

MEMORANDUM

Agenda Item No. 8(F)(4)

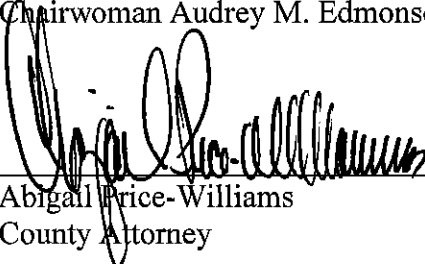
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: November 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a contract in the amount of \$139,700.00 for sale and purchase between Robert Renesca and Marie Renesca, as sellers, and Miami-Dade County, as buyer, for approximately 5,000 square feet of land for the purpose of relocating and constructing a new pump station 49 by the Miami-Dade County Water and Sewer Department, the 5,000 square feet being a portion of a larger residential property at 899 NE 83 Street, City of Miami, Florida; authorizing the expenditure of up to \$4,000.00 for closing costs; authorizing the County Mayor to execute the contract, exercise any and all rights conferred therein, to take all other actions necessary to effectuate said purchase and accept conveyance of property by Warranty Deed; and directing the County Mayor to record such Deed

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.



Abigail Price-Williams
County Attorney

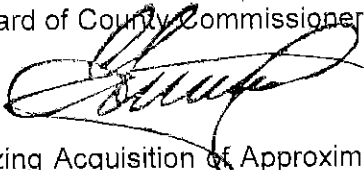
APW/lmp

Memorandum



Date: November 7, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez 
Mayor

Subject: Resolution Authorizing Acquisition of Approximately 5,000 Square Feet of Land for the Purpose of Relocating and Constructing a New Pump Station 49 on a Portion of a Larger Residential Property Located at 899 NE 83 Street, City of Miami, Florida

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the execution of a Contract for Sale and Purchase (Exhibit A) between Miami-Dade County, the Buyer, and Robert Renesca and Marie Renesca, the Sellers. More specifically, the resolution does the following:

- Authorizes the acquisition of approximately 5,000 square feet of land (Attachment 1), located within a larger property located at 899 NE 83 Street, City of Miami, Florida (a portion of Folio No. 01-3207-003-0020) for the purposes of relocating and constructing a new Pump Station 49 by the Miami-Dade County Water and Sewer Department;
- Authorizes the County Mayor or the County Mayor's designee to execute the Contract for Sale and Purchase in the amount of \$139,700;
- Authorizes the County Mayor or the County Mayor's designee to accept the conveyance by Warranty Deed (Exhibit B) to record the instrument of conveyance in the public records of Miami-Dade County and to exercise any and all other rights set forth in the Contract for Sale and Purchase.

Scope

The property is located in Commission District 3, which is represented by Vice Chairwoman Audrey M. Edmonson.

Fiscal Impact/Funding Source

The estimated total cost of the acquisition is \$143,700, which includes \$139,700 for the acquisition and approximately \$4,000 for closing costs. The funding source for the acquisition and future relocation and construction of Pump Station 49 is Wastewater Connection Charges.

Track Record/Monitoring

Dawn Soper of the Real Estate Development Division in the Internal Services Department is managing the purchase of this property. Howard Fallon, Planning Division Chief at the Water and Sewer Department, is managing the planning for the relocation and construction of the pump station.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Contract for Sale and Purchase and to exercise any and all other rights conferred therein.

Background

The expansion or replacement of Pump Station 49 is needed to accommodate the proposed addition of wastewater flows from North Bay Village into the Miami-Dade Water and Sewer system, as well as provide additional capacity for future flows due to growth within the service area. To address this expansion, Miami-Dade County Water and Sewer Department retained Civil Works Inc. (CWI) to evaluate alternatives for the station.

The existing Pump Station 49, located in the middle of a residential street across from 899 NE 83 Street, is 36 feet below ground and does not have a generator on site, nor the room to accommodate a generator. An expansion of the system to accommodate higher flows and pressures would require a generator be added to meet Miami-Dade County Regulatory and Economic Resources Department criteria.

After evaluating impacts to the local community, estimated construction costs, engineering feasibility and total pump station depth, CWI recommended that the current Pump Station 49 be abandoned and flows be redirected to the site located directly north of Pump Station 49 on the eastern portion of the residential property located at 899 NE 83 Street.

The relocation of Pump Station 49 will improve the existing infrastructure by allowing the facility to handle pressure from North Bay Village's new 16-inch force main, which connects downstream of the pump station. Relocation also allows for the installation of a required generator and will provide more capacity for added future flows, due to growth in the service areas.

The land area of 5,000 square feet will meet the Miami 21 zoning code minimum lot size requirements.

Additional purchase details are as follows:

SELLERS: Robert Renesca and Marie Renesca

LOCATION: The southeast corner of 899 NE 83 Street, City of Miami, Florida

SIZE: Approximately 5,000 square feet of land, which is part of a larger 54,889-square-foot residential parcel. (Attachment 1)

FOLIO NUMBER: A portion of 01-3207-003-0020.

ZONING: T3-R, Sub-Urban Zone, Restricted, City of Miami. Purchase is contingent upon site plan approval for the proposed pump station.

PURCHASE AMOUNT: \$139,700.00

APPRAISAL DATA: An independent appraisal procured in June 2016 by the Internal Services Department concluded that the market value of the property was \$139,700 (Attachment 2).

CONTINGENCIES: The Contract for Sale and Purchase is contingent upon receiving site plan approval for the pump station from the City of Miami. Miami-Dade Water and Sewer Department will submit the zoning application with the owner.

Attachments

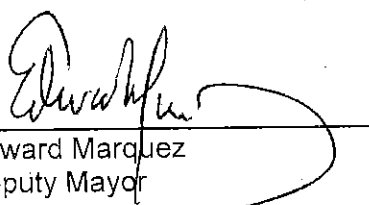
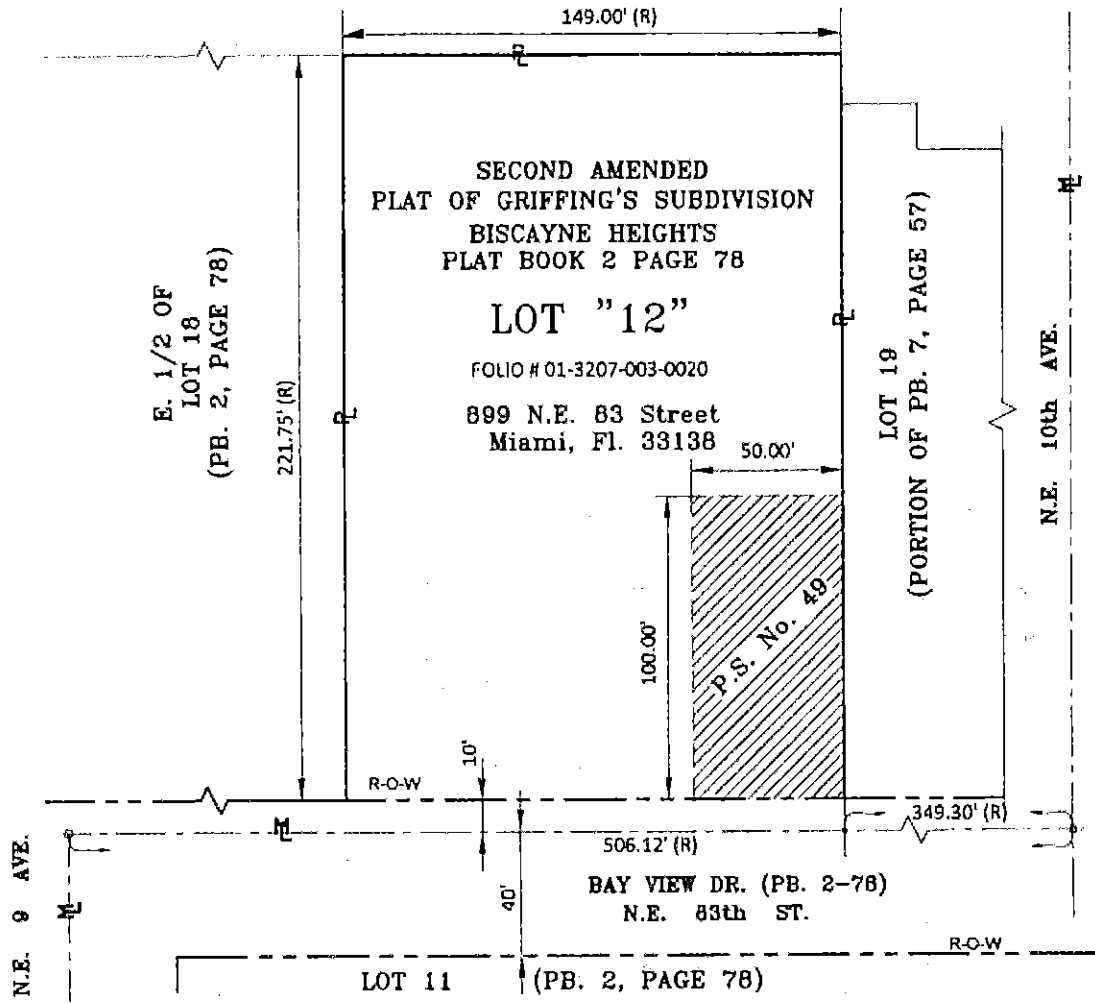

Edward Marquez
Deputy Mayor

EXHIBIT "A"
MIAMI-DADE COUNTY
SEC.07-TWP.53S.-RGE.42E.



LOT 18 (PB. 7, PAGE 57) LOT 17 (PB. 7, PAGE 57)



LEGAL DESCRIPTION:

THE EAST 50 FEET OF THE SOUTH 100 FEET OF LOT "12" OF "SECOND AMENDED PLAT OF GRIFFING'S SUBDIVISION BISCAYNE HEIGHTS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 78 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. CONTAINING AN AREA OF 5,000 SQUARE FEET, 0.11 ACRES MORE OR LESS.

NOTICE:

THIS DOCUMENT IS NOT VALID, FULL AND COMPLETE WITHOUT ALL PAGES.

Juan A. Cordero
JUAN A. CORDERO, P.S.M.
 Professional Surveyor and Mapper
 State of Florida - License No. 6814
 3575 S. Via Jeune Rd. Miami, FL
 33146 VASO (786) 268-5326
 Date: 02/22/2017

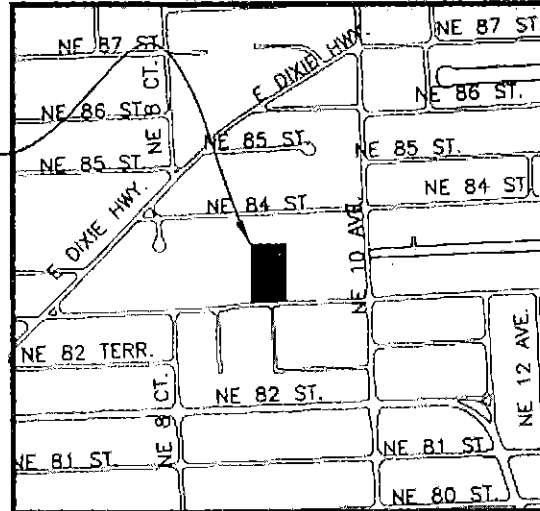
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

THIS IS NOT A BOUNDARY SURVEY	
LEGAL DESCRIPTION AND SKETCH	
FOR PUMP STATION No. 49	
MIAMI-DADE COUNTY, FLORIDA	
MIAMI-DADE WATER AND SEWER DEPARTMENT	
DATE: FEB. 22, 2017	SCALE: N.T.S.
DRAWN BY: M.S.	S-214 2 of 2

EXHIBIT "A"
MIAMI-DADE COUNTY
SEC.07-TWP.53S.-RGE.42E.



SUBJECT SKETCH



LOCATION MAP
(NOT TO SCALE)

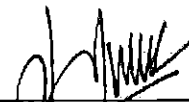
Legend:

- Easement
- Monument Line
- R-O-W Right of Way
- Record
- Plat Book
- Property Line

NOTICE:
THIS DOCUMENT IS NOT VALID, FULL AND COMPLETE WITHOUT ALL PAGES.

SURVEYOR'S NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. THIS "SKETCH & LEGAL DESCRIPTION" HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON.
3. NO TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY HAS BEEN PROVIDED. IT IS POSSIBLE THAT THERE ARE DEEDS, EASEMENT OR OTHER INSTRUMENTS (RECORDED OR UNRECORDED) WHICH MAY AFFECT THE SUBJECT PROPERTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENT(S) OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN.
6. SURVEY REFERENCES:
 - (a) MIAMI-DADE OFFICIAL RECORD PLAT BOOK 2 PAGE 78
 - (b) CITY OF MIAMI ATLAS, SHEET B-D


 JUAN C. CORDERO, P.S.M.
 Professional Surveyor and Mapper
 State of Florida - License No. 6814
 3575 S. Le Jeune Rd. Miami, FL
 33146 W.A.S.D. (786) 268-5326
 Date: 02/22/17

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

THIS IS NOT A BOUNDARY SURVEY LEGAL DESCRIPTION AND SKETCH FOR PUMP STATION No. 49 MIAMI-DADE COUNTY, FLORIDA	
MIAMI-DADE WATER AND SEWER DEPARTMENT	
DATE: FEB. 22, 2017	SCALE: N.T.S.
DRAWN BY: M.S.	S-214 1 of 2

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Type Acquisition	Partial
Purpose of Appraisal	Market Value
Property Rights Appraised	Fee Simple
Address	899 N.E. 83 rd Street Miami, Florida
Land Size:	
Parent Tract	33,041 square feet
Area to be Acquired	<u>- 5,000 square feet</u>
Remainder Parcel	28,041 square feet
Improvements	One-story cottage
Zoning	T3-R, Sub-Urban Zone, Restricted
Highest and Best Use	Single family residential use
Final Estimate of Suggested Compensation:	
Part to be Acquired	\$ 137,500
Damages, Incurable	\$ -0-
Net Cost to Cure	<u>\$ 2,200</u>
Total	\$ 139,700
Date of Value Estimate	June 12, 2016
Date of Inspection	June 12, 2016
Date of Report	June 29, 2016

CERTIFICATION OF VALUE

The undersigned hereby certifies that, to the best of my knowledge and belief:

- (A) The statements of fact contained in the report are true and correct.
- (B) The reported analyses, opinions and conclusions are limited only by the assumptions and limiting conditions set forth, and are my personal, unbiased professional analyses, opinions and conclusions.
- (C) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- (D) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (E) My engagement in this assignment is not contingent upon developing or reporting predetermined results.
- (F) The appraiser's compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Furthermore, the appraisal assignment is not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- (G) The appraiser's analyses, opinions and conclusions are developed, and this report is prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and the requirements of the State of Florida for state-certified appraisers.
- (H) Use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.
- (I) Thomas F. Magenheimer has made a personal inspection of the property that is the subject of this report and that the property owner or his designated representative was given the opportunity to accompany the appraiser on the property inspection.
- (J) No one provided significant professional assistance to the person signing this report.

ATTACHMENT 2

- (K) The reported analyses, opinions, and conclusions are developed, and this report is prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- (L) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- (M) The undersigned performed a market value appraisal of the subject property dated April 28, 2015 and September 15, 2015.
- (N) The appraisal was made and the appraisal report prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions.
- (O) The appraisal was made and the appraisal report prepared in conformity with the Appraisal Foundation's Uniform Standards for Professional Appraisal Practice, except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocation of USPAP's Jurisdictional Exception Rule as described in Section D-1 of the Uniform Appraisal Standards for Federal Land Acquisitions.

As of the date of this report, J. Mark Quinlivan and Thomas F. Magenheimer have completed the requirements under the continuing education program for The Appraisal Institute.

Based on the inspection of the property and the investigation and analyses undertaken, subject to the assumptions and limiting conditions set forth in the Addendum of this report, I have formed the opinion, as of the date of valuation, the total suggested compensation for the part to be acquired was:

ONE HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED DOLLARS

\$139,700

Thomas F. Magenheimer

THOMAS F. MAGENHEIMER, MAI
STATE-CERTIFIED GENERAL APPRAISER
CERTIFICATION NUMBER: RZ0000553

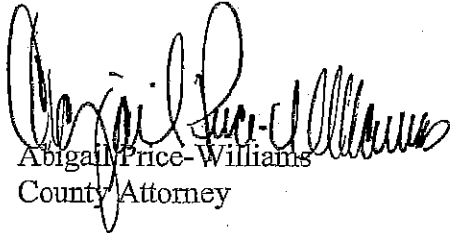


MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: November 7, 2017

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(4)

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
Veto _____
Override _____

Agenda Item No. 8(F)(4)
11-7-17

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$139,700.00 FOR SALE AND PURCHASE BETWEEN ROBERT RENESCA AND MARIE RENESCA, AS SELLERS, AND MIAMI-DADE COUNTY, AS BUYER, FOR APPROXIMATELY 5,000 SQUARE FEET OF LAND FOR THE PURPOSE OF RELOCATING AND CONSTRUCTING A NEW PUMP STATION 49 BY THE MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT, THE 5,000 SQUARE FEET BEING A PORTION OF A LARGER RESIDENTIAL PROPERTY AT 899 NE 83 STREET, CITY OF MIAMI, FLORIDA; AUTHORIZING THE EXPENDITURE OF UP TO \$4,000.00 FOR CLOSING COSTS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT, EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, TO TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE AND ACCEPT CONVEYANCE OF PROPERTY BY WARRANTY DEED; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED

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. The Board incorporates the foregoing recital and approves the Contract for Sale and Purchase between Robert Renesca and Marie Renesca, as Sellers, and the County, as Buyer, for approximately 5,000 square feet of land, City of Miami, Florida, in substantially the form attached hereto as "Exhibit A," in the amount of \$139,700.00 and an additional expenditure of up to \$4,000.00 for closing costs, for the purpose of relocating

and constructing a new Pump Station 49 by the Miami-Dade County Water and Sewer Department, and authorizes the County Mayor or the County Mayor's designee to execute said Contract for Sale and Purchase on behalf of Miami-Dade County, to exercise any and all rights conferred therein and all other actions necessary to effectuate said purchase, and to accept conveyance of said property by Warranty Deed substantially in the form attached hereto as "Exhibit B."

Section 2. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or the 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 further 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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of November, 2017. 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.



Monica Rizo Perez

EXHIBIT A

CONTRACT FOR SALE AND PURCHASE

Project: Water and Sewer Department Pump Station 49
Folio No: A portion of 01-3207-003-0020

This Contract for Sale and Purchase is entered into as of the _____ day of _____, 2017 ("Effective Date") by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer," whose post office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida, 33128, and Robert Renesca and Marie Renesca, his wife, whose post office address is 899 NE 83 Street, Miami, Florida 33138, hereinafter referred to as "Sellers."

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

1. REALTY. Sellers agree to sell to Buyer, and its successors in interest, and Buyer agrees to purchase from Sellers, that certain Real Property comprising five-thousand (5,000) square feet of land located in Miami-Dade County, Florida, which Real Property is legally and more specifically described in Exhibit A, hereto, and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said 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 as same may apply to and benefit the Real Property, if any (collectively, the "Real Property.") Both parties acknowledge and agree that the Real Property is a portion of a larger Parent Tract and Buyer is purchasing only the Real Property and shall not have any tenements, hereditaments, privileges, servitudes, and/or other rights appurtenant to Parent Tract.

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the Real Property of One Hundred Thirty-Nine Thousand and Seven Hundred Dollars (\$139,700.00). The purchase price is predicated on a site area of five-thousand (5,000) net square feet and shall be adjusted according to the net square feet as determined by the final survey as defined in Paragraph 7 herein. If the price is changed based on the survey, the new purchase price shall be agreed to by both parties, Buyer and Sellers, within 15 days of notice from the Buyer to the Sellers of the new purchase price ("New Price Notice"). Failure of either party to disapprove the new purchase price within 15 days of the New Price Notice, shall be deemed an automatic approval of the new purchase price.

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 or wire transfer of U.S. funds for the Property referenced above.

3. INTEREST CONVEYED. Sellers are the record owner of the fee simple title to the subject Property and agree to convey good, marketable and insurable title by General 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 Sellers' 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, at its expense, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment. Said commitment shall show a good, marketable and insurable title to the Property in the Sellers' 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 Sellers. 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 General Warranty Deed. In connection herewith, Sellers agree to provide all affidavits and other documents as required by the title insurer. 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 Sellers 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. Buyer shall, at Buyers sole cost and expense and at least thirty (30) days from the effective date of this Contract obtain a Phase I Environmental Site Assessment of the ¹⁴property to determine the existence and extent, if any, of 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 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 Sellers written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Sellers, in Sellers' sole discretion, elects in writing to repair such defects to Buyer's satisfaction. If Sellers agree to repair such defects by Closing, Buyer will proceed to Closing without delay. If Sellers are unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to closing at Buyers option without adjustment to the Purchase Price. Such option is to be exercised in writing within fifteen (15) days of Sellers' 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. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, Buyer or Sellers 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 Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Should Buyer and Sellers elect not to terminate this Contract and proceed with Closing, Sellers shall, at Sellers' 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.

7. SURVEY. Buyer, at Buyer's sole cost and expense shall obtain 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 and the Title Company. 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 Surveyor shall certify the number of square feet and calculated acreage contained within the Property after deduction for any easements, rights-of-way, and encroachments (defined as the "net square feet" and "net acreage."). 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 Sellers' and Buyer's approval.

8. RIGHT TO ENTER REAL PROPERTY. Sellers agree 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 Sellers 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 Sellers, except with the express written consent of Sellers. 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. Sellers further warrant and represent 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 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.

12. CLOSING. It is acknowledged and understood by Seller that the Buyer desires the Property to be used for the placement of an above-ground pump station for the Miami-Dade Water and Sewer Department. It is further acknowledged and understood that full and final approval is needed from the City of Miami, through a zoning process or otherwise, to: (a) place the above-ground pump station on the Property; and (b) release of the restrictions and covenants on the Property in favor of the City of Miami recorded within the public records of Miami-Dade

County, Florida at Official Records Book 15306 Page 600 and Official Records Book 14260 Page 2010, which approvals are jointly referred to as the "Conditions Precedent". The closing of this transaction shall be completed within sixty (60) days of the date the Conditions Precedent are satisfied and completed in a manner reasonably satisfactory to the Buyer, unless such sixty (60) days are otherwise extended, as mutually agreed upon by both Buyer and Sellers or as otherwise provided herein. The precise date, time, and place of closing shall be set by Buyer and Sellers.

The Seller agrees to cooperate with the Buyer and to execute all necessary documents in furtherance of the satisfaction of the Conditions Precedent and otherwise necessary for the Buyer to obtain the necessary approvals from the City of Miami. If the Conditions Precedent have not been satisfied and completed within ninety (90) days from the Effective Date of this Contract, then either the Buyer or the Seller shall have the right to terminate this Contract and, if either party exercises this right of termination, neither party shall have liability to the other and this Contract shall have no further force and effect and there shall be no closing.

13. TIME. Buyer and Sellers 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 Sellers or Buyer. All time periods will be calculated in business days.

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 Sellers. 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. Buyer shall be responsible for recording fees on the Warranty Deed. Sellers 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 Sellers until transfer of title.

17. ACCESS. Sellers warrant and represent that there is legal ingress and egress to the Real Property being purchased under this contract.

18. POSSESSION. Sellers 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. Sellers warrant 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 Sellers 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 Sellers without the express written consent of each other, which consent shall not be unreasonably withheld.

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") 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.

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: Dawn M. Soper, Real Estate Officer
Miami Dade County, Internal Services Department
Real Estate Development Division
111 NW 1st Street, Suite 2460
Miami, Florida 33128

as to Sellers: Robert and Marie Renesca
899 NE 83 Street
Miami, Florida 33128

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

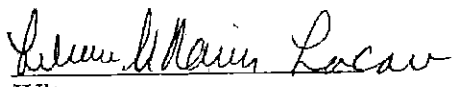
ATTEST:

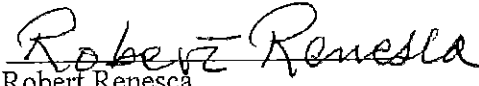
BUYER:
MIAMI-DADE COUNTY

By: _____
Clerk

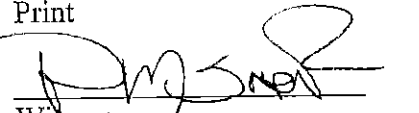
By: _____
County Mayor

Date: _____


Witness
LILIANA M. RAINÉY-LACAU
Print

SELLER:
By: 
Robert Renesca

Date: 01-05-2017


Witness
DAWN M. SOPER
Print

Liliana M. Rainey Laca

Witness

LILIANA M. RAINY LACAU

Print

[Signature]

Witness

DAWN M. SOFER

Print

STATE OF FLORIDA
COUNTY OF MIAMI DADE

SELLER:

By: Marie Renesca
Marie Renesca

Date: 5 Jan 2017

I HEREBY CERTIFY, that on this 5 day of JANUARY, 2017, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Robert Renesca and Marie Renesca, personally known to me, or proven, by producing the following identification: _____ to be the persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at MIAMI, in the County and State aforesaid, on this, the 5 day of JANUARY, 2017.

Liliana M. Rainey Laca (SEAL)
Notary Public

NOTARY SEAL / STAMP

Approved as to form and legal sufficiency:

Assistant County Attorney

Print Name _____
Notary Public, State of _____
My Commission expires _____

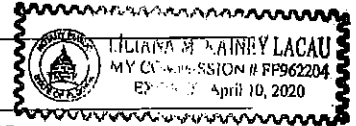


EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

A portion of folio 01-3207-003-0020

More particularly described as follows:

The East 50 Feet of the South 100 Feet of Lot "12" of "SECOND AMENDED PLAT OF GRIFFING'S SUBDIVISION BISCAYNE HEIGHTS," According to the Plat Thereof, as recorded in Plat Book 2, Page 78, of the Public Records of Miami-Dade County, Florida, containing an area of 5,000 square feet.

EXHIBIT B

Instrument prepared by and returned to:
Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907

Folio Number: a portion of 01-3207-003-0020

USER DEPT.: Miami-Dade Water and Sewer Department

WARRANTY DEED

THIS WARRANTY DEED is made this ____ day of _____, 2017 by and between **ROBERT RENESCA AND MARIE RENESCA** (hereinafter referred to as the "Grantor"), whose mailing address is 899 NE 83 Street, Miami, Florida 33138, and **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida** (hereinafter referred to as the "Grantee") whose address is Stephen P. Clark Center, 111 NW Street, Suite 17-202, Miami, Florida 33128. Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their successors and assigns.

WITNESSETH

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee and Grantee's heirs, successors and assigns forever, that certain parcel of land situate and being in Miami-Dade County, Florida (the "Property"), to wit:

The East 50 Feet of the South 100 Feet of Lot "12" of "SECOND AMENDED PLAT OF GRIFFING'S SUBDIVISION BISCAYNE HEIGHTS," According to the Plat Thereof, as recorded in Plat Book 2, Page 78, of the Public Records of Miami-Dade County, Florida, containing an area of 5,000 square feet.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 2014 and subsequent years; (b) reservations, easements, matters of plat, covenants and restrictions of public record, if any, but this reference shall not operate to reimpose same.

TO HAVE and to hold the same in fee simple forever.

GRANTOR hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property, that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal on the date aforesaid.

Signed sealed and delivered in the Presence of:

Witness Signature
Printed Name: _____

Robert Renesca

Witness Signature
Printed Name _____

Witness Signature
Printed Name: _____

Marie Renesca

Witness Signature
Printed Name _____

STATE OF FLORIDA)
) ss:

I HEREBY CERTIFY, that on this _____ day of _____, 2017, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Robert Renesca and Marie Renesca, personally known to me, or proven, by producing the following identification: _____ to be the persons 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 ____ day of _____, 2017.

Notary Public (SEAL)

NOTARY SEAL / STAMP

Print Name
Notary Public, State of _____
My Commission expires _____

The foregoing was approved by the Miami-Dade County Board of County Commissioners, pursuant to Resolution No. ____ dated _____.