

# MEMORANDUM

Agenda Item No. 8(M)(1)

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**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

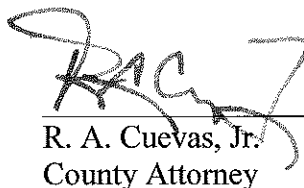
**DATE:** July 2, 2013

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

**SUBJECT:** Resolution approving "Contract  
for Sale and Purchase" of  
approximately 5 acres in the  
Cutler Wetlands Project within  
the Environmentally Endangered  
Lands Program acquisition site

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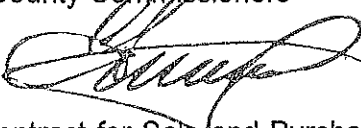
The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Vice Chair Lynda Bell.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/smm

**Date:** July 2, 2013

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Approving "Contract for Sale and Purchase" of Approximately 5 Acres in the Cutler Wetlands Project within the Environmentally Endangered Lands Program Acquisition Site with Miami-Dade County as Purchase and Nancy E. and Martha L. Hester as Sellers for a Purchase price of \$25,000

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### **Recommendation**

The attached "Contract for Sale and Purchase" of approximately 5 acres of real property in the Cutler Wetlands Project for the Environmentally Endangered Lands (EEL) Program is recommended for approval.

### **Scope**

The EEL Program is countywide in nature. This acquisition is located in Commissioner District 8.

### **Fiscal Impact/Funding Source**

The EEL Trust Fund will be used for the purchase. The purchase price is \$25,000 and the appraised value is \$50,000. As of April 30, 2013, the balance of the EEL Trust Fund GF080 (Subfund 081, Project Numbers 081005, 081006, 081007 and 081008) is \$48,582,990, of which \$23,634,550 is reserved for acquisition and \$24,948,440 is reserved for management.

### **Track Record / Monitor**

Cynthia Guerra, the EEL Program Manager within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management will monitor this contract.

### **Background**

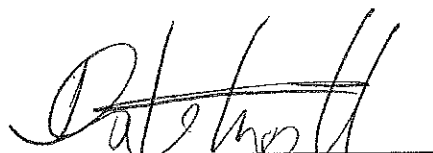
The historic loss, fragmentation and degradation of native wetland and forest communities in Miami-Dade County are well recognized. In May of 1990, with the knowledge that remaining wetland and forest communities were endangered, the electorate of Miami-Dade County authorized the County to levy an ad valorem tax for two years to create the EEL Program and Trust Fund. The purpose of the EEL program is to acquire, preserve, enhance, restore, conserve and maintain environmentally-endangered lands for the benefit of present and future generations. The County, in partnership with the South Florida Water Management District, the State of Florida, and other funding partners, has acquired approximately 21,389 acres of land throughout Miami-Dade County since inception of the EEL Program.

The County Commission placed the Cutler Wetlands Project on the EEL Priority A Acquisition List in 1996. The Cutler Wetlands EEL Preserve provides a contiguous buffer to Biscayne Bay and enhances the northernmost extent of the last large undeveloped tract of coastal wetlands in Miami-Dade County. The parcel proposed for acquisition is the last remaining in-holding within the Cutler Wetlands EEL Preserve which is characterized by high-quality mangrove wetlands and associated coastal ecosystems. While private parcels remain to be acquired along the perimeter of the Preserve, acquisition of this parcel will complete the main portion of the conservation land already within the EEL Preserve and will facilitate the land management of the resources within the EEL Preserve.

The attached Contract for Sale and Purchase is for the following parcel:

SELLER: Nancy E. Hester and Martha L. Hester  
SIZE: Approximately 5 acres  
FOLIO: 36-6011-000-0020  
LOCATION: North of theoretical SW 204<sup>th</sup> Street, east of Old Cutler Road  
with no road access, located inside the Urban Development  
Boundary (see Attachment A)  
PURCHASE PRICE: \$25,000  
APPRAISAL DATA: \$50,000 (appraised December 11, 2012)  
SALES HISTORY: 1992: Quit Claim Deed from Patricia C. Hester to Nancy E.  
Hester and Martha L. Hester

The above listed owners are not a partnership or  
corporation.



Jack Osterholt, Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** July 2, 2013

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

**SUBJECT:** Agenda Item No. 8(M)(1)

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 Mayor'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)(1)  
7-2-13

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

RESOLUTION APPROVING "CONTRACT FOR SALE AND PURCHASE" OF APPROXIMATELY 5 ACRES IN THE CUTLER WETLANDS PROJECT WITHIN THE ENVIRONMENTALLY ENDANGERED LANDS PROGRAM ACQUISITION SITE WITH MIAMI-DADE COUNTY AS PURCHASER AND NANCY E. HESTER AND MARTHA L. HESTER AS SELLER FOR A PURCHASE PRICE OF \$25,000.00; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONTAINED THEREIN

**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 desires to accomplish the purposes of Section 24-50 of the Code of Miami-Dade County,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves the "Contract for Sale and Purchase" from Miami-Dade County as purchaser and Nancy E. Hester and Martha L. Hester as seller for a purchase price of \$25,000.00, for purchase of property more specifically described in Attachment B, in substantially the form attached hereto and made part hereof; authorizes the Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County; authorizes the Mayor or Mayor's designee to execute amendments to this agreement for time extension and to accept additional funds that may become available for this agreement; and authorizes the Mayor or Mayor's designee to exercise the provisions contained therein; and pursuant to Resolution No. R-974-09, to (a) record the instrument 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 to (b) direct the Clerk of the Board to attach and permanently store a recorded copy of said instrument 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:

Rebeca Sosa, Chairwoman  
Lynda Bell, Vice Chair

Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Jean Monestime  
Sen. Javier D. Souto  
Juan C. Zapata

Esteban L. Bovo, Jr.  
Audrey M. Edmonson  
Barbara J. Jordan  
Dennis C. Moss  
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of July, 2013. 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.

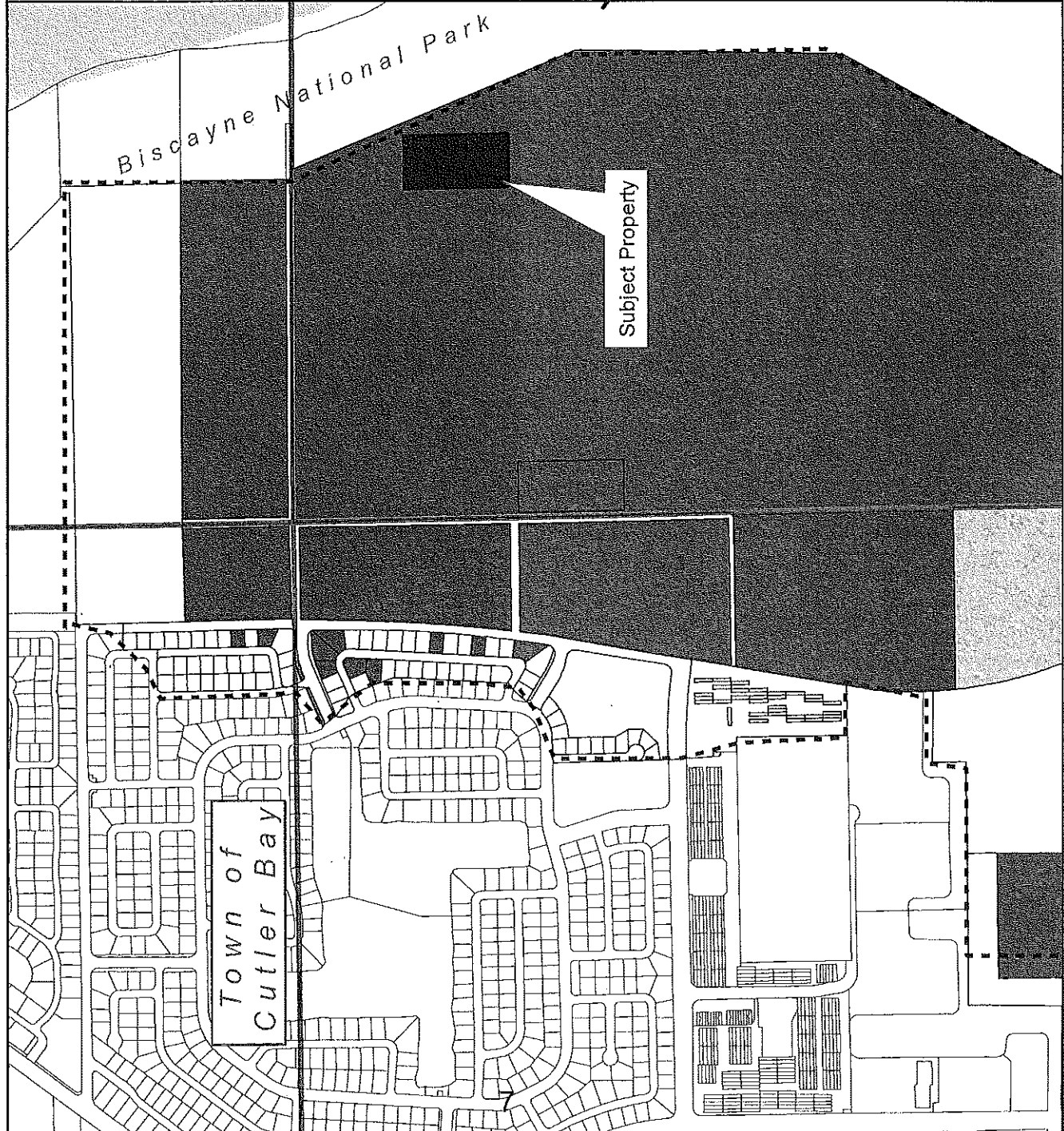


Thomas H. Robertson



# COASTAL WETLANDS PROJECT

## Cutler Wetlands (Hester) Property



Environmentally Endangered  
Lands Program

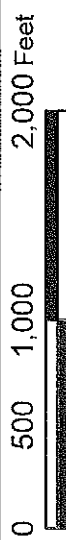
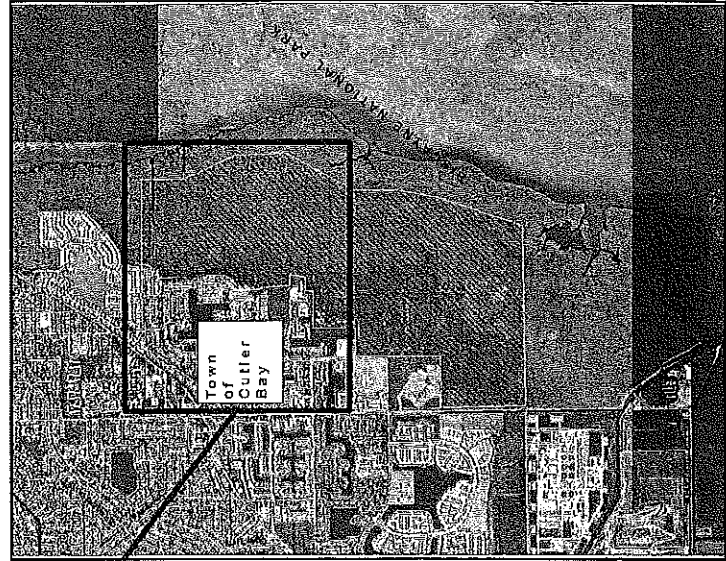
Parcel Information:  
Folio # 36-6011-000-0020

### Legend

- Project Parcel
- County Owned
- SFWMD Owned
- Cutler Wetlands BCC-approved Project Boundary
- Section Boundaries



### ATTACHMENT A



CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT for Sale and Purchase is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, by and through its Environmentally Endangered Lands Program, hereinafter referred to as "Purchaser" and Nancy E. Hester and Martha L. Hester, hereinafter referred to as "Sellers."

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

1. REALTY. Sellers agree to sell to Purchaser that certain real property comprising approximately 5 acres of real property described in Exhibit "A" attached hereto, together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, and other rights appurtenant to real property, if any, 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 Sellers, if any, and all right, title and interest of Sellers 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 Sellers in and to any and all covenants, restrictions, agreements and riparian rights benefiting the real property, if any (all of the foregoing being referred to as the "Property").
2. PURCHASE PRICE. Purchaser agrees to pay a purchase price of \$25,000.00 (Twenty Five Thousand and 00/100 DOLLARS) which after any applicable prorations and expenses incurred by Sellers, will be paid at closing by Miami-Dade County check for the Property referenced in Exhibit "A" herein.
- 3.A. FEASIBILITY STUDY. Purchaser may, at Purchaser's expense and not less than 30 days prior to Closing ("Feasibility Study Period"), determine whether the Property is suitable, in Purchaser's sole and absolute discretion, for Purchaser's intended use. During the Feasibility Study Period, Purchaser may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Purchaser deems necessary or appropriate.

Sellers give Purchaser, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Period for the purpose of conducting Inspections: provided, however, that Purchaser, its agents, contractors and assigns enter the property and conduct Inspections at their own risk. Purchaser will indemnify and hold Sellers harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in governmental or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Purchaser. Purchaser will not engage in any activity that could result in a construction lien being filed against the Property without Sellers' prior written consent. If this transaction does not close, Purchaser will, at Purchaser's expense, (1) repair all damages to the Property resulting from



Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to Sellers all reports and other work generated as a result of the Inspections.

Purchaser will deliver written notice to Sellers prior to the expiration of the Feasibility Study Period of Purchaser's determination of whether or not the Property is acceptable. Purchaser's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Purchaser's intended use in its "as is" condition. If the Property is unacceptable to Purchaser and written notice of this fact is timely delivered to Sellers, this Contract will be deemed terminated as of the day the Feasibility Study Period ends.

3.B. PROPERTY SOLD AND PURCHASED "AS IS". It is understood and agreed that the Property is being sold and purchased "AS IS". Purchaser agrees to accept the Property in its "AS IS" condition with any and all physical defects and deficiencies, and Sellers shall have no responsibility whatsoever for any defects in the physical condition of the property. Purchaser acknowledges that there may be latent defects in the Property which are not presently observable or known to either Purchaser or Sellers. Purchaser assumes all the risk as to the quality, condition, use and remediation of the Property, and will make no claim or demand upon Sellers with respect to the use, condition, or remediation of the Property or any part thereof. This "AS IS" provision applies to all aspects of the Property except for title to the Property, unless Purchaser accepts title "as is" under Paragraph 5. B. of the Contract.

3.C. NO REPRESENTATIONS. No representations, warranties (express or implied) or guarantees are made or responsibility assumed by the Sellers as to the present or future use, or condition, of the Property. Purchaser acknowledges that its purchase of the Property is and shall be based upon its own knowledge of the Property, and upon its own inspections and investigations and those made on its behalf by persons of its choice, and not upon any representations by Sellers or Sellers' agents.

4. SURVEY. Purchaser, at Purchaser's sole cost and expense and not less than 30 days prior to closing, may obtain a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida that meets the standards and requirements of Purchaser ("Survey"). The Survey shall be certified to Purchaser and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Purchaser and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the Survey shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. Sellers's liability to cure any encroachment shall be subject to the time and monetary limitations set forth in Paragraph 5.B.

5.A. TITLE INSURANCE. Purchaser shall, at Purchaser's cost and expense and within 30 days of Purchaser's approval of this contract, obtain a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida Revisions)

from a title insurance company approved by Purchaser, insuring marketable title of Purchaser to the Property in the amount of the final Purchase Price and covering the Purchaser from the day of closing through the time the final deed is recorded in the Public Records of Miami-Dade County, Florida. Purchaser 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 Sellers. Both Sellers and Purchaser shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanic's liens. In connection herewith, Sellers agrees to provide and pay the cost of recording of all affidavits and other documents as required by the title insurer.

5.B. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Contract discloses any defects in title, which are not acceptable to Purchaser, Sellers shall, within 60 days after notice from Purchaser, remove said defects in title. Sellers agree to use diligent effort to correct the defects in title within the time provided therefore. Sellers shall pay all reasonable recording fees for corrective instruments required hereunder. Defects arising from liens against the Property shall be satisfied at closing from Sellers's proceeds. Should the estimated cost to cure any title defects, including survey matters as provided in Paragraph 4, exceed a sum which is equal to 0% of the Purchase Price as stated in Paragraph 2, Sellers may elect to terminate this Contract and neither party shall have any further obligations under this Contract. If Sellers is unsuccessful in removing the title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price as agreed by both parties, (b) accept the title as it then is with no reduction in the Purchase Price, or (c) terminate this Contract, thereupon releasing Purchaser and Sellers from all further obligations under this Agreement.

6. INTEREST CONVEYED. Subject to paragraph 5B, at closing Sellers shall execute and deliver to Purchaser a Statutory Warranty Deed in accordance with the Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to the Property.

7. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Contract, Sellers shall submit to Purchaser a properly completed and executed "Beneficial Interest Affidavit and Disclosure Statement" in accordance with the requirements of Section 286.23, Florida Statutes. Sellers shall prepare the deed described in Paragraph 6 of this Contract, Sellers's Affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit on Miami-Dade County forms provided by Purchaser and all prepared documents shall be submitted to Purchaser for review and approval at least 30 days prior to closing.

8. PURCHASER REVIEW FOR CLOSING. The Purchaser will review all items required for closing under this Contract, including but not limited to closing documents, title commitment,

survey and environmental site assessment and will approve or reject each item. If Purchaser rejects an item for closing which was submitted by the Sellers, Sellers will have 15 days thereafter to resubmit any rejected item. If Sellers fails to timely deliver any items required of Sellers, or Purchaser rejects any item after delivery, the Contract shall be extended until Purchaser approves Sellers's resubmitted item or until Purchaser or Sellers elects to terminate this Contract.

9. EXPENSES. Sellers will pay the documentary revenue stamp tax and surtax, if any, and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in Paragraph 6 of this Contract and any other recordable instruments that the Purchaser's Title Agent deems necessary to assure good and marketable title to the Property in accordance with Standards adopted by The Florida Bar.

10. LIENS. Certified municipal and county liens, if any, shall be paid in full at or before closing by the Sellers. 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 Sellers.

11. TAXES AND ASSESSMENT. At closing, Sellers shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Purchaser acquires fee title to the Property between January 1 and November 1, Sellers shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. If Purchaser acquires fee title to the Property on or after November 1, Sellers shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

12. CLOSING PLACE AND DATE. The closing of this transaction shall be completed within 90 days of the execution of this contract or not less than 30 days from the last Purchaser approved item as mentioned in Paragraph 8, whichever is later. The date, time and place of closing shall be mutually agreed upon by the parties to this Contract.

13. RISK OF LOSS. Sellers assume all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Sellers's execution of this Contract, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of the Sellers, however, Purchaser may elect, at its sole option, to: (a) accept the title as it then is with a reduction in the Purchase Price as agreed by both parties, (b) accept the title as it then is with no reduction in the Purchase Price, or (c) terminate this Contract and neither party shall have any further obligations under this Contract. All wells located on the Property shall be duly abandoned at the Sellers's sole cost and expense prior to closing unless this requirement is waived by the Purchaser in writing.

14. POSSESSION. Sellers warrants and represents that there are no parties other than Sellers in occupancy or possession of any part of 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. Sellers shall deliver possession of the Property and keys to all locks, if any, to the Purchaser at closing.
15. RIGHT TO ENTER PROPERTY. Sellers agree that Purchaser 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 Purchaser shall indemnify and hold Sellers harmless for damage or injury caused by Purchaser and its agents subject to all limitations of Section 768.28, Florida Statutes.
16. DEFAULT. If either Sellers or Purchaser defaults under this Contract, either party may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from the default.
17. BROKERS. Sellers warrant that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Contract or subsequent closing, except Keyes Realtors.
18. DISCLOSURE. Sellers warrant that there are no facts known to Sellers that materially affect the value of the Property which have not been disclosed by Sellers to Purchaser or which are not readily observable to Purchaser.
19. RECORDING. This Contract or notice thereof may be recorded by Purchaser 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.
20. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Purchaser or Sellers without the express written consent of each other, which consent shall not be unreasonably withheld.
21. TIME. Time is of the essence with regard to all dates or times set forth in this Contract. Both parties mutually agree to fully and timely execute such papers as deemed necessary by Purchaser and/or Sellers to complete the conveyance in accordance with the terms of this contract. All obligations are subject to Acts of God or Nature or any other occurrence that is beyond the control of Purchaser or Sellers.
22. SEVERABILITY. If any of the provisions of this Contract are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Contract, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Contract shall not be affected.

23. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto and anyone claiming by, through or under the parties. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. 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. No supplement, modification or amendment to this Contract shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared without the benefit of a current survey of the Property. The parties agree that if, in the opinion of the Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Purchaser or which cannot be timely cured by the Sellers, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing Instruments required by this Contract shall be revised by or at the direction of the Purchaser and shall be subject to the final approval of the Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Contract. In such event, the Sellers's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Contract, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. 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 approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable, and provided no motion to reconsider such approval is made at the next regularly scheduled meeting of said Board. If a motion to reconsider approval hereof is made within such time, then the Effective Date hereof shall be the date of the next regularly scheduled meeting of the Board, at which next regularly scheduled meeting, provided a motion to reconsider has been filed, the Board shall reconsider its prior approval hereof; provided further, however, that such initial Board approval or subsequent reconsideration and approval ratification 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 the 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. If not vetoed, the contract shall become effective in accordance with Resolution No. R-377-04. The date of such approval of the Contract by Purchaser, as set forth above is the Effective Date of this Contract.

27. COUNTERPARTS. This Contract may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Contract.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the addresses indicated below, or such other address as is designated in writing by a party to this Contract.

as to Purchaser: Cynthia Guerra, Director  
Environmentally Endangered Lands Program  
Miami-Dade County  
701 NW 1st Court, 6th Floor  
Miami, FL 33136  
Represented by:  
Jose Vidal, PWWM

as to Sellers: Nancy E. Hester and Martha L. Hester  
600 Biltmore Way, #205  
Coral Gables, FL 33134  
Represented by:  
Chuck Helmly, Keyes Realtors

29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Sellers and Purchasers set forth in this Contract shall survive the closing, the delivery and recording of the deed described in Paragraph 6 of this Contract and Purchaser's possession of the Property.

30. 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.

31. 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.

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

SELLERS:

Esther A. Valle Fauri  
Witness  
Print ESTHER A. VANDES FAURI

Robert S. Moschell  
Witness  
Print ROBERT S. MOSCHELL

Esther A. Valle Fauri  
Witness  
Print ESTHER A. VANDES FAURI

Robert S. Moschell  
Witness  
Print ROBERT S. MOSCHELL

Nancy E. Hester  
Nancy E. Hester

Date: 5/13/13

Martha L. Hester  
Martha L. Hester

Date: 5/13/13

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 13th day of May, 2013, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Nancy E. Hester, personally known to me, or proven, by producing the following identification: \_\_\_\_\_ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal in the County and State aforesaid, on this, the 13th day of May, 2013.

 (SEAL)  
Notary Public  
**ROBERT S. MOSCHELL**



Print Name

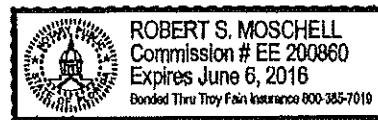
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 13th day of May, 2013, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Martha L. Hester, personally known to me, or proven, by producing the following identification: \_\_\_\_\_ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal, in the County and State aforesaid, on this, the 13th day of May, 2013.

 (SEAL)  
Notary Public  
**ROBERT S. MOSCHELL**



Print Name



**PURCHASER:**

ATTEST:

MIAMI-DADE COUNTY

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
County Mayor (or designee)

DATE: \_\_\_\_\_

Approved as to form  
and legal sufficiency.

\_\_\_\_\_  
Assistant County Attorney

The foregoing was accepted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County,  
Florida.

EXHIBIT "A"

Legal Description

Tract 26, in Section 11, Township 56 South, Range 40 East, of TENELLA OCEAN FARMS, according to the plat thereof, as recorded in Plat Book 8, Page 124 of the Public Records of Miami-Dade County, Florida.

Tax Folio No. 36-6011-000-0020

ADDENDUM  
DISCLOSURE STATEMENT  
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT  
(Individual)

Before me, the undersigned authority, personally appeared Nancy E. Hester and Martha L. Hester ("Sellers/Affiants") this 13 day of May, 2013, who first being duly sworn, deposes and says:

1. That Sellers/Affiants whose address is 600 Biltmore Way, #205,  
Coral Gables, Florida 33134  
are the record owners of the real property described in Exhibit "A" attached hereto ("Property") and is selling this Property to MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("County").

2. That to the best of the Sellers/Affiants's knowledge, all persons having a financial interest in this real estate transaction, who have received or who are to receive real estate commissions, attorney's or consultant's fees or any other costs or benefits incident to the sale of the Property and the reasons for the payments are: (If there have been no persons with a financial interest concerning the Property, write "none" in the space provided below.)

<u>Name and Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Nancy E. Hester 600 Biltmore Way #205 Coral Gables FL 33134	Owner/Seller	1/2 net proceeds of sale
Martha L. Hester 600 Biltmore Way #214 Coral Gables FL 33134	Owner/Seller	1/2 net proceeds of sale

CONTINUED ON REVERSE SIDE

3. That to the best of the Sellers/Affiants's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement) in favor of Sellers/Affiant concerning the Property which will take place or have taken place during the last five years prior to this conveyance of title to the County. (If there have been no financial transactions concerning the Property during the last 5 years, write "none" in the space provided below.)

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
None			

2.

<u>Name and Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Chuck Helmly Keyes Realtors 692 North Homestead Boulevard Homestead, Florida 33030	Real Estate Commission	\$2,500.00
Moschell and Moschell 19 West Flagler Street Suite 1209 Miami, Florida 33130	Attorney's Fees	\$2,500.00

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

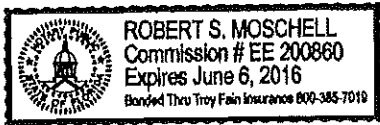
FURTHER AFFIANT SAYETH NOT.

Nancy E. Hester  
Nancy E. Hester  
Martha L. Hester  
Martha L. Hester

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 13<sup>th</sup> day of May, 2013, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Nancy E. Hester to me personally or to be proven by producing the following identification: \_\_\_\_\_ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal in the County and State aforesaid, on this, the 13<sup>th</sup> day of May, 2013.

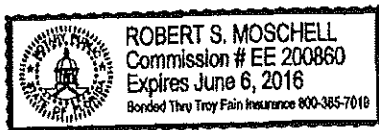


Robert S. Moschell (SEAL)  
Notary Public  
**ROBERT S. MOSCHELL**  
\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 13<sup>th</sup> day of May, 2013, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Martha L. Hester to me personally or to be proven by producing the following identification: \_\_\_\_\_ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal in the County and State aforesaid, on this, the 13<sup>th</sup> day of May, 2013.



Robert S. Moschell (SEAL)  
Notary Public  
**ROBERT S. MOSCHELL**  
\_\_\_\_\_  
Print Name