Memorandum

MIAMI-DADE COUNTY

Date: May 3, 2011

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

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

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 31 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

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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 31, 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 Citizens' Independent Transportation Trust (CITT) and BCC is required. The attached Purchase and Sale Contract is in the amount of $528,000 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 31 is a portion of the real property located at 3130 SW 27 Avenue.

The BCC previously approved Resolution No. R-1207-08 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 $501,000.00, including $374,000.00 for land, $9,200.00 for site improvements and $117,800.00 for the necessary cost to cure the remaining parent tract, arising from the acquisition. Thereafter, an offer was extended to the owner, Andmar Enterprises, Inc., whose President is Andrew Herskowitz, for the appraised amount of $501,000.00. The property owner accepted the offer, subject to payment of attorney's fees in the amount of $16,875.00, and expert fees in the amount of $10,125.00 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 $501,000.00, as set forth in the Purchase and Sales Contract, attached as Exhibit "1," plus attorney's fees in the amount of $16,875.00 and expert fees in the amount of $10,125.00, for a total of $528,000.00. 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)(I)

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)(I)
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 31 IN THE AMOUNT OF $528,000 WITH MIAMI-DADE COUNTY AS PURCHASER AND ANDMAR ENTERPRISES, 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-1207-08 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 31 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 $528,000, including attorney's fees and expert fees, as shown in Exhibit "1" attached hereto and made a part hereof, between Andmar Enterprises, 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
Jose "Pepe" Diaz
Barbara J. Jordan
Dennis C. Moss
Sen. Javier D. Souto
Lynda Bell
Sally A. Heyman
Jean Monestime
Rebeca Sosa

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

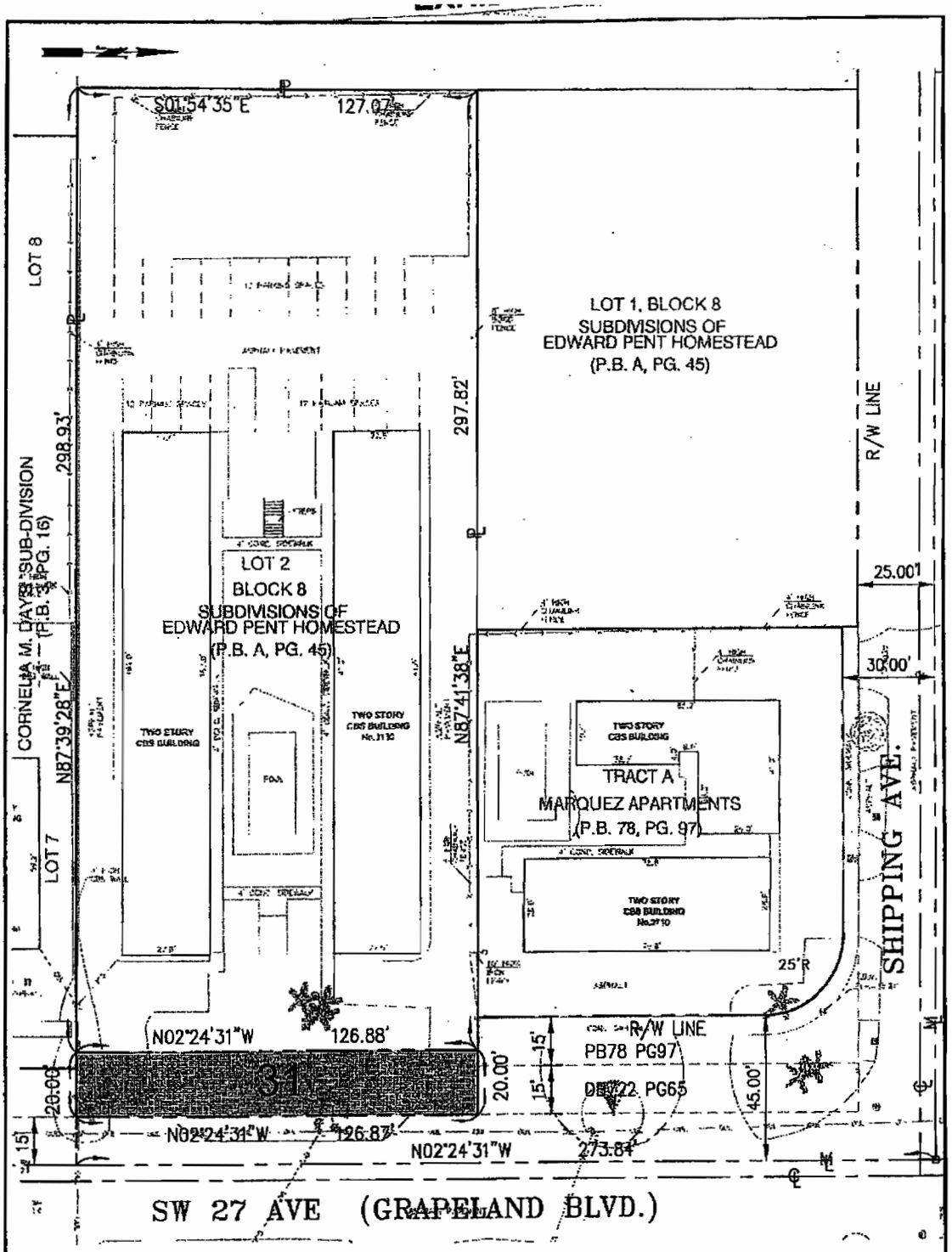
Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

Miami-Dade County
Public Works Dept.

EXHIBIT "A"
SW 27 AVENUE
(FEE SIMPLE)

Parcel No.31: The East 20 feet of Lot 2 in Block 8 of EDWARD PENT HOMESTEAD, according to the plat thereof recorded in Plat Book A, Page 45 of the Public Records of Miami-Dade County, Florida.



LEGEND

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

Area of Parent Tract = 40,423 square-feet = 0.928 acres
Area of Parcel = 2,537 square-feet = 0.058 acres
Ref. Topo Survey prepared by HADONNE CORP. dated 8-23-07

Job No. 08107
Folio No: 01-4121-016-0550
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. 31

SCALE: 1" = 30' | DATE: 08-14-08
CHECKED BY: C. SOCARRAS
DRAWN BY: L. ESPINOSA
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: 31
Parcel Address: 3130 S.W. 27 Ave.
Folio No.: 01-4121-016-0550

CONTRACT FOR SALE AND PURCHASE

This **Contract for Sale and Purchase** is entered into as of the_____ day of _____ 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 **Andmar Enterprises, Inc.**, a Florida corporation, hereinafter referred to as "Seller" whose Post Office Address is 1450 Madruga Avenue, Coral Gables, Florida 33146. 1209

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, that certain real property comprising **approximately 2,537 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 **$501,000.00 (Five Hundred and One Thousand Dollars)** for the area denoted as Parcel 31. This $501,000.00 consists of $374,000.00 (Three Hundred and Seventy-Four Thousand Dollars) for the real estate to be acquired in fee simple, $9,200.00 (Nine Thousand Two Hundred Dollars) for site improvements, and $117,800.00 (One Hundred Seventeen Thousand and Eight Hundred Dollars) for the net cost to cure; to be paid at closing by Miami-Dade County or designee, by county check.

(a) The Seller agrees to be responsible for paying any valid claim of any party with any ownership or occupancy interest in the property from the real estate purchase funds sent forth in Paragraph 2 of this Contract.

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. Owner represents and warrants that the following individuals or entities with ownership or occupancy interests in the property, have disclaimed such interests as set forth in composite Exhibit "C", attached.

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 shall, at Buyer's own cost and expense and, 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, Buyer agrees to provide and pay the cost of recording of recording of 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, including the institution of necessary lawsuits. If the 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 the Buyer may waive any defects and proceed with closing at Buyer's option.

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" of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM), and conduct any test required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste; it shall also include solid waste or debris of any kind. If the "Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Property, the Buyer may elect to terminate this Contract and both Buyer and Seller shall be released from all further obligations hereunder.

7. **TENANCIES.** 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 lessees. (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 or as otherwise provided herein. The precise date, time and place of closing shall be set mutually by both the Buyer and Seller..

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. As a result of negotiations, the County has agreed payment of appropriate fees and costs as follows: attorney's fees and costs of $16,875.00, expert's fees and costs of $10,125.00. 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 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. Any damages shall be paid by the Buyer associated with such inspections.

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: Peter Waldman, Esq.
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, FL 33301

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):
Andmar Enterprises, Inc.,
a Florida corporation

Signed, sealed and delivered in the presence of:

Witness: _____

Witness Print Name: 2-10-11 Liliana Tanez

Witness: _____

Witness Print Name: L. Aladro

Witness: _____

Witness Print Name: Liliana Tanez

Witness: _____

Witness Print Name: L. Aladro

By: Andrew L. Herskowitz, President

Date: 2/10/11

By: Marla Truegerman
MARLA TRUGERMAN
VICE President

Date: 2/10/11

CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 10th day of February, A.D. 2011, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Andrew L. Herskowitz** and _____, personally known to me, or proven, by producing the following identification: _____ to be the President and _____ of Andmar Enterprises, Inc., a Florida corporation, a 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.

MARIA C. FERNANDEZ
Notary Public - State of Florida
My Comm. Expires Jul 30, 2014
Commission # DD 993241
Bonded Through National Notary Assn.

Notary Signature

Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

Project Name: SW 27 Ave. from U.S. 1 to South Bayshore Dr.
Project No: 2004-0337
Parcel No: 31
Parcel Address: 3130 S.W. 27 Ave.
Folio No.: 01-4121-016-0550

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, Andrew L. Herskowitz, ("Affiant(s)") this _____ day of _____, 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) Andmar Enterprises, Inc., whose address is 1450 Madruga Avenue, Suite 209, Coral Gables, FL 33146, 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 %
Andrew Herskowitz	1450 Madruga Ave 209	50%
Marla Trugerman	1450 Madruga Ave 209	50%
	Coral Gables FL 33146	

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

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

By: Andrew L. Herskowitz, President

Marla Trugeman

By: MARLA TRUGEMAN Vice president

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 23 day of December, A.D. 2014 before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared Andrew L. Herskowitz and MARLA TRUGEMAN personally known to me, or proven, by producing the following identification: _____ to be the President and vice president of Andmar Enterprises, Inc., a 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.

MARIA C. FERNANDEZ
Notary Public - State of Florida
My Comm. Expires Jul 30, 2014
Commission # DD 993241
Bonded Through National Notary Assn.

Notary Signature

MARIA C. FERNANDEZ

Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of FL

My commission expires: 6/30/14

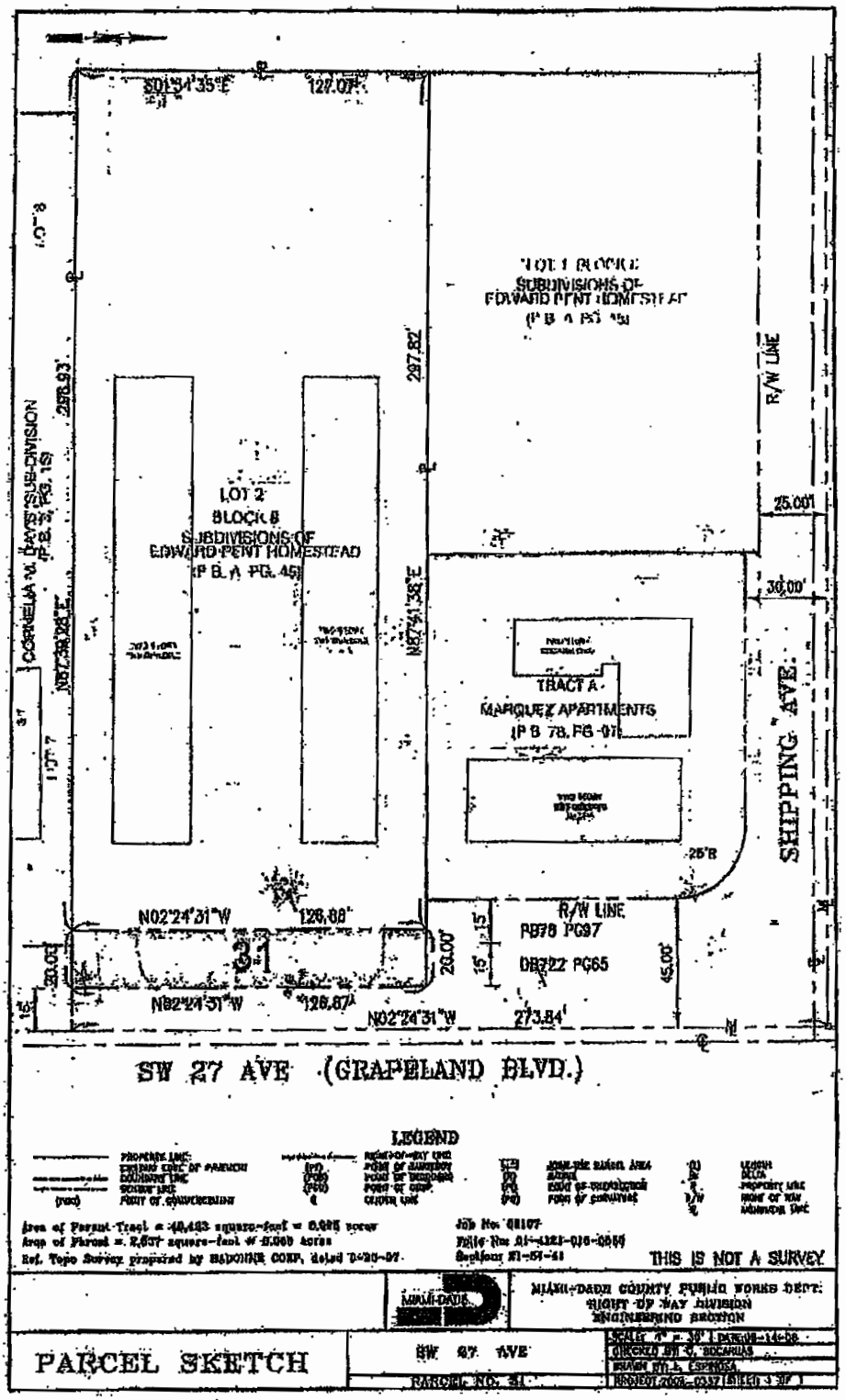
Commission/Serial No. DD 993241

Miami-Dade County
Public Works Dept.

EXHIBIT "A"
SW 27 AVENUE
(FEE SIMPLE)

Parcel No.31: The East 20 feet of Lot 2 in Block 8 of EDWARD PENT HOMESTEAD, according to the plat thereof recorded in Plat Book A, Page 45 of the Public Records of Miami-Dade County, Florida.

Exhibit B


S01°34'35"E
127.07'
LOT 1 BLOCK 8
SUBDIVISIONS OF
EDWARD PENT HOMESTEAD
(P.B. A PG. 45)
297.82'
R/W LINE
LOT 2
BLOCK 8
SUBDIVISIONS OF
EDWARD PENT HOMESTEAD
(P.B. A PG. 45)
CORNELIA M. DAVIS SUB-DIVISION
(P.B. 2 PG. 15)
298.93'
N87°41'38"E
25.00'
30.00'
TRACT A
MARQUEZ APARTMENTS
(P.B. 78, PG. 07)
SHIPPING AVE.
25'R
N02°24'31"W
126.88'
R/W LINE
RB78 PG97
DB722 PG65
20.00'
45.00'
N02°24'31"W
126.87'
N02°24'31"W
273.84'
SW 27 AVE (GRAPELAND BLVD.)
LEGEND
PROMENADE LINE
EXISTING EDGE OF PAVEMENT
BOUNDARY LINE
SECTION LINE
POINT OF COMMENCEMENT
POINT OF BEGINNING
POINT OF DIVERGENCE
POINT OF CURVATURE
POINT OF TANGENCY
CENTER LINE
POINT OF INTERSECTION
ZONE-PRE EXISTING AREA
AREA
POINT OF INTERSECTION
POINT OF CONTINUATION
LENGTH
DELTA
PROPERTY LINE
RIGHT OF WAY
MONUMENT LINE
Area of Parent Tract = 40,483 square-feet = 0.925 acres
Area of Parcel = 2,637 square-feet or 0.060 acres
Ref. Topo Survey prepared by BAYONNE CORP. dated 3-20-97.
Job No. 98107
File No. 01-4121-016-0555
Section 01-57-41
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. 31
SCALE: 1" = 30'
DATE: 08-14-08
CHECKED BY: C. BOCARDUS
DRAWN BY: L. CARMONA
PROJECT 2008-0337 (FILED 3-30-)

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 31** WITH MIAMI-DADE COUNTY AS PURCHASER, AND ANDMAR ENTERPRISES, INC. AS SELLER, IN THE AMOUNT OF $528,000.00, 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. 110569)**

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. 11-014. 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