MEMORANDUM

Agenda Item No. 8(M)(3)

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

DATE: November 15, 2011

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

SUBJECT: Resolution approving the Contract for Sale and Purchase of designated property known as Parcel 108 in the amount of $195,000 with Miami-Dade County as purchaser and Anthony and Flavia Hoo, as sellers, for property needed for the construction of a new Park and Ride Facility located at Southern Terminus of the Busway Extension to Florida City

The accompanying resolution was prepared by the Public Works and Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/up

Memorandum

MIAMI-DADE COUNTY

Date: November 15, 2011

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving the Contract for Sale and Purchase of Designated Property Known as Parcel 108 Required for the Construction of a Park and Ride Facility, Located at the Southern Terminus of the Busway Extension to Florida City, Adjacent to the North Side of Palm Drive (Southwest 344 Street) between NW 2 Avenue and NW 3 Avenue in Florida City; Authorizing Payment of Attorney's Fees Pursuant to Chapter 73.092, Florida Statutes; 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) approve the attached resolution which does the following:

- Approves 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 108, under the terms and conditions in said contract, for the necessary Park and Ride Facility, located at the southern terminus of the Busway Extension to Florida City adjacent to the north side of Palm Drive (SW 344 Street) between NW 2 Avenue and NW 3 Avenue in Florida City; and
- Authorizes the payment of attorney's fees pursuant to Chapter 73.092, Florida Statutes.

The BCC previously approved Resolution No. R-681-10 on June 15, 2010, declaring the acquisition of the subject property to be a public necessity, and authorized 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.

This resolution is for the acquisition of Parcel 108 and is part of a group of parcels needed by Miami-Dade County (County) for programmed construction of a Park and Ride Facility (Project), located at the southern terminus of the Busway Extension to Florida City adjacent to the north side of Palm Drive (SW 344 Street) between NW 2 Avenue and NW 3 Avenue in Florida City. It is anticipated that the proposed Project will consist of 14 parcels, of which five are simultaneously being presented for BCC approval on this agenda.

SCOPE

The impact of this Project is countywide; however, it is located within Commission District 9.

FISCAL IMPACT/FUNDING SOURCE

Funding for this Project (inclusive of construction and right-of-way acquisition of all parcels), is estimated at $10,140,000 and is funded from the Miami-Dade Transit (MDT) Capital Budget through a combination of grants and Joint Participation Agreements providing federal, state and local funding, including Charter County Transportation Surtax bond proceeds. This item will be presented to the Citizens' Independent Transportation Trust for review prior to final consideration by the BCC. Funding is currently programmed within the FY2011-12 Capital Budget and the index codes are MTOM15PR344 and MTBUS1FD0002. The index codes for the right-of-way acquisition are subject to change; however, any need for additional funds would require further BCC approval.

The attached Purchase and Sale Contract is in the amount of $195,000, attorneys' fees are in the amount of $6,982.50, and expert fees in the amount of $1,900. Once the Project is completed, annual operations and maintenance costs of approximately $90,000 are anticipated for the Project, which will be funded through the MDT Operating budget.

TRACK RECORD/MONITOR

Miami-Dade County has built several other Park and Ride Facilities along the Busway. The person responsible for managing this Project is Froilan I. Baez, Acting Chief, MDT Right-of-Way, Utilities & Property Management Division.

BACKGROUND

MDT has programmed the construction of a new Park and Ride Facility, located at the southern terminus of the Busway Extension to Florida City adjacent to the north side of Palm Drive (SW 344 Street) between NW 2 Avenue and NW 3 Avenue in Florida City. The proposed Project is anticipated to accommodate approximately 260 parking spaces and includes a "kiss and ride" drop off area, a passenger wait area, bus bays, a roundabout for buses using the Busway, a rest/break facility for bus drivers including restrooms, and other ancillary improvements standard for a Park and Ride Facility. Construction of this Project is scheduled to begin March, 2012 and be completed by June, 2013.

The area to be acquired by the County is necessary for the proposed Project, and is legally described in Exhibit "A" and illustrated on the parcel location map in Exhibit "B," both attached herewith.

The subject property was appraised for the County by an independent appraiser for a total value of $195,000. An offer was extended to the owners, Anthony and Flavia Hoo, for the appraised amount. The owners declined the offer and made a counter offer of $425,325 which the County did not accept. After further negotiations, the original offer of $195,000 was accepted by the owners.

County Manager/Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: November 15, 2011

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

SUBJECT: Agenda Item No. 8(M)(3)

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(M)(3)

11-15-11

RESOLUTION NO. _____

RESOLUTION APPROVING THE CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 108 IN THE AMOUNT OF $195,000 WITH MIAMI-DADE COUNTY AS PURCHASER AND ANTHONY AND FLAVIA HOO, AS SELLERS, FOR PROPERTY NEEDED FOR THE CONSTRUCTION OF A NEW PARK AND RIDE FACILITY, LOCATED AT THE SOUTHERN TERMINUS OF THE BUSWAY EXTENSION TO FLORIDA CITY, ADJACENT TO THE NORTH SIDE OF PALM DRIVE (SW 344 STREET) BETWEEN NW 2 AVENUE AND NW 3 AVENUE IN FLORIDA CITY; AUTHORIZING PAYMENT OF ATTORNEY'S FEES IN THE AMOUNT OF $6,982.50 PURSUANT TO CHAPTER 73.092, FLORIDA STATUTES AND EXPERT FEES IN THE AMOUNT OF $1,900; 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-681-10 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 108 in fee simple as part of the new Park and Ride Facility, located in the vicinity of the Southern Terminus of the Busway Extension to Florida City adjacent to the north side of Palm Drive (SW 344 Street) between NW 2 Avenue and NW 3 Avenue in Florida City, to be required and necessary to accomplish such improvements; and authorizes the use of Charter County Transportation Surtax Funds,

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

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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 $195,000, as shown in Exhibit "1" attached hereto and made a part hereof, between Anthony and Flavia Hoo as sellers, 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 payment of attorney's fees pursuant to Chapter 73.092, Florida Statutes, in the amount of $6,982.50 and expert fees in the amount of $1,900; 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
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of November, 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

Project Name: MDT Park and Ride
Project No: 20100622
Parcel No: 108
Parcel Address: 222 NW 1 St, Florida City
Folio No.: 16-7824-007-1160 and 1210

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 **Anthony Hoo and Flavia Hoo, a.k.a Flavia Denise Hoo a.k.a. Flavia Mooyoung Hoo,** hereinafter referred to as "Seller(s)" whose Post Office Address is P.O. Box 343390, Florida City, FL 33034-0390.

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 a Miami-Dade Transit Park and Ride Facility, that certain real property comprising **approximately 26,989 sq. ft.** 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 **$195,000.00 (One Hundred Ninty Five Thousand Dollars)** for the property denoted as Parcel 108, to be paid at closing by Miami-Dade County or designee, by a County check. The $195,000.00 consists of $85,000.00 (Eighty Five Thousand Dollars) for land value and $110,000.00 (One Hundred Ten Thousand Dollars) for site improvements.

(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(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

5. TITLE INSURANCE. Buyer may, within fifteen (15) business days of the effective-date of

EXHIBIT "1"

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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.

_____ 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)

_____

_____

_____

_____

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. As a result of extensive negotiations on this contract, all of which resulted in additional hours of engineer's and attorney's time being expended, the County has agreed payment of appropriate fees and costs as follows: Engineer's and Appraiser's fee of $1,900.00 and Attorney's fee of $6,982.50, these fees and costs constitute final payment and resolves all fees and costs associated with this acquisition.

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: Jose Vidal
Miami-Dade County
Public Works Department
111 N.W. 1 Street, Ste 1610
Miami, FL 33128

as to Seller(s): Annette Lopez
Gunster, Yoakley & Stewart, P.A.
2 Biscayne Boulevard, Suite 3400
Miami, FL 33131

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):

Anthony Hoo and his wife Flavia Hoo, a.k.a. Flavia Denise Hoo, a.k.a. Flavia Mooyoung Hoo

Signed, sealed and delivered in the presence of:

Witness: _____

Witness Print Name: Nubia Lara

By: _____

Witness: _____

Witness Print Name: James Chung

Date: 08/23/2011

Witness: _____

Witness Print Name: Nubia Lara

By: _____

Witness: _____

Witness Print Name: James Chung

Date: 8/23/11

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 23 day of Aug, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Anthony Hoo** and **Flavia Hoo, a.k.a. Flavia Denise Hoo, a.k.a. Flavia Mooyoung Hoo,** personally known to me, or proven by producing the following identifications:_____ and_____ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

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

Notary Signature

Ronald K Keller

Printed Notary Name

Notary Public, State of FLORIDA

My commission expires: 4/22/14

Commission/Serial No. DD 984453

NOTARY SEAL/STAMP

RONALD K. KELLER
Notary Public - State of Florida
My Comm. Expires Apr 22, 2014
Commission # DD 984453
Bonded Through National Notary Assn.

Project Name: MDT Park and Ride
Project No: 20100622
Parcel No: 108
Parcel Address: 222 NW 1 St, Florida City
Folio No.: 16-7824-007-1160 and 1210

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared **Anthony Hoo** and **Flavia Hoo, a.k.a. Flavia Denise Hoo, a.k.a. Flavia Mooyoung Hoo** ("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) **Anthony Hoo** and **Flavia Hoo, a.k.a. Flavia Denise Hoo, a.k.a. Flavia Mooyoung Hoo,** whose address is 253 NW 1 St. Florida City, FL 33034, 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

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

FURTHER AFFIANT(S) SAYETH NOT.

AFFIANTS:

By: Anthony Hoo

And

By: Flavia Hoo, a.k.a. Flavia Denise Hoo, a.k.a. Flavia Mooyoung Hoo

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 23 day of Aug, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Anthony Hoo** and **Flavia Hoo, a.k.a. Flavia Denise Hoo, a.k.a. Flavia Mooyoung Hoo,** personally known to me, or proven by producing the following identifications:_____ and_____ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

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

Notary Signature

Ronald K Keller

Printed Notary Name

Notary Public, State of Florida

My commission expires: 4/22/14

Commission/Serial No. DD 984453

NOTARY SEAL/STAMP

RONALD K. KELLER
Notary Public - State of Florida
My Comm. Expires Apr 22, 2014
Commission # DD 984453
Bonded Through National Notary Assn.

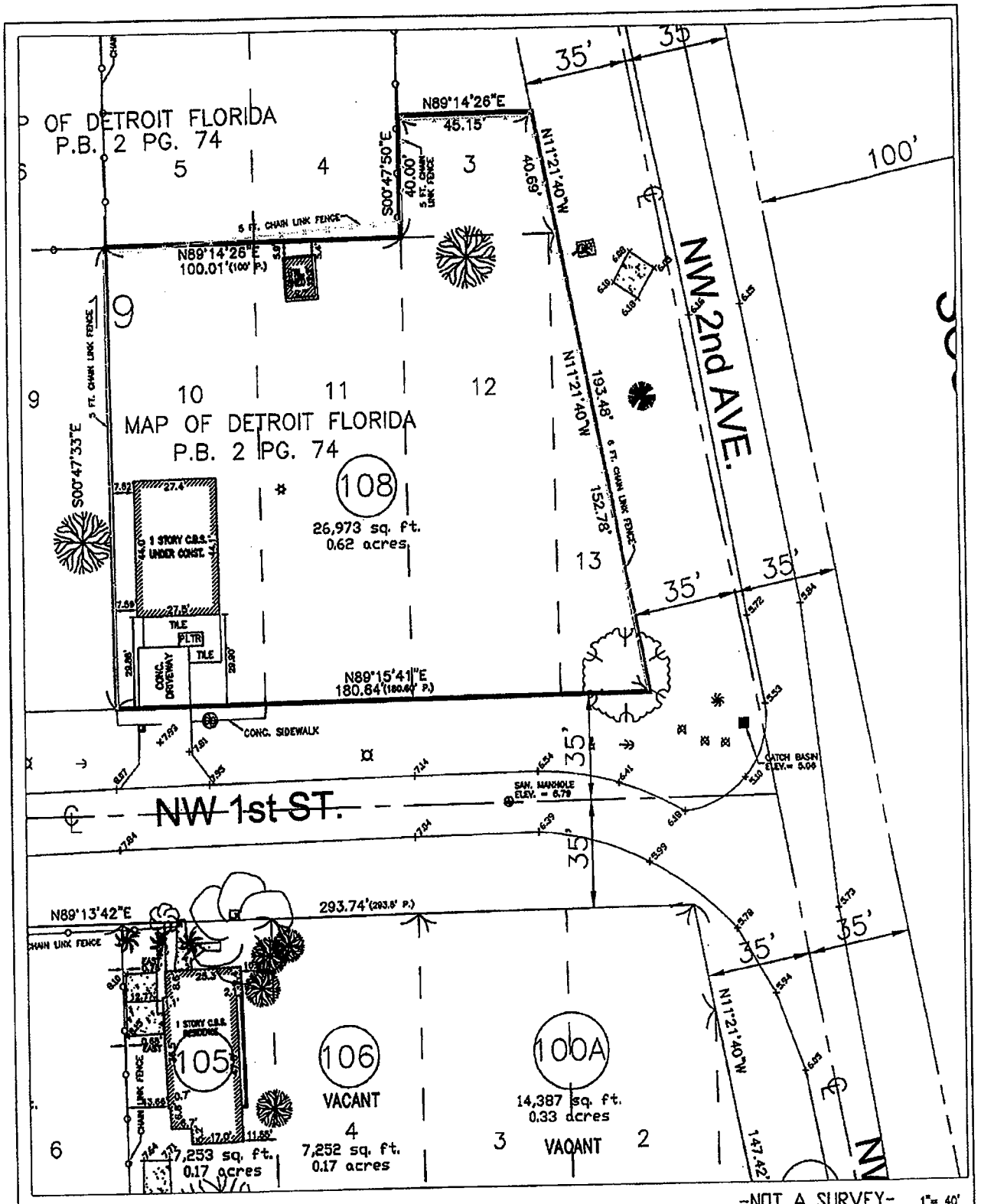
Miami-Dade County
Public Works R/W Division

Legal Description
(Fee Simple)

Parcel 108

The South 40 feet of Lot 3, and all of Lots 10, 11, 12 and 13, in Block 19, MAP OF DETROIT, FLORIDA (Miami Land Development Company's Subdivision of part of Section 24 and 25, Township 57 South, Range 38 East, commonly known as TOWN OF FLORIDA CITY), according to the plat thereof, as recorded in Plat Book 2 at Page 74 of the Public Records of Miami-Dade County, Florida.

EXHIBIT "A"
(1 of 1)



-NOT A SURVEY- 1"= 40'

PART OF LOT 3 AND LOTS 10–13, BLOCK 19
MAP OF DETROIT FLORIDA, P.B. 2 PG. 74
FLORIDA CITY, MIAMI-DADE COUNTY, FLORIDA

S.B. 6/21/10
A.D.C. 11/01/02

BUSWAY STATION SITE
AT FLORIDA CITY
Project No. 663008

Parcel 108

REFERENCES:
F.B. ---------- OSCAR LLARENA
Parcel Area: 26,973 square feet
Parent Tract Area: SAME
Section 24, Township 57 South, Range 39 East

EXHIBIT "B"

Memorandum

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

From: Charles Scurr, Executive Director

Date: October 25, 2011

Re: **CITT AGENDA ITEM 5E:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), APPROVE THE CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 108 IN THE AMOUNT OF $195,000.00 WITH MIAMI-DADE COUNTY AS PURCHASER AND ANTHONY AND FLAVIA HOO, AS SELLERS, FOR PROPERTY NEEDED FOR THE CONSTRUCTION OF A NEW PARK AND RIDE FACILITY, LOCATED AT THE SOUTHERN TERMINUS OF THE BUSWAY EXTENSION TO FLORIDA CITY, ADJACENT TO THE NORTH SIDE OF PALM DRIVE (SW 344 STREET) BETWEEN NW 2 AVENUE AND NW 3 AVENUE IN FLORIDA CITY; AUTHORIZING PAYMENT OF ATTORNEY'S FEES IN THE AMOUNT OF $6,982.50 PURSUANT TO CHAPTER 73.092, FLORIDA STATUTES AND EXPERT FEES IN THE AMOUNT OF $1,900.00; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS **(PWD – BCC Legislative File No. 112002)**

On October 20, 2011, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 11-067. The vote was as follows:

Hon. Linda Zilber, Chairperson – Aye
Paul J. Schwiep, Esq., 1st Vice Chairperson – Absent
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
Harold Braynon, Jr. – Aye
Joseph Curbelo – Aye
Peter L. Forrest – Aye
Miles E. Moss, P.E. – Aye
Marilyn Smith – Absent

cc: Alina Hudak, Deputy Mayor/County Manager
Bruce Libhaber, Assistant County Attorney
Alexander Bokor, Assistant County Attorney