



**MEMORANDUM**

Agenda Item No. 8(M)(7)

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**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 106 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)

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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.

A handwritten signature in black ink, appearing to read "RAC" followed by a stylized flourish.

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R. A. Cuevas, Jr.  
County Attorney

RAC/up

# Memorandum



**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 106 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 106, 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-679-10 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 106 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 \$50,750, attorneys' fees are in the amount of \$1,897.50, and expert fees and costs in the amount of \$4,450. 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 \$45,000. An offer was extended to the owner, J.A.C. Development Group Corp, for the appraised amount. The owners declined and made a counter offer in the amount of \$50,750 equal to the County's tax assessed value at the time of the offer. In an effort to avoid condemnation and expedite the acquisition, the County accepted the offer subject to BCC approval.

  
\_\_\_\_\_  
County Manager/Deputy Mayor

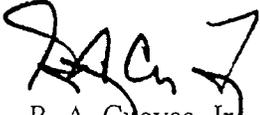


# MEMORANDUM

(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)(7)

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) (7)  
11-15-11

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 106 IN THE AMOUNT OF \$50,750 WITH MIAMI-DADE COUNTY AS PURCHASER AND J.A.C. DEVELOPMENT GROUP CORP, AS SELLER, 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 \$1,897.50 PURSUANT TO CHAPTER 73.092, FLORIDA STATUTES, EXPERT FEES AND COSTS IN THE AMOUNT OF \$4,450; 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-679-10 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 106 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 :**

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

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Section 2. This Board hereby approves the Contract for Sale and Purchase in the amount of \$50,750, as shown in Exhibit "1" attached hereto and made a part hereof, between J.A.C. Development Group Corp 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 payment of attorney's fees pursuant to Chapter 73.092, Florida Statutes, in the amount of \$1,897.50, expert fees and costs in the amount of \$4,450; 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	

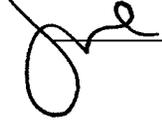
The Chairperson thereupon declared the resolution duly passed and adopted this 15<sup>th</sup> day of November, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

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**Project Name: MDT Park and Ride**  
**Project No: 20100622**  
**Parcel No: 106**  
**Parcel Address: abutting NW 1 Street in Florida City**  
**Folio No.: 16-7824-007-2110**

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**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. 1<sup>st</sup> Street, Suite 1610, Miami, Florida 33128-1970, and **J.A.C. Development Group Corp, a Florida for profit corporation**, hereinafter referred to as "Seller(s)" whose Post Office Address is 320 West 39 Place, Hialeah Fl 33012.

**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 7,250 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 **\$50,750.00 (Fifty Thousand Seven Hundred and Fifty Dollars)** for the property denoted as Parcel 106, to be paid at closing by Miami-Dade County or designee, by a 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(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 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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**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: Development cost (architectural plans) of \$3,500.00, Appraiser's fee of \$950.00 and Attorney's fee of \$1,897.50, 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 when both parties have fully executed this document.

**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):**

**J.A.C. Development Group Corp.**

Signed, sealed and delivered in the presence of:

Witness: [Signature]  
Witness Print Name: Annette Lopez

Witness: [Signature]  
Witness Print Name: DORIS USUGA

Witness: [Signature]  
Witness Print Name: Annette Lopez

Witness: [Signature]  
Witness Print Name: DORIS USUGA

[Signature]

By: **Jesus Acosta, President**

Date: Aug 22 - 2011

[Signature]

By: **Alejmy Acosta, Vice President**

Date: Aug 22, 2011

CORPORATE SEAL

STATE OF Florida

COUNTY OF Miami-Dade

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of August, A.D. 2011, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Jesus Acosta and Aleimy Acosta**, personally known to me, or proven, by producing the following identification: Florida Drivers License to be the President and Vice President of **J.A.C. Development Group Corp.** 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.

*Pauline Holness*  
Notary Signature

Pauline Holness  
Printed Notary Name

NOTARY SEAL/STAMP



Notary Public, State of Florida

My commission expires: 5/10/2015

Commission/Serial No. 092234

**Project Name: MDT Park and Ride**  
**Project No: 20100622**  
**Parcel No: 106**  
**Parcel Address: abutting NW 1 Street in Florida City**  
**Folio No.: 16-7824-007-2110**

**BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT**

**STATE OF FLORIDA**  
**COUNTY OF MIAMI-DADE**

Before me, the undersigned authority, personally appeared, **Jesus Acosta and Aleimy Acosta**, ("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) **J.A.C. Development Group Corp., a Florida corporation**, hereinafter referred to as "Seller(s)" whose Post Office Address is 320 West 39 Place Hialeah, Florida 33012, 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 Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest %</u>

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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**

[Signature]  
By: Jesus Acosta, President

[Signature]  
By: Aleimy Acosta, Vice President

STATE OF Florida

COUNTY OF Miami-Dade

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of August, A.D. 2011, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Jesus Acosta and Aleimy Acosta**, personally known to me, or proven, by producing the following identification: Florida Drivers License to be the President and Vice President of **J.A.C. Development Group Corp.**, 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.

[Signature]  
Notary Signature

Pauline Holness  
Printed Notary Name

NOTARY SEAL/STAMP



Notary Public, State of Florida

My commission expires: 5/10/2015

Commission/Serial No. 092234

Miami-Dade County  
Public Works R/W Division

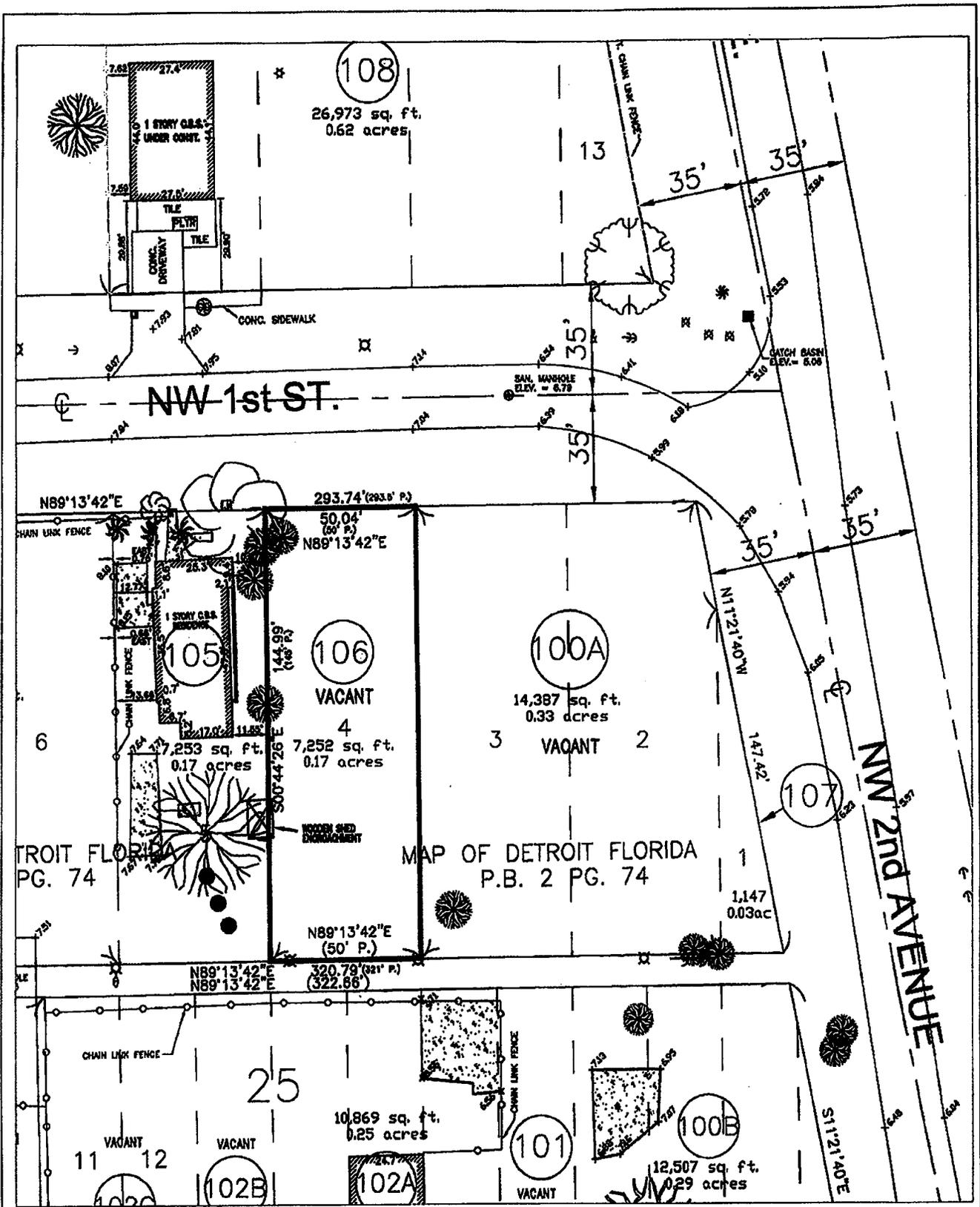
Legal Description  
(Fee Simple)

**Parcel 106**

Lot 4, in Block 25, TOWN OF FLORIDA CITY (MAP OF DETROIT, FLORIDA), 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)

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LOT 4, BLOCK 25  
 MAP OF DETROIT FLORIDA, P.B. 2 PG. 74  
 FLORIDA CITY, MIAMI-DADE COUNTY, FLORIDA

-NOT A SURVEY- 1" = 40'  
 BUSWAY STATION SITE  
 AT FLORIDA CITY  
 Project No. 663008  
 Parcel 106

REFERENCES:  
 F.B. OSCAR LLARENA  
 Parcel Area 7,252 square Feet  
 Parent Tract Area 500  
 Section 24, Township 57 South, Range 38 East

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



Memorandum

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

**From:** Charles Scurr, Executive Director *Cscurr*

**Date:** October 25, 2011

**Re: CITT AGENDA ITEM 5C:**

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 106 IN THE AMOUNT OF \$50,750.00 WITH MIAMI-DADE COUNTY AS PURCHASER AND J.A.C. DEVELOPMENT GROUP CORP, 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 \$1,897.50 PURSUANT TO CHAPTER 73.092, FLORIDA STATUTES; EXPERT FEES AND COSTS IN THE AMOUNT OF \$4,450.00; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS (PWD - BCC Legislative File No. 112063)

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. 11-065. 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