Memorandum

MIAMI-DADE COUNTY

Date:	May 3, 2011
To:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Resolution Authorizing Payment of Reasonable Attorney's Fees and Costs Pursuant to Chapters 73.091 and 73.092, Florida Statutes; and Approving the Contract for Sale and Purchase of Designated Property Known as Parcel 35 for the People's Transportation Plan (PTP) Project Entitled as Roadway Expansion and Improvements to SW 27 Avenue, from US 1 to South Bayshore Drive and Authorizing the Use of Charter County Transportation Surtax Funds

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

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) authorize the payment of reasonable attorney's fees and costs pursuant to Chapters 73.091 and 73.092, Florida Statutes, and approve the contract for sale and purchase, attached hereto as Exhibit "1" and made a part hereof, to acquire in fee simple property known as Parcel 35, under the terms and conditions and for the compensation provided in said contract, for necessary right-of-way for the People's Transportation Plan (PTP) project entitled Roadway Expansion and Improvements to SW 27 Avenue, from US 1 to South Bayshore Drive.

SCOPE

The impact of this project is Countywide and is located within Commission District 7.

FISCAL IMPACT/FUNDING SOURCE

Funding for the right-of-way acquisition and construction of this project is funded from Charter County Transportation Surtax Bond Proceeds; therefore, approval by the Citizens' Independent Transportation Trust (CITT) and BCC is required. The attached Purchase and Sale Contract is in the amount of $75,600 and includes all expert fees, costs, and attorneys' fees. The funding index code for this project is CPEPTP40727A as programmed within the adopted FY2010-11 Capital Budget. This project was specifically listed in the PTP as one of the Board requested improvement projects for Commission District 7; however, this project will be of benefit Countywide. Once the project is completed, it is estimated that the fiscal impact to the annual maintenance and operations costs will be approximately $6,482 and $1,062, respectively, to be funded through the Department's General Fund allocation.

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

The Public Works Department has programmed the construction of SW 27 Avenue, as part of the PTP Project Entitled Roadway Expansion and Improvements to SW 27 Avenue from US1 to South Bayshore Drive. The proposed project includes roadway expansion, improvements and beautification. The area to be acquired by Miami-Dade County is necessary for the proposed roadway improvements, and is legally described in Exhibit "A" and illustrated on the parcel location map in Exhibit "B," both attached herewith. Parcel 35 is a portion of the real property located at 3176 SW 27 Avenue.

The BCC previously approved Resolution No. R-1211-08 on November 20, 2008, declaring the acquisition of the subject property to be a public necessity, and authorizing the County Mayor or

Mayor's Designee and the County Attorney to take all appropriate actions to purchase this property, and to employ appraisers and expert witnesses in connection therewith.

The subject property was appraised for the County by an independent appraiser for a total value of $56,600.00, including $37,000.00 for land, $600.00 for site improvements and $19,000.00 for the necessary cost to cure the remaining parent tract, arising from the acquisition. Thereafter, an offer was extended to the owner, Grove Gate Condominium Association, Inc., whose President is Robert C. Frazier, for the appraised amount of $56,600.00. The property owner accepted the offer, subject to payment of attorney's fees in the amount of $12,000.00, and expert fees in the amount of $7,000.00 which had been incurred in connection with the purchase.

It is recommended that the purchase of the subject property be approved in the amount of $56,600.00, as set forth in the Purchase and Sales Contract, attached as Exhibit "1," plus attorney's fees in the amount of $12,000.00 and expert fees in the amount of $7,000.00, for a total of $75,600.00. The recommended settlement will expedite the acquisition of the needed right-of-way and avoid additional costs and fees associated with litigation and trial.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: May 3, 2011

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

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

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)(H)
5-3-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PAYMENT OF REASONABLE ATTORNEY'S FEES AND COSTS PURSUANT TO CHAPTERS 73.091 AND 73.092, FLORIDA STATUTES; AND APPROVING THE CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 35 IN THE AMOUNT OF $75,600 WITH MIAMI-DADE COUNTY AS PURCHASER AND GROVE GATE CONDOMINIUM ASSOCIATION, INC. AS SELLER, FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED ROADWAY EXPANSION AND IMPROVEMENTS TO SW 27 AVENUE FROM US 1 TO SOUTH BAYSHORE DRIVE AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS

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 by Resolution No. R-1211-08 authorized and directed the County Mayor or the County Mayor designee and the County Attorney to take any and all appropriate actions to acquire Parcel 35 in fee simple as part of the necessary right-of-way for expansion and improvements to SW 27 Avenue from US 1 to South Bayshore Drive,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board ratifies and adopts these matters set forth in the foregoing recitals.

Section 2. This Board hereby approves the Contract for Sale and Purchase in the amount of $75,600, including attorney's fees and expert fees, as shown in Exhibit "1" attached hereto and made a part hereof, between Grove Gate Condominium Association, Inc. as seller,

and Miami-Dade County, as purchaser, for the purchase of property more specifically described in Exhibit "A" and illustrated in Exhibit "B," in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida and to exercise the provisions contained therein; and authorizes the use of Charter County Transportation Surtax Funds.

Section 3. Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or County Mayor's designee to record the instruments of conveyance accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy 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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Jean Monestime
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of May, 2011. 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

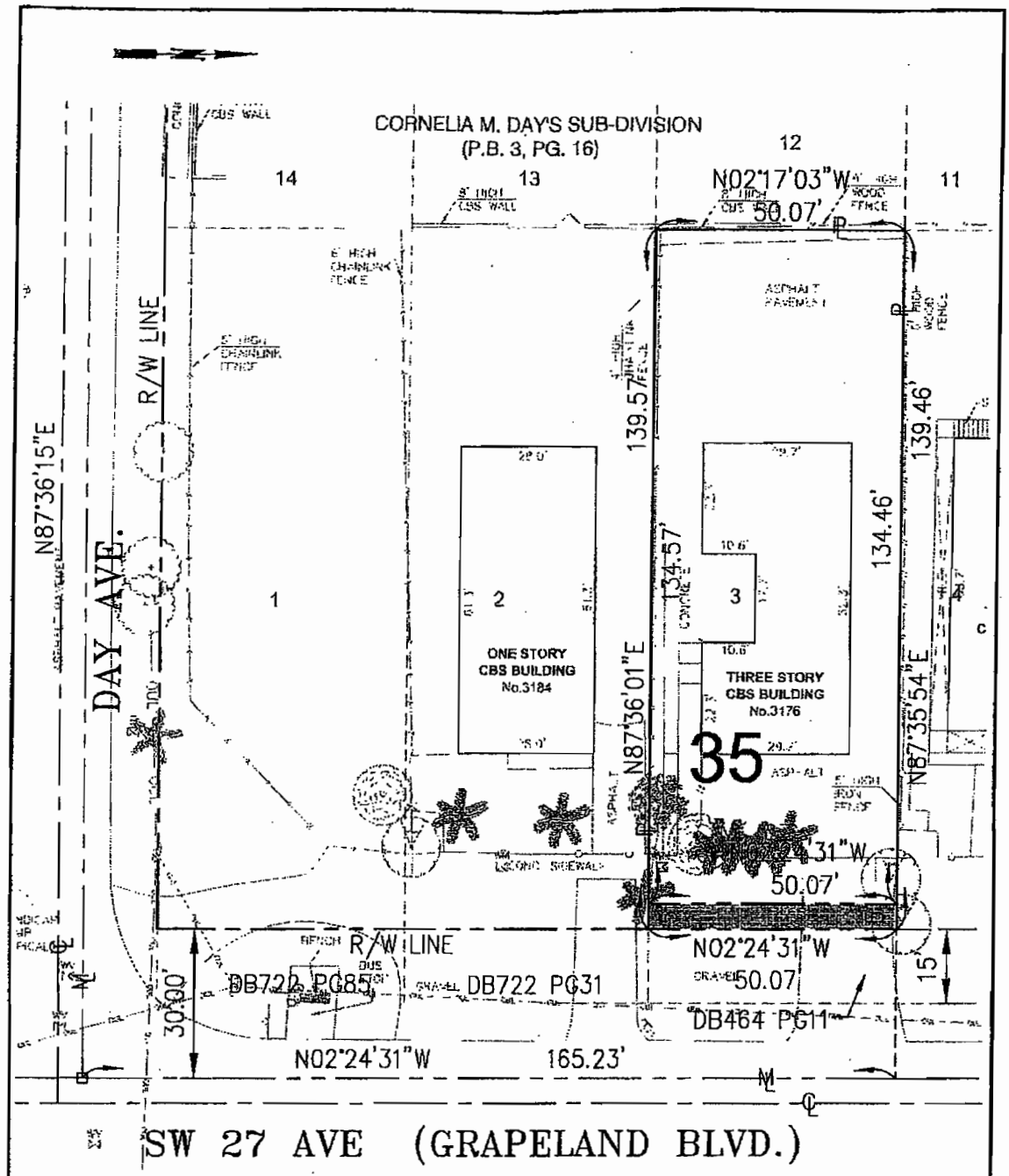
Approved by County Attorney as
to form and legal sufficiency.

Jorge Martinez-Esteve

Miami-Dade County
Public Works Dept.

EXHIBIT "A"
SW 27 AVENUE
(FEE SIMPLE)

Parcel No.35: The East 20 feet of Lot 3 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 November 5, 1924 recorded in Deed Book 464 at Page 11 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)	LENGTH	
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 = 6,966 square-feet = 0.160 acres
Area of Parcel = 250 square-feet = 0.006 acres
Ref. Topo Survey prepared by HADONNE CORP. dated 8-23-07

Job No. 08107
Folio No: 01-4121-100-0001
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	SCALE: 1" = 20' DATE: 08-14-08
		CHECKED BY: C. SOCARRAS
		DRAWN BY: L. ESPINOSA
	PARCEL NO. 35	PROJECT 2004-0337 SHEET: 1 OF 1

EXHIBIT "B" 8

EXHIBIT "1"

Project Name: SW 27 Ave. from U.S. 1 to South Bayshore Dr.
Project No: 2004-0337
Parcel No: 35
Parcel Address: 3176 SW 27 Ave.
Folio No.: 01-4121-109-0001

CONTRACT FOR SALE AND PURCHASE

This **Contract for Sale and Purchase** is entered into as of the 13 day of FEBRUARY 2011, 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 **Grove Gate Condominium Association, Inc.**, a not-for-profit Florida corporation, hereinafter referred to as "Seller(s)" whose Post Office Address is 9130 S. Dadeland Blvd., #1500, Miami, Florida 33156.

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

1. REALTY. Seller(s) agree 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(s), and all right, title and interest of Seller(s) 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(s) 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(s) for the property referenced in Exhibit "A", the sum of **$56,600.00 (Fifty-Six Thousand Six Hundred Dollars)** for the area denoted as Parcel 35. This $56,600.00 consists of $37,000.00 (Thirty-Seven Thousand Dollars) for the real estate to be acquired in fee simple, $600.00 (Six Hundred Dollars) for site improvements and $19,000.00 (Nineteen Thousand Dollars) for the net cost to cure; to be paid at closing by Miami-Dade County or designee, by county check.

3. INTEREST CONVEYED. Seller(s) are the recorded owners of the fee simple title to the subject Property, and agree 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.

EXHIBIT "1"

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(s) agree(s) 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(s). If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller(s) shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects. If Seller(s) is/are 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(s) agree(s) that the full compensation for such taking shall be the purchase price designated in paragraph 2 hereof and nothing more whatsoever: and Seller(s) further agree(s) 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(s) hereby authorize(s) 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(s) 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(s) warrant(s) and represent(s) 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.

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

SEE ATTACHED
DISCLAIMER OF INTEREST.

8. LIENS. Certified municipal and county liens, if any, shall be paid in full at or before closing by the Seller(s). 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(s).

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(s) or as otherwise provided herein. The precise date, time and place of closing shall be set by the Buyer.

10. TIME. Buyer and Seller(s) 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(s) or Buyer.

11. BROKER FEES. Seller(s) warrant(s) 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. As a result of negotiations, the County has agreed payment of appropriate fees and costs as follows: attorney's fees and costs of $12,000.00, expert's fees and costs of $7,000.00. These fees and costs are final and resolve all fees and costs.

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

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

15. DEFAULT. If Seller(s) default(s) under this Contract, Buyer may waive the default and proceed with closing or seek specific performance. If Buyer defaults under this Contract, Seller(s) 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(s) warrant that there are no facts known to Seller(s), which materially affect the value of the Property which has not been disclosed by Seller(s) 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(s) agree(s) 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(s) 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(s) 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): Bruce A. Arrick, Registered Agent
9130 S. Dadeland Blvd., #1500
Miami, FL 33156

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-_____of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the___day of , A.D. 2011.

SELLER(S):
Grove Gate Condominium Association, Inc.

Signed, sealed and delivered in the presence of:

Witness: _____
Witness Print Name: RONALD E. FRAZIER II

Witness: _____
Witness Print Name: Mark J Sweeney

Witness: _____
Witness Print Name: RONALD E FRAZIER II

Witness: _____
Witness Print Name: Mark J Sweeney

Robert Christopher Frazier
By: Robert C. Frazier, President

Date: 2/13/11

Anthony Romano
By: ANTHONY ROMANO, TREASURER

Date: 2.13.11

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 13th day of February, A.D. 2011, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Robert C. Frazier** and Anthony Romero, personally known to me, or proven, by producing the following identification: _____ to be the President and TREASURER of **Grove Gate Condominium Association, Inc.**, a not-for-profit Florida corporation, under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officer(s) severally acknowledged before me that *(he/she/they)* executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

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

Alejandra Chamorro
Notary Signature

Alejandra Chamorro
Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

Notary Public State of Florida
Alejandra Chamorro
My Commission DD922338
Expires 09/02/2013

Project Name: SW 27 Ave, from U.S. 1 to South Bayshore Dr.
Project No: 2004-0337
Parcel No: 35
Parcel Address: 3176 SW 27 Ave.
Folio No.: 01-4121-109-0001

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, **Robert C. Frazier**, ("Affiant(s)") this 18th day of February, 2011, 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) **Grove Gate Condominium Association, Inc.**, not-for-profit Florida corporation, whose address is 3176 SW 27 Avenue, Coconut Grove, Florida 33133, is the record owner 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 %
* UNIT 1	ERIC S JOHNSON	4000 Collins Ave, #422 Miami Bch 33140	11.1% as
	TERRY MCVAY	2216 Cliffside Dr Sanford NC 27330	to Both
UNIT 2	JUELISSE PUENTE	3176 SW 27 Ave #2 Miami 33133	11.1%
UNIT 3	MARK MAN GRUM	3220 Gifford Ln #1 Miami 33133	11.1%
UNIT 4	ROBERT C FRAZIER	3176 SW 27th Ave #4 Miami 33133	22.2%
** UNIT 5	DAVID & LINDA BROWN	4100 Salzedo St #413 Coral Gables FL 33146	22.2% as to
	CHET EVANS	530 Setting Sun Dr Winter Garden FL 34787	ALL
UNIT 6	Anthony F. ROMANO	3176 SW 27 Ave #6 Miami 33133	22.2%

* Probated from VANCE JOHNSON to the above Adult children.

** William & Kathi Proulx 1030 MARTINI LANE, BEDFORD, Kentucky 40006-8791

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

FURTHER AFFIANT(S) SAYETH NOT. **AFFIANTS:**

Robert Christopher Frazier

By: Robert C. Frazier, PRESIDENT

Anthony Romano

By: Anthony Romano, TREASURER

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 13th day of February, A.D. 2011, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Robert C. Frazier** and Anthony Romano personally known to me, or proven, by producing the following identification: _____ to be the President and TREASURER of **Grove Gate Condominium Association, Inc.,** a not-for-profit Florida corporation, under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officer(s) severally acknowledged before me that *(he/she/they)* executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

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

Alejandra Chamorro

Notary Signature

Alejandra Chamorro

Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

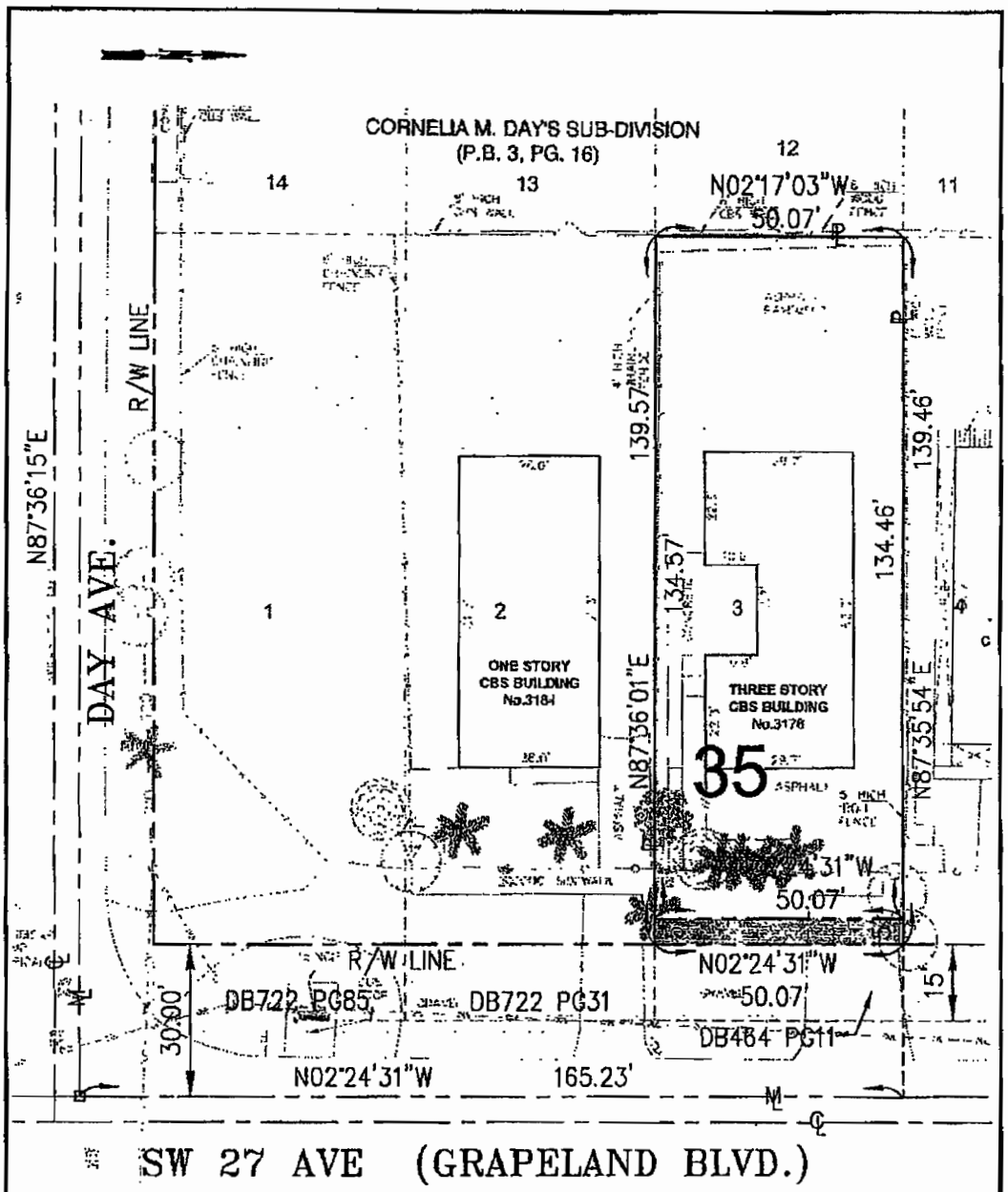
Notary Public State of Florida
Alejandra Chamorro
My Commission DD922338
Expires 09/02/2013

Miami-Dade County
Public Works Dept.

EXHIBIT "A"
SW 27 AVENUE
(FEE SIMPLE)

Parcel No.35: The East 20 feet of Lot 3 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 November 5, 1924 recorded in Deed Book 464 at Page 11 of the Public Records of Miami-Dade County, Florida.

Exhibit B



LEGEND

	PROPERTY LINE		RIGHT-OF-WAY LINE						
	EXISTING EDGE OF PAVEMENT	(PT)	POINT OF TANGENCY		JOINT USE PARCEL AREA	(L)	LENGTH		
	BOUNDARY LINE	(POB)	POINT OF BEGINNING	(R)	RADIUS	(Δ)	DELTA		
	CENTER LINE	(PCU)	POINT OF CUSP	(PI)	POINT OF INTERSECTION	℄	PROPERTY LINE		
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Area of Parent Tract = 6,986 square-feet ± 0.160 acres
Area of Parcel = 250 square-feet = 0.006 acres
Ref. Topo Survey prepared by HADONNE CORP. dated 8-23-07

Job No. 08107
Folio No: 01-4121-108-0001
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	SCALE: 1" = 20' DATE:08-14-08
		CHECKED BY: C. SOCARRAS
		DRAWN BY: L. ESPINOSA
	PARCEL NO. 35	PROJECT 2004-0337 SHEET: 1 OF 1

Memorandum

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

From: Charles Scurr, Executive Director

Date: April 26, 2011

Re: RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS (BCC), THE APPROVAL OF A CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS **PARCEL 35** WITH MIAMI-DADE COUNTY AS PURCHASER, AND GROVE GATE CONDOMINIUM ASSOCIATION, INC. AS SELLER, IN THE AMOUNT OF $75,600.00, FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE TRANSPORTATION PLAN (PTP) PROJECT ENTITLED AS ROADWAY EXPANSION AND IMPROVEMENTS TO SW 27 AVENUE FROM US 1 TO SOUTH BAYSHORE DRIVE AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS **(PWD – BCC Legislative File No. 110562)**

On April 25, 2011, the CITT voted to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 11-015. The vote was as follows:

Hon. Linda Zilber, Chairperson – Aye
Paul J. Schwiep, Esq., 1st Vice Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 2nd Vice Chairperson – Aye

Christopher Benjamin, Esq. – Absent
David Concepcion – Aye
Glenn J. Downing, CFP® – Aye
Alfred J. Holzman – Aye
Hon. James A. Reeder – Aye
Marilyn Smith – Aye
Harold Braynon, Jr. – Aye
Joseph Curbelo – Aye
Peter L. Forrest – Aye
Miles E. Moss, P.E. – Aye
William Sancho – Absent

cc: Ysela Llort, Assistant County Manager
Bruce Libhaber, Assistant County Attorney