

MEMORANDUM

Agenda Item No. 8(N)(1)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: September 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the County Mayor to accept an offer to sell property at the negotiated purchase amount of \$16,124.00 for the acquisition of Parcel 41, a property located on SW 216 Street for right-of-way needed for the People's Transportation Plan Project entitled Improvements to SW 216 Street from the Florida Turnpike to SW 127 Avenue, authorizing the County Mayor to execute the contract for sale and purchase, to exercise any and all rights conferred therein, and to perform all acts necessary to effectuate the purchase of the property; and authorizing the use of People's Transportation Plan Funds for such purposes

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



Abigail Price-Williams
County Attorney

APW/smm

Memorandum



Date: September 7, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing the County Mayor or the County Mayor's Designee to Accept an Offer to Sell Property at the Negotiated Purchase Amount of \$16,124.00, for the Acquisition of the Property known as Parcel 41, located on SW 216 Street, for Right-of-Way Needed for the People's Transportation Plan Project Entitled Improvements to SW 216 Street, from the Florida Turnpike to SW 127 Avenue, and Authorizing the Use of People's Transportation Plan Funds for Such Purposes

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the Miami-Dade County (County) Mayor or the County Mayor's Designee to accept an offer to sell property at the negotiated purchase amount of \$16,124.00, for the acquisition of property known as Parcel 41, located on SW 216 Street, needed as part of the People's Transportation Plan (PTP) Project entitled Improvements to SW 216 Street, from the Florida Turnpike to SW 127 Avenue under the terms and conditions stipulated in the Contract for Sale and Purchase which is attached hereto as Exhibit 1.

Said resolution is placed for Committee review pursuant to the County Code Section 29-124(f). This item may only be considered by the Board if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this item. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this item, I will request a withdrawal of this item.

Scope

The property to be acquired is located on SW 216 Street within Commissioner Dennis C. Moss' District 9 and is needed for the PTP Project entitled improvements to SW 216 Street, from the Florida Turnpike to SW 127 Avenue. This project is beneficial countywide as it provides improved traffic capacity along this East/West corridor.

Fiscal Impact/Funding Source

Funding for the right-of-way acquisition and construction of this project will be provided by the PTP bond proceeds programmed within the adopted FY 2015-16 Adopted Budget and Multi-Year Capital Plan (Project 6010490). This project was specifically listed in the PTP as one of the Board requested improvement projects for Commission District 9.

Track Record/Monitor

The Department of Transportation and Public Works (DTPW) is the entity overseeing this item and the person responsible is Francisco Fernandez, Chief Real Estate Officer of DTPW's Highway Engineering and Right-of-Way Division.

Background

This resolution is for the approval of the acquisition of Parcel 41, which is required for DTPW's programmed improvements to SW 216 Street, from the Florida Turnpike to SW 127 Avenue. The area to be acquired by DTPW for the street improvements is legally described in Exhibit "A" and illustrated in the parcel location map in Exhibit "B," attached to the Contract for Sale and Purchase Exhibit 1. This project consists of road widening, beautification and right-of-way improvements, and includes the reconstruction of the existing roadway, a raised landscape median, bicycle facilities, sidewalks, curb and gutters, a continuous storm drainage system, signalization, pavement markings and signage, and roadway lighting. This project will improve traffic mobility, capacity, and will beautify SW 216 street from the Florida Turnpike to SW 127 Avenue.

The subject property was appraised on April 30, 2015, which established the market value at \$11,970.00. Therefore, an offer was made to the owner, at the appraised value pursuant to Resolution No. R-609-14. A counteroffer was received in the amount of \$18,500.00 from the owner. After extensive negotiations, and in order to settle this matter, the owner and the County agreed on the amount of \$16,124.00, including compensation for the property acquired, and for any and all fees and costs that may have been incurred by the seller. This \$16,124.00 settlement amount is recommended as being in the best interest of the County, considering the statutory requirement that the County, absent such a settlement, must pay for the owner's attorneys' fees, expert fees, and costs. Additionally, the County would save the time, resources, and expenses associated with eminent domain proceedings which would have otherwise been required. It is therefore hereby requested that the attached Contract for Sale and Purchase in the amount of \$16,124.00 be approved, and that the County Mayor or the County Mayor's designee perform all acts necessary to effectuate the purchase of the property.



Alina T. Hudak
Deputy Mayor

Exhibit "1"

Project Name: SW 216 Street from 127 Ave. to HEFT
Project No: 20040348, Parcel 41
A Portion of Folio No.: 30-6912-000-0230

CONTRACT FOR SALE AND PURCHASE

This **Contract for Sale and Purchase**, is entered into as of the ___ day of _____ 2015, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and successors in interest, hereinafter referred to as "Buyer", whose Post Office Address is 111 N.W. 1st Street, Suite 1610, Miami, Florida 33128-1970, and **ARIAN GROUP, INC., a Florida Corporation**, hereinafter referred to as "Sellers" whose Post Office Address is 2000 N.E. 153rd Street, Miami, FL 33162.

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

1. REALTY. Sellers agree to sell to Buyer, and its successors in interest, for road right-of-way improvements to SW 216 Street, from SW 127 Ave. to HEFT, that certain real property comprising **approximately 823 square feet** of land described in **Exhibit "A", and shown in Exhibit "B"**, together with all of the following rights and interests of the Sellers in and to the 823 square feet that is the subject of this transaction including all tenements, hereditaments, privileges, servitudes, rights-of-reverter, riparian rights and other rights appurtenant to said real property, all fill and top soil thereon, all oil, gas and mineral rights possessed by Sellers, 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, and all right, title and interest of Sellers in and to any and all covenants, restrictions, and agreements benefiting the real property (All of the foregoing being referred to as the "Property").

2. PURCHASE PRICE. Buyer agrees to pay Sellers for the property referenced in Exhibit "A", the negotiated sum of **\$16,124.00 (Sixteen Thousand One Hundred Twenty Four Dollars)** to be paid at closing by Miami-Dade County or designee by check. This \$16,124.00 is a total lump sum payment for the real estate to be acquired in fee simple inclusive of all fees and costs to be paid for in the taking, which includes if applicable attorney and expert fees and costs, cost of improvements, cost to cure, cost of damages, and or restoration costs.

3. INTEREST CONVEYED. Seller is the recorded owner of the fee simple title to the subject Property, and agrees to convey good, marketable and insurable title, which is unencumbered and free and clear of any liens, mortgages, leases, or any other encumbrances, by Warranty Deed.

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro

rata taxes to the day of closing and any delinquent taxes, if any, in escrow with the Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, within fifteen (15) business days of the effective-date of this Contract, obtain a marketable title insurance commitment and Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida in the amount of the purchase price. Said policy shall show a good, marketable and insurable title to the Property in the Seller's name. In addition, the policy shall insure title to the Property for the period between closing and recording of the warranty deed. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer. Buyer shall have ten (10) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to the Seller. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects. If Seller is unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to Buyer, except that Buyer may waive any defects and proceed with closing at Buyer's option, Buyer may elect to file an eminent domain action for the sole purpose of obtaining clear title to the property, and Seller agrees that the full compensation for such taking shall be the purchase price designated in paragraph 2 hereof and nothing more whatsoever; and Seller further agrees to cooperate fully with Buyer in the eminent domain suit, filing whatever papers, documents or pleadings to accomplish the vesting of title in the Buyer for said purchase price.

6. ENVIRONMENTAL CONDITIONS. Buyer shall, at its own cost and expense and at least 30 days prior to the date of closing, obtain a "Letter of Current Enforcement Status and Recommendations for a Right-of-Way Improvement Project" of the Property from the Miami-Dade County Department of Regulatory and Economic Resources (DRER). If major environmental problems are found on the subject property, the Buyer may elect not to go through with the purchase and this contract will become null and void. The Seller hereby authorizes Buyer to conduct any test required or recommended by DRER to determine the existence and extent, if any, of contamination which shall mean hazardous or toxic substance, material or waste of any kind or nature, any pollutant, petroleum, petroleum product or petroleum by-product, as defined or regulated by environmental laws, on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction.

If the "Letter of Current Enforcement Status and Recommendations for a Right-of-Way Improvement Project" or subsequent testing confirms any contamination on the Property, the Buyer may elect not to close and this contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations, or to negotiate a mutually acceptable solution, including an adjustment in the purchase price if necessary.

7. TENANCIES. (owner required to check off applicable letter A or B)

(A) Seller 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.

B. The following name(s), address(es) and telephone number(s) are the lessee(s) of the Property known to the Seller(s), and Seller(s) agree(s) to provide Buyer with copies of all lease documents affecting said lessee(s). (Attach additional sheets as necessary)

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

9. CLOSING. The closing of this transaction shall be completed within 180 days of the execution of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time and place of closing shall be set by the Buyer, and Buyer shall provide the Seller with no less than 10 days prior written notice of the scheduled date for closing.

10. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary by Buyer's and Seller's attorneys to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer.

11. BROKER FEES. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate fee or commission claimed due pursuant to this transaction or subsequent closing. The Buyer shall not claim any Brokerage fees.

12. ATTORNEYS FEES. Seller warrants, if applicable, that Seller's attorneys' and expert fees and costs in connection with this transaction or subsequent closing are included as part of the \$16,124.00 lump sum real estate acquisition purchase price written herein above in paragraph number two (2). The \$16,124.00 lump sum amount includes any and all attorney's fees and expert's fees incurred or to be incurred in connection with this acquisition.

13. EXPENSES. This property is being purchased under the threat of condemnation; therefore, Buyer shall be responsible for recording fees on the Warranty Deed and any other recordable instruments necessary to assure good and marketable title.

14. SALE IN LIEU OF CONDEMNATION. This is a sale in lieu of pending eminent domain condemnation litigation.

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

16. POSSESSION. Seller shall deliver possession of the Property to the Buyer at closing free and clear of all encumbrances including any leases.

17. DEFAULT. If Seller defaults under this Contract, Buyer may waive the default and proceed with closing or seek specific performance. If Buyer defaults under this Contract, Seller may waive the default and proceed with closing, or seek specific performance.

18. LITIGATION. In the event of any litigation arising out of this Contract, each individual party shall be responsible for their own attorney's fees and costs.

19. DISCLOSURE. Seller warrants that there are no facts known to Seller, which materially affect the value of the Property which has not been disclosed by Seller to Buyer or which are not readily observable to Buyer.

20. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto.

21. RIGHT TO ENTER PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents within and to the extent of all limitations of Section 768.28, Florida Statutes.

22. 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.

23. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

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.

25. EFFECTIVENESS.

The purchase price of this contract does not exceed the market value established by the appraiser(s) employed by the County and the Effective Date of this Contract is the date the County Mayor or the County Mayor's designee signs this contract.

The purchase price of this contract exceeds the market value established by the appraiser(s) employed by the County. Therefore, this contract shall not become effective until, and is expressly contingent upon, the following: 1) The Board of County Commissioners approves this contract, and such approval becomes final (either by expiration of 10 days after such award without veto by the Mayor, or 2) if vetoed, shall become effective only upon an override by the Board of County Commissioners by two-thirds (2/3) vote of the Commission's membership. Further, if approval by the Florida Department of Transportation, the Federal Transit Agency, or the Citizens Independent Transportation Trust is required (to be determined in the County's sole discretion), the effectiveness of this Contract is contingent upon obtaining such approval(s). The date of such approval of the Contract by the County, as set forth herein, is the Effective Date of this Contract. Buyer agrees to promptly deliver the Seller an executed contract within ten (10) days of the Effective Date.

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

as to Buyer: Patricia Nugent
Miami-Dade County
Public Works and Waste Management Department
111 N.W. 1 Street, Ste. 1610
Miami, FL 33128-1970

as to Seller(s): ARIAN GROUP, INC.
Mohammad Derakshan, Director
and Vivian Miraz Almasi, Director
2000 N.E. 153rd Street, Miami, FL 33162
AND
Ira S. Shapiro, Registered Agent
16375 Northeast 18th Avenue, Suite 225
North Miami Beach, FL 33162



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

ATTEST:

**BUYER:
MIAMI-DADE COUNTY**

By: _____
Clerk

By: _____
County Mayor or the Mayor's
designee

Approved as to form
and legal sufficiency.

Date: _____

Assistant County Attorney

The foregoing contract is being executed pursuant to Resolution No. R-609-14 of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the 1st day of July, A.D. 2014.

Signed, Sealed, Attested and delivered
in our presence: (2 witnesses for each
signature or for all).

[Signature]

Witness

STACY ARBELO

Printed Name

Witness

Vanessa Monsalve

Printed Name

Mohammed Derakshan Director
Mohammad Derakshan, Director (Print)

[Signature]
Mohammed Derakshan, Director (Sign)

Address if different

STATE OF FLORIDA

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 1 day of September, A.D. 2015, before me,
an officer duly authorized to administer oaths and take acknowledgments personally
appeared **Mohammad Derakshan, Director of ARIAN GROUP, INC.**, a Florida
Corporation, personally known to me, or proven, by producing the following identification:
Drivers license, to be the persons who executed the foregoing
instrument freely and voluntarily for the purposes therein expressed.

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



STACY ARBELO
MY COMMISSION # FF 222978
EXPIRES: May 28, 2019
Bonded Thru Budget Notary Services

[Signature]
Notary Signature

STACY ARBELC

Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of Florida

My commission expires: 5/28/2019

Commission/Serial No. FF 222978

[Signature]
Witness
A. ALFARO
Printed Name
[Signature]
Witness
Ros Rodriguez
Printed Name

Vivian Miraz Almasi
Vivian Miraz Almasi, Director (Print)
[Signature]
Vivian Miraz Almasi, Director (Sign)

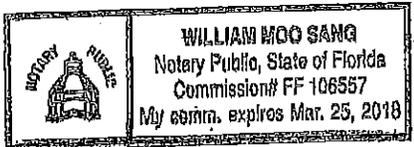
Address if different

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 1 day of SEPTEMBER, A.D. 2015, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Vivian Miraz Almasi, Director of ARIAN GROUP, INC.**, a Florida Corporation, personally known to me, or proven, by producing the following identification: FLORIDA DRIVER LICENSE, to be the persons who executed the foregoing Instrument freely and voluntarily for the purposes therein expressed.

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



NOTARY SEAL/STAMP

[Signature]
Notary Signature
WILLIAM MOO SANG
Printed Notary Name

Notary Public, State of FLORIDA

My commission expires: 03/25/18

Commission/Serial No. PF 106557

The foregoing contract is being executed pursuant to Resolution No. R-609-14 of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the 1st day of July, A.D. 2014.

Project Name: SW 216 Street from 127 Ave. to HEFT
 Project No: 20040348, Parcel 41
 A Portion of Folio No.: 30-6912-000-0230

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
 COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, Mohammad Derakshan, ("Affiant(s)") this 1 day of SEPTEMBER, 2015, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) Mohammad Derakshan, Directors of ARIAN GROUP, INC., which Post Office Address is 2000 N.E. 153rd Street, Miami, FL 33162, which ARIAN GROUP, INC. is the record owner of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property"). As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest %</u>
MOHAMMAD DERAKSHAN	2000 NE 153 ST MIAMI FL 33162	50
VIVIAN MIRAZ ALMASI	2000 NE 153 ST MIAMI FL 33162	50

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

FURTHER AFFIANTS SAYETH NOT.

AFFIANT(S):

[Signature]
Witness

[Signature]

[Signature]
Witness

STATE OF FLORIDA

COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 1 day of September, A.D. 2015, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Mohammad Derakshan, Directors of ARIAN GROUP, INC.**, a Florida Corporation, personally known to me, or proven, by producing the following identification: Drivers License, to be the persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

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



[Signature]
Notary Signature

STACY ARBELC
Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of Florida

My commission expires: 5/28/2019

Commission/Serial No. FF 222978

Project Name: SW 216 Street from 127 Ave. to HEFT
 Project No: 20040348, Parcel 41
 A Portion of Folio No.: 30-6912-000-0230

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, Vivian Miraz Almasi, ("Affiant(s)") this 1 day of SEPTEMBER, 2015, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) Vivian Miraz Almasi, Directors of ARIAN GROUP, INC., which Post Office Address is 2000 N.E. 153rd Street, Miami, FL 33162, which ARIAN GROUP, INC. is the record owner of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property"). As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest %</u>
Vivian Miraz Almasi	2000 NE 153 ST MIAMI FL 33162	50
Mohammed Derakshan	2000 NE 153 ST MIAMI FL 33162	50

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

FURTHER AFFIANTS SAYETH NOT.

AFFIANT(S):

[Signature]
Witness

Vivian M. Almasi

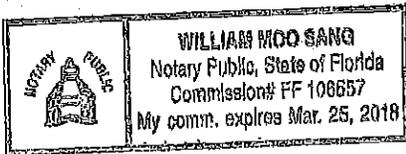
[Signature]
Witness

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 1 day of SEPTEMBER, A.D. 2015, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Vivian Miraz Almasi, Directors of ARIAN GROUP, INC.**, a Florida Corporation, personally known to me, or proven, by producing the following identification: FLORIDA DRIVER LICENSE, to be the persons who executed the foregoing Instrument freely and voluntarily for the purposes therein expressed.

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



William Ngo Sang
Notary Signature

WILLIAM NGSANG
Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of FLORIDA

My commission expires: 03/25/2018

Commission/Serial No. FF 106657

LEGAL DESCRIPTION
(FEE SIMPLE)

That portion of Lots 3, and 4, RANDOLPH ACRES, according to the plat thereof as recorded in Plat Book 43 at Page 26 of the Public Records of Miami-Dade County, Florida, lying Westerly of the Northwestern right-of-way line of the Miami-Dade County Busway as shown on the Florida Department of Transportation Right of Way Map of Section 99006-2565, recorded in Road Plat Book 124 at Page 73 of the Public Records of Miami-Dade County, Florida, and more particularly described as follows:

Commence at the Southwest corner of Lot 3, thence run N 89°05'46" E, along the South line of said Lot 3, for a distance of 56.15 feet to the **POINT OF BEGINNING**; thence run N 00°52'14" W, along the West line of the East 1/2 of the East 1/2 of the SW 1/4 of the SE 1/4 of the SE 1/4 of Section 12, Township 56 South, Range 39 East, for a distance of 5.00 feet to a point of intersection with a line 5.00 feet North of and parallel with the South line of said Lots 3 and 4; thence run N 89°05'46" E, along said line, for a distance of 166.77 feet to the Northwestern right-of-way line of said Miami-Dade County Busway; thence run S 41°19'18" W, along the Northwestern right-of-way line of said Miami-Dade County Busway, for a distance of 6.75 feet to the South line of said Lots 4 and 3; thence run S 89°05'46" W, along the South line of said Lots 4 and 3, for a distance of 162.23 feet to the **POINT OF BEGINNING**.

Containing 823 square-feet or 0.019 acres, more or less.

EXHIBIT A

PROJECT NO. 20040348
PARCEL 41
Page 1 of 1

EXHIBIT B



(C)28745 (P)28740

SW 119 AV
W. LINE, SW 1/4, SE 1/4, SE 1/4, 12-56-39

217.06(C) 217.56(P)

11

(P)59566 (C)67666

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RANDOLPH ACRES
PB 43-26

299.69(C)

9

RANDOLPH ACRES
PB 43-26

299.69(C)

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RANDOLPH ACRES
PB 43-26

399.11 N 0°52'14" W

3

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RANDOLPH ACRES
PB 43-26

593.37 S 0°50'12" E

7

E. LINE, SW 1/4, SE 1/4, SE 1/4, 12-56-39

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RANDOLPH ACRES
PB 43-26

PARCEL 41 SKETCH
PUB. SURVEY

MAN-UMER COUNTY PUBLIC WORKS DEPT.
DEPT. OF TAX DIVISION
111 NW 1 STREET SUITE 1000 MIAMI BEACH, FLORIDA 33139



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S.W. 216th STREET
PART OF A SURVEY

SCALE: 1"=40'
SHEET 1 OF 1

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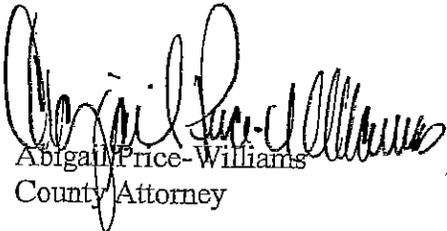


MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: September 7, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(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
- Statement of social equity 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

Agenda Item No. 8(N)(1)

Veto _____

9-7-16

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ACCEPT AN OFFER TO SELL PROPERTY AT THE NEGOTIATED PURCHASE AMOUNT OF \$16,124.00 FOR THE ACQUISITION OF PARCEL 41, A PROPERTY LOCATED ON SW 216 STREET FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN PROJECT ENTITLED IMPROVEMENTS TO SW 216 STREET FROM THE FLORIDA TURNPIKE TO SW 127 AVENUE, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THE PURCHASE OF THE PROPERTY; AND AUTHORIZING THE USE OF PEOPLE'S TRANSPORTATION PLAN FUNDS FOR SUCH PURPOSES

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 this Board ratifies and adopts those matters set forth in the foregoing recitals and authorizes and directs the County Mayor or County Mayor's designee, to execute the contract for sale and purchase attached to the Mayor's Memorandum as Exhibit "1", to exercise all rights conferred therein, and to perform all acts necessary to effectuate the purchase of the property for the project known as Improvements to SW 216 Street from the Florida Turnpike to SW 127 Avenue; and authorizes the use of People's Transportation Plan Funds in connection with such purchase; and, pursuant to Resolution No. R-974-09, directs the County Mayor or the County Mayor's designee to (a) record all instruments of conveyance in connection with such purchase in Florida and to provide a recorded copy of all such

instruments to the Public Records of Miami-Dade County, Florida and to provide a recorded copy of all such instruments to the Clerk of the Board within 30 days of execution of said instruments; and (b) directs the clerk of the Board to attach and permanently store a recorded copy of each of said instruments 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:

- | | |
|-------------------------------------|----------------------|
| Jean Monestime, Chairman | |
| Esteban L. Bovo, Jr., Vice Chairman | |
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Sally A. Heyman | Barbara J. Jordan |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| Juan C. Zapata | |

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of September, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Debra Herman



Memorandum



To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: July 14, 2016

Re: CITT AGENDA ITEM 5B:

RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ACCEPT AN OFFER TO SELL PROPERTY AT THE NEGOTIATED PURCHASE AMOUNT OF **\$16,124.00** FOR THE ACQUISITION OF PARCEL 41, A PROPERTY LOCATED ON SW 216 STREET FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN PROJECT ENTITLED IMPROVEMENTS TO SW 216 STREET FROM THE FLORIDA TURNPIKE TO SW 127 AVENUE, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THE PURCHASE OF THE PROPERTY; AND AUTHORIZING THE USE OF PEOPLE'S TRANSPORTATION PLAN FUNDS FOR SUCH PURPOSES (DTPW – BCC Legislative File No. 161493)

On July 14, 2016, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 16-041. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Oscar Braynon – Absent
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Aye
Hon. James A. Reeder – Absent
Hon. Linda Zilber – Absent

Joseph Curbelo – Aye
Alfred J. Holzman – Aye
Jonathan Martinez – Absent
Miles E. Moss, P.E. – Absent
Marilyn Smith – Aye

cc: Alina Hudak, Deputy Mayor
Bruce Libhaber, Assistant County Attorney