MEMORANDUM Agenda Item No. 8(F)(2)

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 authorizing the execution of two contracts for sale and purchase between Norma Murray, Marsha A. Lee, Clarice Washington, Norman Symonette, Jeffrey Symonette, and Angela Dorsainville for property located at 11325 SW 220 Street in the amount of $41,760.00 and between Norma Murray, Edison Symonette, Marsha A. Lee, Clarice Washington, Roger Symonette, Norman Symonette, Jeffrey Symonette, Angela Dorsainville, and Daryl Harris, for property located at 11335 SW 220 Street in the amount of $69,900.00 and Miami-Dade County, for the purpose of expanding Goulds Park

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: November 15, 2011

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

From: Carlos A. Gimenez
County Mayor

Subject: Acquisition of Two Properties for the Purpose of Expanding Goulds Park

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve two Contracts for Sale and Purchase of two parcels consisting of approximately 0.53 acres of land including a single family home for the purpose of expanding Goulds Park. This item was prepared by the Internal Services Department at the request of the Park, Recreation and Open Spaces Department.

OWNERS:	Parcel 1 - Norma Murray, Marsha A. Lee, Clarice Washington, Norman Symonette, Jeffrey Symonette, and Angela Dorsainville Parcel 2 - Norma Murray, Edison Symonette, Marsha A. Lee, Clarice Washington, Roger Symonette, Norman Symonette, Jeffrey Symonette, Angela Dorsainville, and Daryl Harris
LOCATION:	Parcel 1 - 11325 SW 220 Street Parcel 2 - 11335 SW 220 Street Unincorporated Miami-Dade County
SIZE:	Parcel 1 - Approximately .30 Acres Parcel 2 - Approximately .23 Acres
TAX FOLIO NUMBER:	Parcel 1 - 30-6018-000-0140 Parcel 2 - 30-6018-000-0141
COMMISSION DISTRICT:	9
COMMISSION DISTRICT(S) IMPACTED:	9
ZONING:	RU-1 Single Family residential: A Governmental Facilities hearing will not be required for this acquisition since a park is a permitted use in the RU-1 zoning.
PURCHASE PRICE:	Parcel 1 - 11325 SW 220 Street - $41,760.00 Parcel 2 - 11335 SW 220 Street - $69,900.00
APPRAISED VALUE:	Parcel 1 - 11325 SW 220 Street – $46,400.00 Parcel 2 - 11335 SW 220 Street - $71,000.00 (See attached appraisals)

BACKGROUND

Goulds Park, located at 21805 SW 114 Avenue, encompasses approximately 30-acres of land and is maintained and operated by the Parks, Recreation and Open Spaces Department. It is developed with a variety of recreational amenities, including a 400-meter track, a three-hole miniature golf course, baseball and softball fields, three full-size basketball courts with retractable bleachers, four tennis courts and a 50-meter swimming pool.

The properties that are being considered for acquisition are outparcels within the southeast corner of the park located adjacent to each other. Parcel one (1) is vacant and contains several trees. Parcel two (2) contains a single family home which the Parks, Recreation and Open Spaces Department plans to incorporate for the use of park activities.

JUSTIFICATION:

The acquisition of these properties will serve to expand Goulds Park and its frontage on SW 220th Street.

FISCAL IMPACT/
FUNDING SOURCES:

The acquisition of the properties is funded by Open Space Impact Fees, Index Code: CPE343935007 W.O. PK85873.

There will be no additional financial impact to the County for maintenance or operating expenses as the additional properties are relatively small and will be incorporated into the current maintenance budget of the Park.

MONITOR:

Dirk Duval, Real Estate Officer

DELEGATED AUTHORITY:

Authorizes the County Mayor or the County Mayor's designee to execute the Contract for Sale and Purchase on behalf of Miami-Dade County.

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(F)(2)

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**

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Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(F)(2)
11-15-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF TWO CONTRACTS FOR SALE AND PURCHASE BETWEEN NORMA MURRAY, MARSHA A. LEE, CLARICE WASHINGTON, NORMAN SYMONETTE, JEFFREY SYMONETTE, AND ANGELA DORSAINVILLE FOR PROPERTY LOCATED AT 11325 SW 220 STREET IN THE AMOUNT OF $41,760.00 AND BETWEEN NORMA MURRAY, EDISON SYMONETTE, MARSHA A. LEE, CLARICE WASHINGTON, ROGER SYMONETTE, NORMAN SYMONETTE, JEFFREY SYMONETTE, ANGELA DORSAINVILLE, AND DARYL HARRIS, FOR PROPERTY LOCATED AT 11335 SW 220 STREET IN THE AMOUNT OF $69,900.00 AND MIAMI-DADE COUNTY, AS BUYER, FOR THE PURPOSE OF EXPANDING GOULDS PARK; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN; AND AUTHORIZING AND DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ACCEPT CONVEYANCE OF 11325 SW 220S STREET AND 11335 SW 220 STREET TO MIAMI-DADE COUNTY BY INSTRUMENT OF CONVEYANCE AND TO RECORD INSTRUMENT OF CONVEYANCE IN PUBLIC RECORDS OF THE COUNTY AND TO MAINTAIN COPY AS REQUIRED BY RESOLUTION NO. R-974-09

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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

Section 1. This Board authorizes the execution of (i) the attached contract for sale and purchase between Norma Murray, Marsha A. Lee, Clarice Washington, Norman Symonette, Jeffrey Symonette, and Angela Dorsainville, collectively, the sellers and the County, the buyer, for property located at 11325 SW 220 Street in the amount of $41,760.00; and (ii) the attached contract for sale and purchased between Norma Murray, Edison Symonette, Marsha A. Lee,

Clarice Washington, Roger Symonette, Norman Symonette, Jeffrey Symonette, Angela Dorsainville, and Daryl Harris, collectively, the sellers, and the County, the buyer, for property located at 11335 SW 220th Street in the amount of $69,900.00, for the purpose of expanding Goulds Park and authorizes the County Mayor or the County Mayor's designee to execute said contracts for sale and purchase on behalf of Miami-Dade County.

Section 2. This Board authorizes and directs the County Mayor or the County Mayor's designee to accept the conveyance to the County of the property located at 11325 SW 220 Street and 11335 SW 220th Street and to accept and/or execute the necessary instruments of conveyance for each.

Section 3. Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or the County Mayor's designee to record the instrument of conveyance evidencing the transfer of title to the County 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	

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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 of this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by the County Attorney as
to form and legal sufficiency.

Gerald T. Heffernan

CITY-WIDE ASSOCIATES, INC
Real Estate Appraisal and Consultant Services
775 NORTHEAST 79TH STREET, SUITE F
MIAMI, FLORIDA 33138
(305) 751-2192 Fax (305) 751-7333
e-mail: citywideinc@bellsouth.net

March 5, 2011

Miami-Dade County
General Services Administration
111 NW 1st Avenue, Suite 2460
Miami Shores, Florida 33128

REAL ESTATE APPRAISAL	**Project: No.**	**MDPR Goulds Park Expansion**
	Property:	**Vacant Land Parcel**
	Location:	**11325 SW 220th Street Miami-Dade, Florida**
	Folio No.	**30-6018-000-0140**
EFFECTIVE DATE OF VALUE:		**March 5, 2011**

Pursuant to the Proposal and Agreement for Appraisal Services March 2, 2011, I have prepared a self-contained Real Estate Appraisal Report for the above-captioned property setting forth an opinion of the Fair Market Value and the highest and best use for the above referenced property.

Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

The subject of this appraisal is a 13,242 Sq. Ft. vacant land parcel located at 11325 SW 220th Street, within the Goulds neighborhood of southwest Miami-Dade County, Florida.

The purpose of this appraisal valuation is to determine the fair market value of the subject property to assist Miami-Dade County relative to the possible acquisition of the property. The appraiser is unaware of any unique circumstances associated with the land parcel, such as unique environmental factors, hazardous waste, etc. which may or may not effect market value.

The appraisal valuation analysis includes research and analysis of vacant land sales which are considered to be comparable to the subject property. The Cost and Income Approaches for appraisal valuation are also considered in this report but not used for land valuation analysis.

MDPR Goulds Park Expansion
Vacant Land Parcel
11325 SW 220th Street
Miami-Dade, Florida
Page 2

The analysis and conclusions contained in this report have been prepared in conformance with the Uniform Standards of Professional Appraisal Practice [USPAP] as promulgated by the Appraisal Standards Board of the Appraisal Foundation, the Appraisal Standards of the Florida Appraisal Board, and Miami-Dade County appraisal requirements.

Data sources utilized in this appraisal analysis in addition to the owner, include First American Real Estate Solutions - Miami-Dade County Property Appraisers Office; Miami-Dade County Clerk of Courts Recorders Office; Florida Secretary of State, Florida Research Data Base (FRED); University of Florida Bureau of Economical Business Research (BEBR). The information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.

This transmittal letter is followed by the Appraisal Certification, Certificate of Value and a complete self contained narrative real estate appraisal report containing 29 pages further describing the subject property and containing the reasoning and pertinent data leading to the appraisers opinion of value. Your attention is directed to the "Assumptions and Limiting Conditions" which were considered in this assignment and are an important part of the appraisal analysis.

After careful investigation and analysis, it is the opinion of the appraiser that the market value estimate for the subject property is:

FORTY SIX THOUSAND FOUR HUNDRED DOLLARS
$ 46,400.00

Respectfully submitted,
City-Wide Associates, Inc.

Moses C. Florence, ASA, C.R.A.
Certified General Real Estate Appraiser
Florida License No. RZ0000554

CITY-WIDE ASSOCIATES, INC
Real Estate Appraisal and Consultant Services
775 NORTHEAST 79TH STREET, SUITE F
MIAMI, FLORIDA 33138
(305) 751-2192 Fax (305) 751-7333
e-mail: citywideinc@bellsouth.net

March 5, 2011

Miami-Dade County
General Services Administration
111 NW 1st Avenue, Suite 2460
Miami, Florida 33128

REAL ESTATE APPRAISAL

Project No:	**MDPR Goulds Park Expansion**
Property:	**Residential Property**
Location:	**11335 SW 220th Street Miami-Dade, Florida**
Folio No.	**30-6018-000-0141**

EFFECTIVE DATE OF VALUE: **March 5, 2011**

Pursuant to the Proposal and Agreement for Appraisal Services March 2, 2011, I have prepared a self-contained Real Estate Appraisal Report for the above-captioned property setting forth an opinion of the Fair Market Value and the highest and best use for the above referenced property.

Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

The subject of this appraisal is a 10,018 Sq. Ft. land parcel located at 11335 SW 220th Street within the Goulds neighborhood of southwest Miami-Dade County, Florida. The parcel is improved with a single family residence, built in 1951, containing 3 bedrooms, 2 baths with 1,146 Sq. Ft. living area.

The purpose of this appraisal valuation is to determine the fair market value of the subject property to assist, Miami-Dade County relative to the possible acquisition of the property. The appraiser is unaware of any unique circumstances associated with the property, such as unique environmental factors, hazardous waste, etc. which may or may not effect market value.

The appraisal valuation analysis includes research and analysis of vacant land sales which are considered to be comparable to the subject property. The Cost and Income Approaches for appraisal valuation are also considered in this report .

The analysis and conclusions contained in this report have been prepared in conformance with the Uniform Standards of Professional Appraisal Practice [USPAP] as promulgated by the Appraisal Standards Board of the Appraisal Foundation, the Appraisal Standards of the Florida Appraisal Board, and Miami-Dade County appraisal requirements.

Data sources utilized in this appraisal analysis in addition to the owner, include First American Real Estate Solutions - Miami-Dade County Property Appraisers Office; Miami-Dade County Clerk of Courts Recorders Office; Florida Secretary of State, Florida Research Data Base (FRED); University of Florida Bureau of Economical Business Research (BEBR). The information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.

This transmittal letter is followed by the Appraisal Certification, Certificate of Value and a complete self contained narrative real estate appraisal report containing 44 pages further describing the subject property and containing the reasoning and pertinent data leading to the appraisers opinion of value. Your attention is directed to the "Assumptions and Limiting Conditions" which were considered in this assignment and are an important part of the appraisal analysis.

After careful investigation and analysis, it is the opinion of the appraiser that the fair market value estimate for the subject property is:

SEVENTY ONE THOUSAND DOLLARS
$ 71,000.00

Respectfully submitted,
City-Wide Associates, Inc.

Moses C. Florence, ASA, C.R.A.
Certified General Real Estate Appraiser
Florida License No. RZ0000554

CONTRACT FOR SALE AND PURCHASE

Project: MDPR Goulds Park Expansion
Folio No: 30-6018-000-0140

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, hereinafter referred to as "Buyer" and Norma Murray, whose address is 11411 SW 148th Lane, Miami, Florida 33176, Marsha A. Lee, whose address is 11413 SW 151st Terrace, Miami, Florida 33176, Clarice Washington, whose address is 11481 SW 154th Court, Miami, Florida 33196, Norman Symonette, whose address is 3940 SW 152nd Avenue, Miramar, Florida 33027, Jeffrey Symonette, whose address is 26582 SW 122nd Court, Homestead, Florida 33032, and Angela Dorsainville, whose address is 15838 SW 140th Street, Miami, Florida 33176, hereinafter referred to collectively as "Seller."

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

1. REALTY. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in Exhibit A, together with all tenements, hereditaments, privileges, servitudes, and other rights appurtenant to real property, if any (collectively, the "Real Property"), and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, 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, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Real Property, if any.

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the real property of $41,760.00 (Forty One Thousand Seven Hundred Sixty and 00/100 Dollars), by County check or wire transfer of U.S. funds. The purchase price shall be adjusted according to the net acreage as determined by the final survey as referred to in Paragraph 7 herein, and exclusive of any dedicated rights-of-way located, thereon. The purchase price to be paid at closing shall be subject to other adjustments and prorations provided for herein and will be paid at closing by County check for the Property referenced above.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Property and agrees to convey good, marketable and insurable title by Warranty Deed.

4. AD VALOREM TAXES. Buyer hereby covenants that it is a political subdivision of the State of Florida and 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 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 furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to

inspect said title documents and report defects, if any, in writing to the Seller. 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 ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the Statutory Warranty Deed. If the title commitment shows title to the Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option.

6. INSPECTIONS/HAZARDOUS MATERIALS. Seller shall, at Seller's sole cost and expense and at least thirty (30) days from the effective date of this Contract, furnish to Buyer an environmental site assessment of the Property certified to the Buyer. Seller shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of Hazardous Materials on the Property.

Buyer may, at its own cost and expense and within sixty (60) days from the Effective Date of this Contract (the "Inspection Period") conduct whatever inspections, tests and investigations of the Real Property as Buyer deems necessary to determine defects to the Real Property. Buyer may obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM) and conduct any tests and investigations of the Proerty as required or recommended by DERM to determine the exeistence and extent, if any, of hazardous materials or toxic substances and 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.

Should such inspections show defects to the Property, including but not limited to the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Seller written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elect in writing to repair such defects to Buyer's satisfaction in Buyer's sole discretion. Seller shall include a timeframe within which they will repair such defects. Should Seller be unable or unwilling to repair such defects to Buyer's satisfaction, or if the timeframe is unacceptable to Buyer, then Buyer may waive all such defects and proceed to closing at Buyer's option without adjustment to the Purchase Price such option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth.

Notwithstanding the foregoing, if the Letter of Current Enforcement Status or any subsequent testing performed by the Buyer prior to Closing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, Buyer or Seller may elect to terminate this Contract within fifteen (15) days of receipt of such Letter or testing reports by giving written notice to the other party, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Should Buyer and Seller elect not to terminate this Contract and proceed with Closing, Seller shall, at Seller's sole cost and expense, promptly and diligently commence and complete any and all assessments and clean ups and monitoring of the Real Property necessary to obtain full compliance with any and all applicable governmental restrictions. This transaction shall close within 45 days of full compliance.

7. SURVEY. Seller, at Seller's sole cost and expense and not less than 30 days prior to closing, deliver to Buyer, a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty (60) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

8. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon 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 subject to all limitations of Section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract. If Closing does not occur, Buyer shall repair and restore the Property to the condition existing prior to any test or construction on the site.

9. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property.

10. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue if any shall be prorated to the day prior to closing.

11. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

12. CLOSING. The closing of this transaction shall be completed within ninety (90) days of the Effective Date 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 by Buyer and Seller.

13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary 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.

14. BROKERS. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Sellers shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.

15. EXPENSES. Seller shall be responsible for recording fees on the Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

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

17. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Real Property being purchased under this contract.

18. POSSESSION. Seller shall deliver possession of the Property and keys to all locks, if any, to the Buyer at closing.

19. DEFAULT. If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

20. 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.

21. DISCLOSURE. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Real Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

22. SUCCESSORS IN INTEREST. This Contract will ensure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

23. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

24. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

25. 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.

26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

27. 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.

28. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"), as well as public hearing for governmental facility approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable; provided, however, that such Board approval shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. . The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract. If this contract is not approved within 90 days, Seller may cancel.

INITIAL

29. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

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

as to Buyer:

Dirk Duval
Real Estate Officer- GSA
111 NW 1st Street, Suite 2460
Miami, Florida 33128

as to Seller:

Norma Murray
c/o Clarice Washington, Marsha Lee, '
Angela Dorsainville, Jeffrey Symonette,
and Norman Symonette
11411 SW 148th Lane
Miami, Fl 33176

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

ATTEST:

By:_____
Clerk

BUYER:
MIAMI-DADE COUNTY

By:_____
County Mayor

Date:_____

_____
Witness

_____
Print

_____

Witness

_____
Print

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

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SELLER:

Norma Murray

By: Norma Murray

Date: 6/23/11

STATE OF Florida

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Norma Murray, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

NOTARY SEAL / STAMP

_____ (SEAL)
Notary Public

_____
Print Name

Notary Public, State of_____

My Commission expires_____

SELLER:

Marsha Lee

By: Marsha A. Lee
Date: June 24, 2011
Date: _____

STATE OF Florida

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Marsha Lee, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

_____ (SEAL)
Notary Public

_____
Print Name

NOTARY SEAL / STAMP

Notary Public, State of_____
My Commission expires_____

SELLER:

Clarice Washington

By: Clarice Washington

Date: 6/24/11

Date: _____

STATE OF Florida

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Clarice Washington, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
Fl. Notary Discount Assoc. Co.
1-800-3NOTARY

_____ (SEAL)
Notary Public

_____
Print Name

NOTARY SEAL / STAMP

Notary Public, State of_____

My Commission expires_____

20

SELLER:

Norman Symonette

By: Norman Symonette

Date: 6/24/2011

Date: _____

STATE OF Florida

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Norman Symonette, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

NOTARY SEAL / STAMP

_____ (SEAL)
Notary Public

_____
Print Name

Notary Public, State of_____
My Commission expires_____

21

SELLER:

Jeffrey Symonette

By: Jeffrey Symonette

Date: 6-24-11

Date: _____

STATE OF Florida

COUNTY OF Miami-Dade

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Jeffrey Symonette, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

NOTARY SEAL / STAMP

_____ (SEAL)
Notary Public

_____
Print Name

Notary Public, State of_____

My Commission expires_____

22

SELLER:

Angela Dorsainville

By: _____

Date: 6/24/11

STATE OF Florida

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Angela Dorsainville, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

NOTARY SEAL / STAMP

_____ (SEAL)
Notary Public

_____
Print Name

Notary Public, State of_____

My Commission expires_____

23

EXHIBIT "A"
Legal Description

Folio No.: 30-6018-000-0140

The West 96.15 feet of the South 170 feet of the West ½ of the East ½ of the Southwest ¼ of the Northeast ¼ of the Northwest ¼ of Section 18, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida.

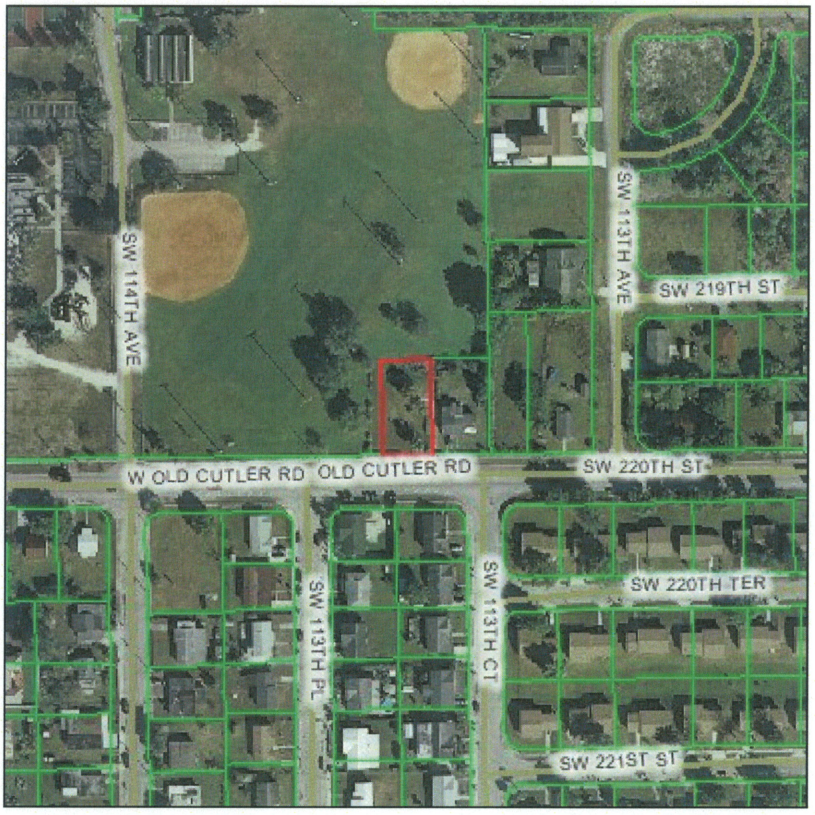
Commonly known as: 11325 SW 220th Street, Goulds, Florida, 33170

24

My Home
Miami-Dade County, Florida

miamidade.gov MIAMI-DADE

Property Information Map



Aerial Photography - 2009 0 114 ft

This map was created on 7/25/2011 4:29:02 PM for reference purposes only.

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Close

Summary Details:

Folio No.:	30-6018-000-0140
Property:	11325 SW 220 ST
Mailing Address:	CLARICE WASHINGTON & NORMA MURRAY MARSHA LEE & ETALS 11335 SW 220 ST MIAMI FL 33170-2915

Property Information:

Primary Zone:	0100 SINGLE FAMILY RESIDENCE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	13,242.24 SQ FT
Year Built:	0
Legal Description:	18 56 40 .304 AC M/L W96.15FT OF S170FT OF W1/2 OF E1/2 OF SW1/4 OF NE1/4 OF NW1/4 PR ADD 11339 SW 220 ST LOT SIZE IRREGULAR OR 19663-2660 05 2001 4

Assessment Information:

Year:	2010	2009
Land Value:	$34,960	$39,520
Building Value:	$0	$0
Market Value:	$34,960	$39,520
Assessed Value:	$34,960	$39,520

Taxable Value Information:

Year:	2010	2009
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$0/$34,960	$0/$39,520
County:	$0/$34,960	$0/$39,520
School Board:	$0/$34,960	$0/$39,520

Sale Information:

Sale Date:	1/2005
Sale Amount:	$0
Sale O/R:	23136-4860
Sales Qualification Description:	Sales which are disqualified as a result of examination of the deed
View Additional Sales	

PARCEL 1

25

CONTRACT FOR SALE AND PURCHASE

Project: MDPR Goulds Park Expansion
Folio No: 30-6018-000-0141

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, hereinafter referred to as "Buyer" and Norma Murray, whose address is 11411 SW 148th Lane, Miami, Florida 33176, Edison Symonette, and Marsha A. Lee, whose address is 11413 SW 151st Terrace, Miami, Florida 33176, Clarice Washington, whose address is 11481 SW 154th Court, Miami, Florida 33196, Roger Symonette, whose address is 11335 SW 220 Street, Goulds, Florida, Norman Symonette, whose address is 3940 SW 152nd Avenue, Miramar, Florida 33027, Jeffrey Symonette, whose address is 26582 SW 122nd Court, Homestead, Florida 33032, Angela Dorsainville, whose address is 15838 SW 140th Street, Miami, Florida 33176, and Daryl Harris, whose address is 14667 SW 126th Place, Miami, Florida 33176, hereinafter referred to collectively as "Seller."

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

1. REALTY. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in Exhibit A, together with all tenements, hereditaments, privileges, servitudes, and other rights appurtenant to real property, if any (collectively, the "Real Property"), and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, 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, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Real Property, if any.

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the real property of $69,900.00 (Sixty-Nine Thousand Nine Hundred and 00/100 Dollars), by County check or wire transfer of U.S. funds. The purchase price shall be adjusted according to the net acreage as determined by the final survey as referred to in Paragraph 7 herein, and exclusive of any dedicated rights-of-way located, thereon. The purchase price to be paid at closing shall be subject to other adjustments and prorations provided for herein and will be paid at closing by County check for the Property referenced above.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Property and agrees to convey good, marketable and insurable title by Warranty Deed.

4. AD VALOREM TAXES. Buyer hereby covenants that it is a political subdivision of the State of Florida and 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 in escrow with the Miami-Dade County Tax Collector.

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

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date of this Contract, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. 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 ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the Statutory Warranty Deed. If the title commitment shows title to the Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option.

6. INSPECTIONS/HAZARDOUS MATERIALS. Seller shall, at Seller's sole cost and expense and at least thirty (30) days from the effective date of this Contract, furnish to Buyer an environmental site assessment of the Property certified to the Buyer. Seller shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of Hazardous Materials on the Property.

Buyer may, at its own cost and expense and within sixty (60) days from the Effective Date of this Contract (the "Inspection Period") conduct whatever inspections, tests and investigations of the Real Property as Buyer deems necessary to determine defects to the Real Property. Buyer may obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM) and conduct any tests and investigations of the Proerty as required or recommended by DERM to determine the exeistence and extent, if any, of hazardous materials or toxic substances and 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.

Should such inspections show defects to the Property, including but not limited to the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Seller written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elect in writing to repair such defects to Buyer's satisfaction in Buyer's sole discretion. Seller shall include a timeframe within which they will repair such defects. Should Seller be unable or unwilling to repair such defects to Buyer's satisfaction, or if the timeframe is unacceptable to Buyer, then Buyer may waive all such defects and proceed to closing at Buyer's option without adjustment to the Purchase Price such option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth.

Notwithstanding the foregoing, if the Letter of Current Enforcement Status or any subsequent testing performed by the Buyer prior to Closing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, Buyer or Seller may elect to terminate this Contract within fifteen (15) days of receipt of such Letter or testing reports by giving written notice to the other party, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Should Buyer and Seller elect not to terminate this Contract and proceed with Closing, Seller shall, at Seller's sole cost and expense, promptly and diligently commence and complete

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any and all assessments and clean ups and monitoring of the Real Property necessary to obtain full compliance with any and all applicable governmental restrictions. This transaction shall close within 45 days of full compliance.

7. SURVEY. Seller, at Seller's sole cost and expense and not less than 30 days prior to closing, deliver to Buyer, a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty (60) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

8. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon 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 subject to all limitations of Section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract. If Closing does not occur, Buyer shall repair and restore the Property to the condition existing prior to any test or construction on the site.

9. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property.

10. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue if any shall be prorated to the day prior to closing.

11. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

12. CLOSING. The closing of this transaction shall be completed within ninety (90) days of the Effective Date 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 by Buyer and Seller.

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13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary 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.

14. BROKERS. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.

15. EXPENSES. Seller shall be responsible for recording fees on the Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

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

17. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Real Property being purchased under this contract.

18. POSSESSION. Seller shall deliver possession of the Property and keys to all locks, if any, to the Buyer at closing.

19. DEFAULT. If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

20. 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.

21. DISCLOSURE. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Real Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

22. SUCCESSORS IN INTEREST. This Contract will ensure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

23. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

24. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will

not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

25. 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.

26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

27. 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.

28. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"), as well as public hearing for governmental facility approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable; provided, however, that such Board approval shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract. If this contract is not approved within 90 days of execution, Seller may cancel.

INITIAL

29. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

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

as to Buyer:

Dirk Duval
Real Estate Officer- GSA
111 NW 1st Street, Suite 2460
Miami, Florida 33128

as to Seller:

Norma Murray
c/o The Estate of Florence Symonette
11411 SW 148th Lane
Miami, Fl 33176

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

ATTEST:

By:_____
Clerk

BUYER:
MIAMI-DADE COUNTY

By:_____
County Mayor

Date:_____

_____
Witness

_____
Print

_____

Witness

_____
Print

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

SELLER:

Norma Murray

By: Norma Murray

Date: 6/23/11

STATE OF Florida

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Norma Murray, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

_____ (SEAL)
Notary Public

_____
Print Name

NOTARY SEAL / STAMP

Notary Public, State of_____
My Commission expires_____

SELLER:

Edison Symonette

By: Edison Symonette

Date: 6-23-2011

Date: _____

STATE OF Florida

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Edison Symonette, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

NOTARY SEAL / STAMP

_____ (SEAL)
Notary Public

_____
Print Name

Notary Public, State of_____
My Commission expires_____

SELLER:

Marsha Lee

By: Marsha Lee
Date: June 24, 2011
Date: _____

STATE OF Florida
COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Marsha Lee, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

NOTARY SEAL / STAMP

_____ (SEAL)
Notary Public

_____
Print Name

Notary Public, State of _____
My Commission expires _____

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SELLER:

Clarice Washington

By: Clarice Washington

Date: 6/24/11

Date: _____

STATE OF Florida

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Clarice Washington personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

NOTARY SEAL / STAMP

_____ (SEAL)
Notary Public

_____
Print Name

Notary Public, State of _____

My Commission expires _____

35

SELLER:

Roger Symonette

By: Roger Symonette

Date: 6-24-11

Date: _____

STATE OF Florida

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Roger Symonette, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

NOTARY SEAL / STAMP

_____ (SEAL)
Notary Public

_____
Print Name

Notary Public, State of_____
My Commission expires_____

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SELLER:

Norman Symonette

By: Norman Symonette

Date: 6/24/2011

Date: _____

STATE OF Florida

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Norman Symonette, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

NOTARY SEAL / STAMP

_____ (SEAL)
Notary Public

_____
Print Name

Notary Public, State of_____
My Commission expires_____

SELLER:

Jeffrey Symonette

By: Jeffrey Symonette

Date: 6-24-11

Date: _____

STATE OF Florida

COUNTY OF Miami Dade

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Jeffrey Symonette, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

NOTARY SEAL / STAMP

_____ (SEAL)
Notary Public

_____
Print Name

Notary Public, State of_____

My Commission expires_____

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SELLER:

Angela Dorsainville

By: Angela Dorsainville

Date: 6/24/11

STATE OF Florida

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Angela Dorsainville, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

NOTARY SEAL / STAMP

_____ (SEAL)
Notary Public

_____
Print Name

Notary Public, State of_____

My Commission expires_____

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SELLER:

Daryl Harris

By: Daryl Harris

Date: 6/23/11

STATE OF Florida

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 27 day of June, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Daryl Harris, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 27 day of June, 2011.

DREW WASHINGTON
MY COMMISSION # DD835421
EXPIRES: November 03, 2012
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

NOTARY SEAL / STAMP

Drew Washington (SEAL)
Notary Public

_____
Print Name

Notary Public, State of_____
My Commission expires_____

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EXHIBIT "A"
Legal Description

Folio No.: 30-6018-000-0141

The South 170 feet of the W ½ of the E ½ of the SW ¼ of the NE ¼ of the NW ¼ less the S 35 feet in Section 18, Township 568 Range 40 East, lying and being in Miami-Dade County, Florida.

Commonly known as: 11335 SW 220th Street, Goulds, Florida, 33170

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My Home
Miami-Dade County, Florida

miamidade.gov MIAMI-DADE

Property Information Map

Aerial Photography - 2009 0 114 ft

This map was created on 7/25/2011 4:29:21 PM for reference purposes only.

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Summary Details:

Folio No.:	30-6018-000-0141
Property:	11335 OLD CUTLER RD
Mailing Address:	FLORENCE SYMONETTE (EST OF) 11335 SW 220 ST GOULDS FL 33170-2915

Property Information:

Primary Zone:	0100 SINGLE FAMILY RESIDENCE
CLUC:	0001 RESIDENTIAL - SINGLE FAMILY
Beds/Baths:	2/1
Floors:	1
Living Units:	1
Adj Sq Footage:	1,156
Lot Size:	10,018.80 SQ FT
Year Built:	1951
Legal Description:	18 56 40 .23 AC S170FT OF E75FT OF W1/2 OF E1/2OF SW1/4 OF NE1/4-NW1/4 LESS S35FT LOT SIZE IRREGULAR

Assessment Information:

Year:	2010	2009
Land Value:	$26,450	$29,900
Building Value:	$44,607	$67,771
Market Value:	$71,057	$97,671
Assessed Value:	$36,499	$35,540

Exemption Information:

Year:	2010	2009
Homestead:	$25,000	$25,000
2nd Homestead:	NO	NO
Widow:	$500	$500
Senior:	$10,999	$10,040

Taxable Value Information:

Year:	2010	2009
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$25,500/ $10,999	$25,500/ $10,040
County:	$36,499/$0	$35,540/$0
School Board:	$25,500/ $10,999	$25,500/ $10,040

PARCEL 2

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MIAMI-DADE COUNTY

PARK AND RECREATION DEPARTMENT
GOULDS PARK - PROPOSED ADDITIONS