

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or the County Mayor's designee to accept a purchase offer in the amount of $5,025,000 for the Acquisition of a property owned by the Everglades Sugar and Land Partners, of approximately 14 acres real property with folio number 3411330030010 located at the SW quadrant of N.W. 27th Avenue and N.W. 215th Street under the terms and conditions of the attached Contract for Sale and Purchase.

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

SCOPE

While this Park and Ride is physically located in Commission District 1, the impact of this project benefits the riding public, and is therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

Funding for the acquisition of this parcel will be provided by the Charter County Transit System Sales Surtax (Surtax). Once the project is built out, an annual cost of approximately $120,000 is anticipated to maintain and operate the Park and Ride facility and will be funded through the MDT Operating budget.

TRACK RECORD/MONITOR

The person responsible for managing this project is Froilan I. Baez, Acting Chief, MDT Right of Way, Utilities & Property Management Division.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution.

BACKGROUND

Since the November 2008 Transit Summit, Miami-Dade Transit (MDT), in coordination with the Transit Improvement Task Force, has been evaluating the feasibility of implementing alternate premium transit service for the North and East-West Corridors.

A Short and Mid-Term Transit Improvement Task Force was established, under the Mayor's direction and headed by the Metropolitan Planning Organization (MPO), to begin working with MDT, the Florida Department of Transportation (FDOT), Miami-Dade Expressway Authority (MDX), Miami-Dade Public Works Department, the Office of Strategic Business Management, the Office of the Citizens' Independent Transportation Trust (OCITT) and representatives from the County Executive Offices to recommend affordable, incremental service improvements along major corridors, particularly the North and East-West Corridors, over the next 5-10 years. This MPO task force has completed substantial work for short term improvements and has begun to put forth recommendations for the implementation of enhanced bus service along several corridors, including the North Corridor (NW 27th Avenue) by FY 2012.

Along the NW 27th Avenue Corridor, new premium bus service will be proposed to replace the current route 97 (27th Avenue Max) service and would operate 10-minute service between NW 215th Street and the Miami Intermodal Center (MIC), offering riders along this corridor bus service that will provide a one-seat ride to the Miami International Airport and other important destinations within the corridor. In addition, this location will attract riders from Broward County. The Transit Improvement Task Force identified the purchase of the NW 215th St Parcel as the priority to implement this corridor project. This acquisition will be added to the Transportation Improvement Plan (TIP) at a future MPO.

The property is an approximately 14-acres vacant parcel located at the intersection of the Turnpike and NW 27th Avenue, across from Calder Race Track and Sun Life Stadium. While the entire property is 14 acres, only 13 acres were actually appraised, since the additional one acre was not part of the original negotiations. However, the additional one acre is now included in this acquisition at no additional cost to the County. Because of its prime location at the intersection of arterial roadways and major sporting venues, the property is a strategic park-and-ride location for the NW 27th Ave Enhanced Bus Service project and is required as a terminal station for this corridor improvement. The property was first identified as a required acquisition for the North Corridor heavy rail project for the end of the line Metrorail Station at NW 215 Street. The parcel will serve as the northernmost end of the line and park-and-ride location for any modal alternative along the corridor (Enhanced Bus or BRT). The current market conditions also make it an ideal time to acquire the property.

Located at the County line and adjacent to the Homestead Extension of the Florida Turnpike (HEFT), this location is ideally situated to provide access to patrons that will use premium transit along the North Corridor. This unimproved site is forecasted to have approximately 350 parking spaces. All efforts are being made to ensure this Park and Ride opens concurrently with the implementation of the new Enhanced Bus or BRT service. As ridership builds on this route, service frequencies will increase and a full BRT system with dedicated bus lanes could be implemented over five to ten years. This end of the line park and ride lot would also provide strategic transit-oriented development (TOD) opportunities—sustaining and improving transit ridership which is key to a successful premium transit service.

The County hired two MAI (Member of the Appraisal Institute) appraisers to appraise the larger 13 acre parcel. The values established by those appraisals range from $4,500,000 (Robert Gallaher, MAI on March 25, 2010) to $5,600,000 (Thomas Magenheimer, MAI on April 7, 2010). The owner has agreed to convey to the County its entire ownership of the site, consisting of the appraised 13 acres, plus the additional unappraised 1 acre portion, for a total price of $5,025,000.

Finally, the property is the subject of a current inverse condemnation lawsuit filed in 2007 (Case No. 07-14382 CA 08) in the 11th Judicial Circuit against Miami-Dade County (the "Lawsuit"). In the Lawsuit, the Owner has alleged that the County's previous planning activities for the North Corridor extension of the Metrorail, which potentially included this parcel as a station site and parking lot,

resulted in a taking of the property. The Owner had previously agreed in 2006 to convey the property to D.R. Horton, Inc. for a purchase price of $10,000,000.00, and the Lawsuit alleges that this sale fell through due to the County's North Corridor planning activities. As a condition of the purchase and sale contract, the Owner will be required to voluntarily dismiss the Lawsuit with prejudice and release Miami-Dade County from any claims related to the property.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: July 20, 2010

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

SUBJECT: Agenda Item No. 14(A)(9)

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. 14(A)(9)
7-20-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ACCEPT A PURCHASE OFFER IN THE AMOUNT OF $5,025,000 FOR THE ACQUISITION OF A PROPERTY OWNED BY THE EVERGLADES SUGAR AND LAND PARTNERS LOCATED AT THE SW QUADRANT OF NW 27 AVENUE AND NW 215 STREET FOR A PARK AND RIDE LOT NEEDED FOR THE ENHANCED BUS SERVICE 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: (1) 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 a park and ride lot for the enhanced bus service along N.W. 27th Avenue; (2) authorizes the use of Charter County Transit System Surtax funds in connection with such purchase; and, (3) pursuant to Resolution No. R-974-09 (a) directs 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) directs the Clerk of the Board to attach and permanently store a recorded copy of each said instrument 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 20th day of July, 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.

Jorge Martinez-Esteve

EXHIBIT A

LEGAL DESCRIPTION

A portion of Tracts 1 and 2, EVERGLADES SUGAR AND LAND COMPANY'S SUBDIVISION, of Section 33, Township 51 South, Range 41 East, according to the Plat thereof as recorded in Plat Book 2, at page 75, of the Public Records of Miami-Dade County, Florida more particularly described as follows:

PARCEL A

COMMENCE at the Northeast corner of said Section 33; THENCE South 1°47'35" East along the East line of said Section 33 for 659.77 feet; THENCE South 87°49'21" West along the Easterly extension of the South line and along the South line of said Tract 2 for 175.00 feet to the POINT OF BEGINNING; THENCE North 1°47'35" West along the Westerly right-of-way line of State Road S-817, as recorded in Official Record Book 1751 at Page 147, of the Public Records of Miami-Dade County, Florida for 127.41 feet; THENCE along the Westerly and Southerly Limited Access Right-of-Way line for the Homestead Extension of Florida's Turnpike as shown on the Florida Department of Transportation Right-of-Way Map Section 86471-2303 and according to the State of Florida Department of Transportation Limited Access Right of Way Order of Taking for Project No. 86471-2303 recorded in Official Record Book 7178 at Page 73 of the Public Records of Miami-Dade County, Florida, for the following seven courses; (1)THENCE South 88°12'25" West for 1.00 foot; (2)THENCE North 1°47'15" West for 99.76 feet; (3)THENCE North 5°13'36" West for 200.36 feet; (4)THENCE North 1°47'35" West for 100.24 feet; (5)THENCE North 86°11'33" West for 82.01 feet to the intersection with a circular curve concave to the North, and having a tangent bearing of North 89°40'03" West; (6)THENCE Northwesterly along the arc of said curve to the right, having a radius of 3392.05 feet, through a central angle of 6°24'13" for 379.11 feet; (7)THENCE North 83°15'49" West for 351.93 feet; THENCE North 1°47'32" West along the East line of the East 100.00 feet of the West 325.00 feet of said Tract 1 for 11.82 feet; THENCE South 87°50'33" West along North line of said Tract 1 for 325.00 feet; THENCE South 1°47'32" East along the West line of said Tract 1 for 310.12 feet to the Southwest corner of said tract 1; THENCE North 87°49'57" East along the North line of said Tract 2 for 325.00 feet; THENCE South 1°47'32" East along the East line of the West 325.00 feet of said Tract 2 for 330.05 feet; THENCE North 87°49'21" East along the South line of said Tract 2 for 819.95 feet to the POINT OF BEGINNING. Less existing right-of-way.

AND

PARCEL B

The West 125.00 feet of said Tract 2 less the North 25.00 feet thereof.

CONTRACT FOR SALE AND PURCHASE

This **Contract for Sale and Purchase** is entered into as of the _____ day of _____, 2010, by and between **MIAMI-DADE COUNTY,** a political subdivision of the State of Florida, and its 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 Everglades Sugar and Land Partners, Ltd., a Florida Limited Partnership, hereinafter referred to as "Seller", whose post office address is 1900 Sunset Harbour Drive, Apt. 802, Miami Beach, Florida 33139. The effective date of this Contract (the "Effective Date") shall be three (3) Business Days after authorization for Buyer's execution of this Contract is obtained from the Miami-Dade County, Florida, Board of County Commissioners and Citizens Independent Transportation Trust ("CITT"). If the Effective Date does not occur on or before October 8, 2010, this Contract shall be null and void.

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

1. **REALTY**. Seller agrees to sell to Buyer, and its successors in interest, that certain real property specifically described in Composite Exhibit "A," 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 Composite Exhibit "A", the sum of **$5,025,000.00** to be paid at closing by Miami-Dade County check payable in clear funds to the law firm of Brigham Moore LLP Trust Account as attorneys for Seller.

3. **INTEREST CONVEYED**. Seller is the record owner of the fee simple title to the subject Property and agrees to convey good, marketable and insurable title of the Property by Warranty Deed. Notwithstanding any other provision set forth herein, the County may use the property for any purpose it deems appropriate.

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, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option, or Seller and Buyer may elect to have Buyer 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. **INSPECTIONS/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" of the Property from the Miami-Dade County Department of Environmental Resources Management (DERM). The Seller hereby authorizes 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" or subsequent testing confirms any defects on the Property, including the presence of contamination and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Seller written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing or is unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to closing at Buyer's option without adjustment to the Purchase Price, such option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, Buyer or Seller may elect to terminate this Contract within fifteen (15) days of receipt of such Letter or testing reports by giving written notice to the other party, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Should Buyer and Seller elect not to terminate this Contract and proceed with Closing, Seller shall, at Seller's sole cost and expense, promptly and diligently commence and complete any and all assessments and clean ups and monitoring of the Real Property necessary to obtain full compliance with any and all applicable governmental restrictions.

7. **SURVEY.** No later than 30 days prior to the closing date Buyer may obtain at Buyer's sole cost and expense, a current certified survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to Buyer and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Buyer and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the survey shows any encroachment on the Property or that any improvements on the Property encroach on the land of others, the same shall be regarded as a title defect.

8. **TENANCIES.** 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 other than an oral "tenancy at will" agreement for an individual to store hay/horse bedding on the Property. Seller warrants and represents that as of closing, no person will be living on or occupying the Property, that there will be no tenant in possession of the Property and that there will be no leases or other agreements and understandings affecting possession, use or occupancy of the Property (and that the Property will be free and clear of the aforesaid oral agreement and property of the aforesaid individual).

9. **LIENS.** Certified municipal and county liens, and unpaid taxes, 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.

10. **AS-IS.** Buyer shall purchase the Property "AS-IS," "WHERE-IS," "WITH ALL FAULTS" as of the date that Seller signs this Contract in all respects, it being agreed that, except as specifically set forth herein, Seller has made no warranties or representations whatsoever pertaining to the Property, the condition thereof, the value thereof, or any other matter with respect to the Property and Seller shall have no construction, repair, removal, or improvement obligations whatsoever with respect to the Property or any personal property or improvements therein, thereunder, or thereabout. Buyer acknowledges that in purchasing the Property, Buyer conducted its own physical and environmental inspections and other studies, and if Buyer purchases the Property it is on this basis, with assumption of the risks that adverse physical conditions may not have been revealed by its investigations. Seller specifically disclaims any warranty or representation as to fitness, merchantability, fitness for a particular purpose, habitability or tenantability and only makes the limited representations, warranties and agreements as expressly set forth herein. Without limiting the foregoing, Seller shall have no obligation to repair or to remove the perimeter fence existing at the Property.

11. **CLOSING.** The closing of this transaction (including the execution and delivery of all closing documents and the delivery of Seller's net proceeds) shall be completed within 45 days after the Effective Date, unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of closing shall be set by Buyer.

12. 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. As used herein, the term "Business Day" is any day that is not a Saturday, Sunday, or holiday when banks are not open for business in Miami-Dade County, Florida. If any deadline falls on day other than a Business Day, the deadline will be extended to the next Business Day. Business Days end at 5:00 p.m., Eastern Time.

13. BROKER FEES. Corporate Realty Solutions, Inc. represents the Seller in this transaction and both Buyer and Seller warrant that no other persons, firms, corporations or other entities are entitled to a real estate broker fee or commission due pursuant to this transaction or subsequent closing. Corporate Realty Solutions, Inc. shall be compensated solely by Seller from Seller's proceeds and by separate agreement. Buyer shall not be responsible for contribution towards the payment of any real estate fees or commission.

14. EXPENSES. This property is being purchased under the threat of condemnation for use in connection with a Miami-Dade Transit busway; therefore, Buyer shall be responsible for recording fees on the Warranty Deed as well as payment of Florida Documentary Stamp Tax and Miami-Dade County Surtax on the Warranty Deed, if any.

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

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

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

18. LITIGATION. In the event of any litigation arising out of this Contract, each party shall bear its own attorneys' fees and costs, without limitation.

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

20. 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. If this transaction does not close, and with respect to changes in the Property resulting from access thereto by or on behalf of Buyer, Buyer shall promptly restore the Property to its condition on the Effective Date of this Contract; Buyer's agreement to repair and to restore the Property shall survive any termination of this Contract. Prior to Buyer's or its officers,' employees,' or agents,' entry onto the Property, Buyer shall provide to Seller by fax to (305) 858-5828, Attn.: Amy Brigham Boulris, Esq. (provided that Buyer obtains and retains printed confirmations of receipt of the faxes), twenty-four (24) hours prior written notice of the intended entry onto the Property, which notice shall identify the purpose of the entry. Those persons

entering onto the Property who are not employees of Miami-Dade County, Florida shall carry liability insurance with combined limits of at least $1,000,000.00. Buyer shall only permit employees of Miami-Dade County, Florida, or licensed or bonded third parties with the aforementioned insurance to enter the Property for or on behalf of Buyer. All inspections shall be conducted at Buyer's sole cost and in strict compliance with applicable law. Subject to the statutory limits in Florida Statute 768.28, Buyer shall indemnify, defend, and hold Seller harmless from and against any and all actual and threatened losses, damages, claims and liens which arise as a result of the activities on the Property by or on behalf of Buyer, and against any and all claims for death of or injury to persons or damage to properties arising out of or as a result of the activities by or on behalf of Buyer on or about the Property. Buyer shall, in a timely manner, pay in full the cost of all inspections, investigations and inquiries of any kind, so that no person or entity shall have the right to file any lien against the Property. In the event any lien is filed arising out of such activities, Buyer shall immediately bond that lien off the Property. Buyer's foregoing indemnity of Seller and Buyer's other obligations under this Paragraph 20 shall survive the closing or any termination of this Contract for any reason whatsoever.

21. 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.

22. 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.

23. 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.

24. EFFECTIVENESS. This Contract is contingent upon full and binding approval of the Board of County Commissioners ("Board") and the CITT and will become effective only when both Buyer and Seller have fully executed this document.

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

as to Buyer:

Jorge Martinez-Esteve, Esq.
Miami-Dade County
County Attorney's Office
111 N.W. 1 Street, Ste 2810
Miami, FL 33128-1970

as to Seller:

Amy Brigham Boulris, Esq.
Brigham Moore, LLP
2525 Ponce de Leon Boulevard
Suite 625
Coral Gables, Florida 33134

26. PENDING LAWSUIT. The Buyer and Seller agree that this contract is entered into freely and voluntarily and as a result of an arms-length transaction. Buyer and Seller further agree that this purchase is not being made under threat of condemnation with respect to the North Corridor Metrorail project, as further described in the Complaint in case no. 07-14382 CA 08 in the 11th Judicial Circuit in and for Miami-Dade County, Florida (the "Lawsuit"). As a condition of this Contract, the Seller shall dismiss with prejudice the Lawsuit within 10 days of the closing and shall simultaneously execute and deliver to Buyer a release in the form attached hereto as Exhibit B. Each party to the Lawsuit shall bear its own fees and costs in the Lawsuit, without limitation.

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

ATTEST:

BUYER:
MIAMI-DADE COUNTY

By: _____
Clerk

By: _____
County Mayor

DATE: _____

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

The foregoing was accepted and approved on the _____ day of _____ 2010, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Signed, sealed and delivered in the presence of:

Witness
Print Name Jessica Alfonso-Baez

Witness
Print Name Lourdes Artigas

Witness
Print Name Thomas J. Cunningham

SELLER:
EVERGLADES SUGAR AND LAND PARTNERS, LTD., a Florida limited partnership

By: Sybil Benazera Successor Trustee
Sybil Benazera, Successor Trustee
of the Ethel Burd Sernaker
Declaration of Trust, dated
11/22/89, its General Partner

DATE: June 29, 2010

LEGAL DESCRIPTION FOR PARCEL A & B

LEGAL DESCRIPTION:

A PORTION OF TRACTS 1 AND 2, EVERGLADES SUGAR AND LAND COMPANY'S SUBDIVISION, OF SECTION 33, TOWNSHIP 51 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGE 75, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 1°47'35" EAST ALONG THE EAST LINE OF SAID SECTION 33 FOR 659.77 FEET; THENCE SOUTH 87°49'21" WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE AND ALONG THE SOUTH LINE OF SAID TRACT 2 FOR 175.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 1°47'35" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-817, AS RECORDED IN OFFICIAL RECORD BOOK 1751 AT PAGE 147, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR 127.41 FEET; THENCE ALONG THE WESTERLY AND SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE FOR THE HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 86471-2303 AND ACCORDING TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LIMITED ACCESS RIGHT OF WAY ORDER OF TAKING FOR PROJECT NO. 86471-2303 RECORDED IN OFFICIAL RECORD BOOK 7178 AT PAGE 73 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR THE FOLLOWING SEVEN COURSES; (1)THENCE SOUTH 88°12'25" WEST FOR 1.00 FOOT; (2)THENCE NORTH 1°47'15" WEST FOR 99.76 FEET; (3)THENCE NORTH 5°13'36" WEST FOR 200.36 FEET; (4)THENCE NORTH 1°47'35" WEST FOR 100.24 FEET; (5)THENCE NORTH 86°11'33" WEST FOR 82.01 FEET TO THE INTERSECTION WITH A CIRCULAR CURVE CONCAVE TO THE NORTH, AND HAVING A TANGENT BEARING OF NORTH 89°40'03" WEST; (6)THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3392.05 FEET, THROUGH A CENTRAL ANGLE OF 6°24'13" FOR 379.11 FEET; (7)THENCE NORTH 83°15'49" WEST FOR 351.93 FEET; THENCE NORTH 1°47'32" WEST ALONG THE EAST LINE OF THE EAST 100.00 FEET OF THE WEST 325.00 FEET OF SAID TRACT 1 FOR 11.82 FEET; THENCE SOUTH 87°50'33" WEST ALONG NORTH LINE OF SAID TRACT 1 FOR 325.00 FEET; THENCE SOUTH 1°47'32" EAST ALONG THE WEST LINE OF SAID TRACT 1 FOR 310.12 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 1; THENCE NORTH 87°49'57" EAST ALONG THE NORTH LINE OF SAID TRACT 2 FOR 325.00 FEET; THENCE SOUTH 1°47'32" EAST ALONG THE EAST LINE OF THE WEST 325.00 FEET OF SAID TRACT 2 FOR 330.05 FEET; THENCE NORTH 87°49'21" EAST ALONG THE SOUTH LINE OF SAID TRACT 2 FOR 819.95 FEET TO THE POINT OF BEGINNING. LESS EXISTING RIGHT-OF-WAY.

AND

PARCEL B

THE WEST 125.00 FEET OF SAID TRACT 2 LESS THE NORTH 25.00 FEET THEREOF.

SURVEYOR'S REPORT:

1. THIS SKETCH AND LEGAL DESCRIPTION DOES NOT CONSTITUTE A SURVEY.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE TRANSVERSE MERCATOR COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983 /ADJUSTMENT 1990.
3. DATE PREPARED: MAY 13th, 2008 AND REVISED AS OF JUNE 21ST, 2010.
4. PREPARED FOR MIAMI-DADE TRANSIT.
5. LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY OTHERS AND FURNISHED BY THE CLIENT.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MANUEL G. VERA Jr.
PROFESSIONAL SURVEYOR AND MAPPER #5291
STATE OF FLORIDA
NOT VALID UNLESS SEALED WITH THE EMBOSSED SURVEYOR'S SEAL.

NOT A SURVEY

PARCEL SKETCH
PARCEL A & B

Folio No: 34-1133-003-0010.

Date: 06/21/2010

MIAMI-DADE

MIAMI-DADE

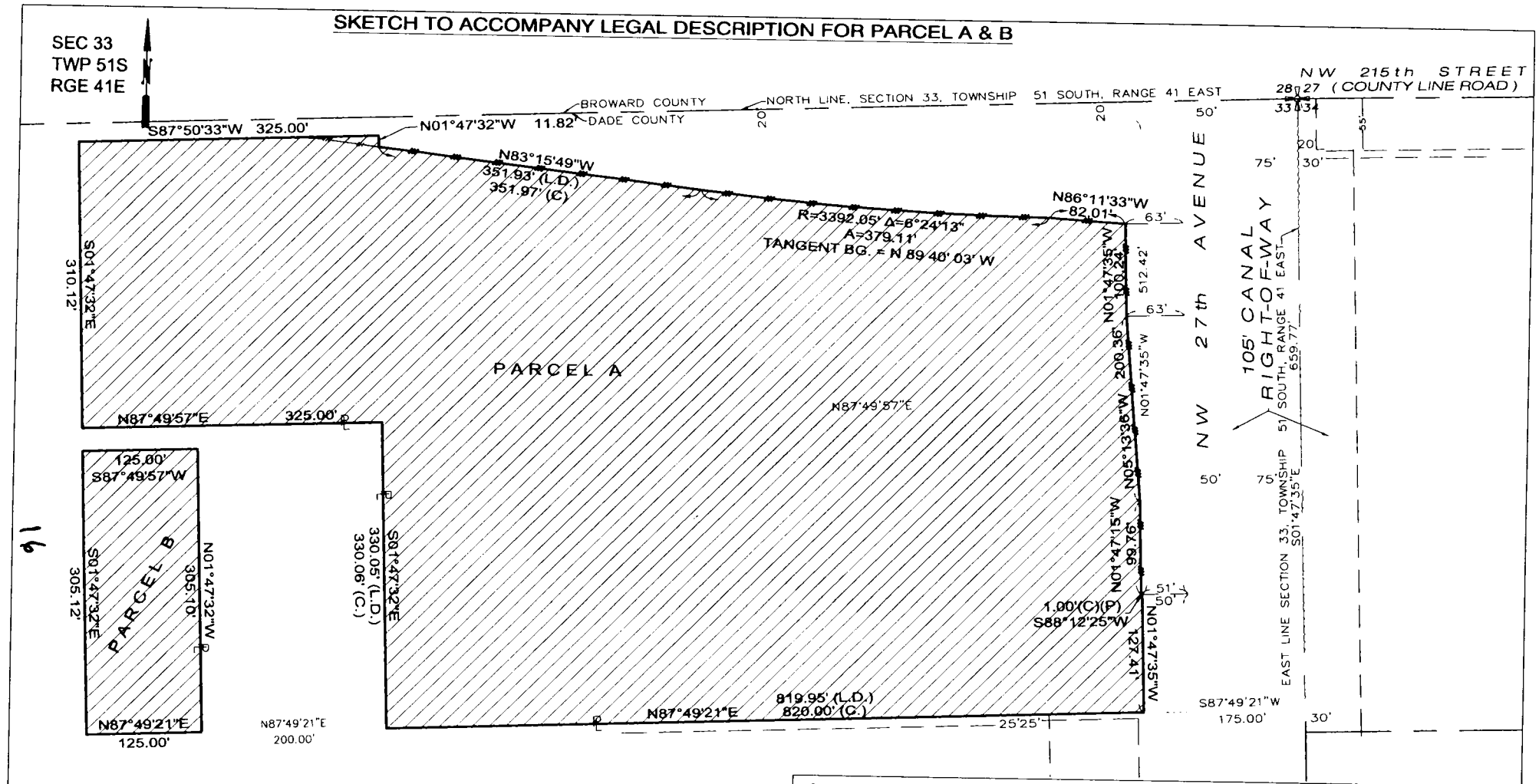
MANUEL G. VERA & ASSOCIATES, INC.
ENGINEERS ● SURVEYORS ● MAPPERS
13960 SW 47th STREET, MIAMI, FL 33175-3616
TEL: (305) 221-6210 FAX: (305) 221-1295
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB-2439

EVERGLADES PARK & RIDE

Contract No.

SHEET 1 OF 2

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR PARCEL A & B



NOT A SURVEY

Scale 1"=100'

ABBREVIATIONS:

A	=DENOTES ARC LENGTH
℄	=DENOTES CENTER LINE
(C)	=DENOTES CALCULATED
R/W	=DENOTES RIGHT-OF-WAY
℞	=DENOTES PROPERTY LINE
RES.	=DENOTES RESOLUTION
(L.D.)	=DENOTES LEGAL DESCRIPTION
(R)	=DENOTES RECORD
R	=DENOTES RADIUS
P.B.	=DENOTES PLAT BOOK
PG.	=DENOTES PAGE
(D)	=DENOTES DEED BOOK
Δ	=DENOTES CENTRAL ANGLE OR DEFLECTION ANGLE
O.R.B.	=DENOTES OFFICIAL RECORDS BOOK
T	=DENOTES TANGENT LENGTH
SEC.	=DENOTES SECTION
TWP.	=DENOTES TOWNSHIP
RGE.	=DENOTES RANGE
P.O.C.	=DENOTES POINT OF COMMENCEMENT
P.O.B.	=DENOTES POINT OF BEGINNING
N.T.S.	=DENOTES NOT TO SCALE
S.R.	=DENOTES STATE ROAD

PARCEL SKETCH
PARCEL A & B

= PROPOSED PARCEL LIMITS.

Parcel Area: 603,598 s.f. = ± 13.85 AC
Folio No: 34-1133-003-0010.

Date: 06/21/2010

MIAMI-DADE

MIAMI-DADE

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FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB-2439

EVERGLADES PARK & RIDE

Contract No.

SHEET 2 OF 2

EXHIBIT "B"

RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Everglades Sugar and Land Partners, Ltd., ("First Party"), for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by First Party, does hereby remise, release, acquit, satisfy and forever discharge MIAMI-DADE COUNTY, together with its directors, officers, attorneys, employees, agents, insurers, successors and assigns (hereinafter collectively referred to as the "Second Party"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, attorneys' fees, costs, judgments, executions, claims, damages, and demands whatsoever, in law or in equity, which the First Party ever had, now has, or may have against the Second Party, from the beginning of the world to the day of this Release; provided, however, that this release is expressly limited to any claims related to the property legally described in Exhibit A attached hereto, including but not limited to claims which were asserted or alleged in that certain legal action pending between the First Party and Second Party in the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida captioned *Everglades Sugar and Land Partners, Ltd. v. Miami-Dade County,* Case No. 07-14382 CA 08.

This will also acknowledge that the undersigned has been advised by counsel regarding the effect of the signing, swearing to, and delivering of this Release; that no promise, inducement or agreement not expressed herein has been made to the First Party; that First Party has not assigned any claim against Second Party to any person; that this Release contains the entire agreement between the parties; and that the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____ 2010.

By: _____(print name)

Witness _____ (print name)

Witness _____ (print name)