

# MEMORANDUM

Agenda Item No. 8(F)(2)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** January 20, 2021

**FROM:** Geri Bonzon-Keenan  
Successor County Attorney

**SUBJECT:** Resolution approving a Purchase Agreement between the Florida Department of Transportation (FDOT) and Miami-Dade County for the conveyance of approximately 4,531 square feet of County-owned property located at 7401 NW 74 Street, Medley, Florida required by FDOT for State Road 934 (Hialeah Expressway) Road improvement project, for a total purchase price of \$276,745.00; authorizing the County Mayor to execute the Purchase Agreement, to exercise any rights conferred therein, and to take all actions necessary to effectuate same; and authorizing the Chairperson or Vice-Chairperson of the Board to execute a County Deed for such purpose

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The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.




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Geri Bonzon-Keenan  
Successor County Attorney

GBK/jp

**Date:** January 20, 2021

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Resolution Authorizing the Conveyance of an Approximately 4,531 Square Foot Portion of County-Owned Real Property Located at 7401 NW 74 Street, Medley, Florida to the Florida Department of Transportation for Necessary Road Improvements to SR 934 (Hialeah Expressway)  
Folio No.: A Portion of 22-3011-002-0700

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### **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve resolution authorizing the conveyance of County-owned property through the execution of a Purchase Agreement (Agreement) between Miami-Dade County (County) and the Florida Department of Transportation (FDOT). More specifically, the resolution authorizes the following:

- Authorizes an Agreement (Attachment 1 to the resolution) between the County and FDOT for the conveyance of a portion of County-owned property, consisting of approximately 4,531 square feet of land designated by FDOT as Parcel 100 (Exhibit “A”), located at 7401 NW 74 Street, Medley, Florida (a portion of Folio Number 22-3011-002-0700) for necessary roadway improvements to State Road 934 (Hialeah Expressway).
- Authorizes the County Mayor or County Mayor’s designee to execute the Agreement, to exercise any rights conferred therein the Agreement and to convey Parcel 100 to FDOT for a total compensation of \$276,745; and
- Authorizes the Chairperson or Vice Chairperson of the Board to execute the County Deed (Attachment 2 to the resolution) and authorizes the County Mayor or County Mayor’s designee to record the instrument of conveyance in the public records of Miami-Dade County.

### **SCOPE**

The property is located in Commission District 12, which is represented by Commissioner Jose “Pepe” Diaz.

### **FISCAL IMPACT/FUNDING SOURCE**

The County will receive a total compensation in the amount of \$276,745 from FDOT, which includes \$244,645 for the market value of the land and improvements, \$15,100 for restoration costs to the site (cost to cure), \$5,000 to the County Attorney’s Office for pre-suit negotiation fees pursuant to F.S. 73.092, and \$12,000 for the County’s engineering expert fees. Twenty-five percent of the market value will be deposited in the Affordable Housing Trust Fund, ten percent will be paid to the Internal Services Department for their administrative fee per the County’s Budget Manual and the balance will go to the Animal Services Department Trust.

### **TRACK RECORD/MONITORING**

Idania Barroso with the Internal Services Department is managing the conveyance of the property to FDOT.

**DELEGATION OF AUTHORITY**

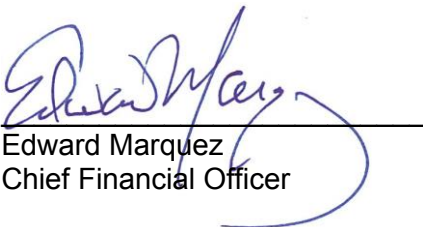
Authorizes the County Mayor or County Mayor's designee to execute the Agreement, exercise any rights conferred therein, and take all actions necessary to effectuate the same. Authorizes the Chairperson or Vice Chairperson of the Board to execute a County Deed.

**BACKGROUND**

The FDOT has programmed roadway improvements scheduled to begin in May 2021, under Project No. 436479-1. The improvements include reconstructing a portion of the Hialeah Expressway in the Town of Medley, widening NW 74 Avenue and constructing a new intersection to connect it to the Hialeah Expressway. FDOT requires 4,531 square feet of County-owned property, located at 7401 NW 74 Street, Medley, for this roadway project. The County-owned property contains a total of 191,421 square feet of land improved with a 34,414 square foot building that is under the jurisdiction of the Animal Services Department. The County-owned property is currently utilized as administrative office space for the Department as well as storage space for supplies, equipment, and fleet.

Chapter 73 of the Florida Statutes grants FDOT the authority to acquire property needed for public transportation purposes through eminent domain proceedings. In compliance with Section 73.015(1) Fla. Stat., the County received a Statement of Offer (Exhibit "B") from FDOT offering to pay \$177,400 for Parcel 100, in lieu of proceeding with condemnation. The offer was based on the value determined by an independent appraiser hired by FDOT. County staff reviewed the appraisal and consulted with an engineering expert to determine the cost to restore the remainder of the County property impacted by the conveyance of Parcel 100. The portion of the County-owned property being conveyed currently contains fencing, bollards, asphalt paving, concrete curbing, landscaping, a manhole, a street sign, catch basin and a portion of the underground irrigation system, which will require relocation or replacement to restore the property to functional use. A total compensation of \$276,745 was negotiated, which took into account the costs to restore or cure the remainder of the County-owned property.

FDOT has indicated that Parcel 100 is an integral and important aspect of Project No. 436479-1. Not only will this parcel allow for the installation of improved drainage applications to mitigate future flooding to the corridor and surrounding parcels, but it will also benefit the public with improved ingress and egress to the Hialeah Expressway from NW 74 Avenue. Following completion of the roadway project, NW 74 Avenue will continue to be a two-lane undivided asphalt roadway; however, a dedicated right-turn lane will be constructed to relocate the westbound access to the Hialeah Expressway. A concrete curb and gutters will also be constructed on both sides of the roadway with a closed drainage system. The conveyance of Parcel 100 to FDOT will not impede the County from continuing to operate the Animal Services shelter on the remainder of the property and will benefit the property with improved accessibility and storm drainage.

  
\_\_\_\_\_  
Edward Marquez  
Chief Financial Officer

# EXHIBIT "A"

## LEGAL DESCRIPTION - PARCEL 100

A portion of Tract 41 of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1", according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida and more particularly described as follows:

Commence at the Southwest (SW) corner of the Southwest (SW) 1/4 of Section 11, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence N89°43'48"E, along the South line of the Southwest (SW) 1/4 of said Section 11, for a distance of 998.24 feet; thence N00°16'12"W for a distance of 12.05 feet to a point of intersection with the Proposed Limited Access Right of Way line of State Road 934 (HIALEAH EXPRESSWAY), said point also being the POINT OF BEGINNING of the hereinafter described parcel, and said point being on a circular curve concave to the Northwest; said point bears S09°34'51"W from the center of said curve; thence Northeasterly, Northerly and Northwesterly along the Proposed Limited Access Right of Way line of said State Road 934 (HIALEAH EXPRESSWAY) and along the arc of said curve to the left, having a radius of 25.00 feet and a central angle of 101°21'30" for an arc distance of 44.23 feet to the end of the Proposed Limited Access Right of Way line of said State Road 934 (HIALEAH EXPRESSWAY); thence N88°13'21"E for a distance of 6.00 feet; thence N01°46'39"W for a distance of 78.06 feet; thence N11°42'10"E for a distance of 51.48 feet; thence N01°46'39"W for a distance of 113.52 feet; thence N88°11'46"E for a distance of 9.00 feet to a point on the existing Right of Way line of NW 74th Avenue; thence S01°46'39"E along the existing Right of Way line of said NW 74th Avenue for a distance of 278.18 feet to a point on the Existing Northerly Limited Access Right of Way line of State Road 934 (HIALEAH EXPRESSWAY), said point also being a point on a circular curve concave to the Southwest, and said point bears N10°43'21"E from the center of said curve; thence Northwesterly along the arc of said curve to the left, having a radius of 2,919.93 feet and a central angle of 01°08'30" for an arc distance of 58.18 feet to the POINT OF BEGINNING.

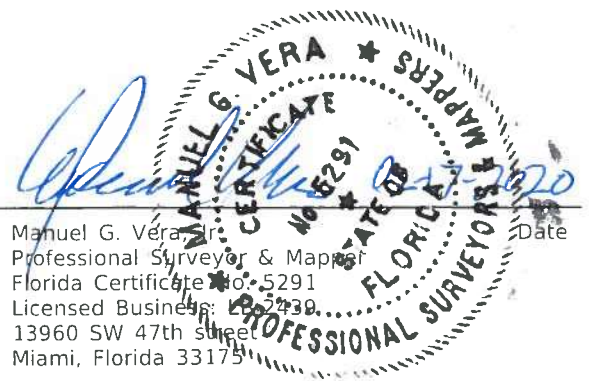
Containing 4,531 Square Feet more or less.

### SURVEYOR'S NOTES:

- Bearings and coordinates are relative to the State Plane Coordinate System, Florida East Zone (901), Transverse Mercator Projection, North American Datum 1983 (NAD83), 2011 adjustment, where the South line of SW ¼ of Section 11, Township 53 South, Range 40 East, bears N89°43'48"E.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- Baseline of Survey shown on this Sketch and Legal is based on Project Control Sheet for State Road 934 (Hialeah Expressway), Section 87080-2515 prepared by Atkins North America, Inc. with FP No. 436479-1-52-01, dated December 2nd, 2015 and provided by Florida Department of Transportation, District VI.
- All stations and offsets refer to the Baseline of Survey of State Road 934 (Hialeah Expressway).
- Right of Way Lines shown on this Sketch and Legal are based on a Right of Way DGN file of State Road 934 (Hialeah Expressway), Section 87080-2515 prepared by Atkins North America, Inc., FM no. 436479-1, dated December 2nd, 2015 and provided by Florida Department of Transportation, District VI.
- I hereby certify that the Sketch and Legal Description was prepared under my direction and that said Sketch and Legal Description is in compliance with Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- Manuel G. Vera & Associates, Inc. does carry Professional Liability Insurance for Surveying and Mapping Services.
- 15'\* per Miami-Dade County Court Case No. 72-17020.

### LEGEND:

BL	- Base Line	L.A.	- Limited Access
CL	- Center Line	T	- Tangent
PC	- Point of Curvature	L	- Arc Length of curve
PT	- Point of Tangency	R	- Radius
FDOT	- Florida Department of Transportation	P.O.C.	- Point of Commencement
F.P. NO.	- Financial Project Number	P.O.B.	- Point of Beginning
STA.	- Station	PL	- Property Line
SEC.	- Section	LB.	- Licensed Business
TWP.	- Township	LT.	- Left
RGE.	- Range	No.	- Number
EXIST.	- Existing	SR	- State Road
ORB	- Official Record Book	SQ. FT.	- Square Feet
PB	- Plat Book	R/W	- Right of Way
PG.	- Page	RES	- Resolution
PI	- Point of intersection	(P)	- Plat
Δ	- Central angle	(100)	- Parcel Number
ESMT.	- Easement		



**NOT A BOUNDARY SURVEY**

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

<b>FLORIDA DEPARTMENT OF TRANSPORTATION</b>									
<b>SKETCH TO ACCOMPANY LEGAL DESCRIPTION</b>									
<b>STATE ROAD NO. 934 (HIALEAH EXPRESSWAY)</b>					<b>MIAMI-DADE COUNTY</b>				
MODIFY PARCEL	JP	02-14-20	BY	DATE	PREPARED BY	DATA SOURCE			
MODIFY PARCEL	DH	02-26-18	DRAWN	JCF	08-17	MANUEL G. VERA AND ASSOCIATES INC., LB#2439 13960 SW 47th STREET, MIAMI FLORIDA 33175	SEE SURVEYOR'S NOTES		
REVISION	BY	DATE	CHECKED	SN	08-17	F.P. No. 436479-1	SECTION 87080-2515	SHEET 01 OF 04	

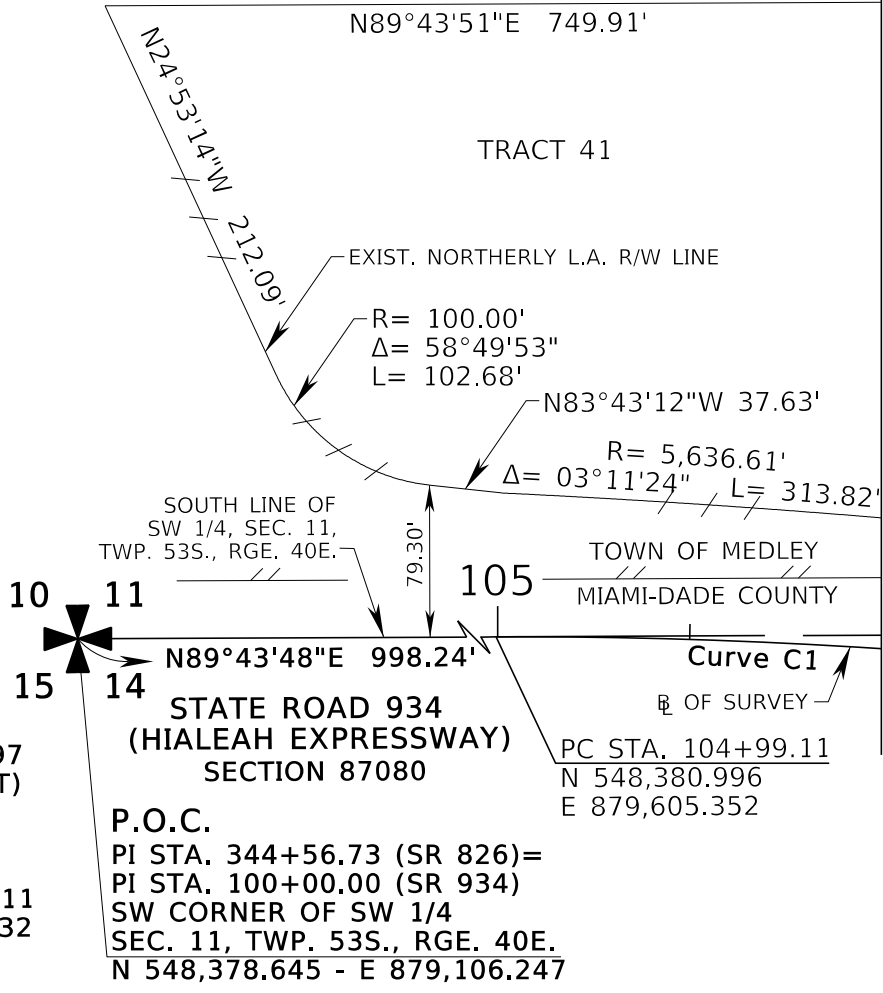
# EXHIBIT "A"

SECTION 11, TOWNSHIP 53 S., RANGE 40 E. MIAMI-DADE COUNTY, FLORIDA

FLORIDA FRUIT LANDS COMPANY'S  
SUBDIVISION No.1

PB 2, PG. 17

STATE ROAD 826  
(PALMETTO EXPRESSWAY)



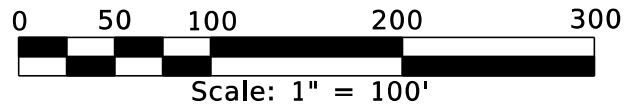
MATCH LINE STA. 107+00.00  
(SEE SHEET 03 OF 04)

Curve C1  
PI STA. 108+50.97  
Δ = 14°00'13"(RT)  
T = 351.86'  
L = 700.21'  
R = 2,864.93'  
PC STA. 104+99.11  
PT STA. 111+99.32  
N 548,299.120  
E 880,299.005

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NOTE: FOR LINE TYPES LEGEND SEE SHEET FOUR (4) OF FOUR (4)



### FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 934 (HIALEAH EXPRESSWAY)

MIAMI-DADE COUNTY

MODIFY PARCEL	JP	02-14-20
MODIFY PARCEL	DH	02-26-18
REVISION	BY	DATE

BY	DATE
JCF	08-17
CHECKED	SN
	08-17

PREPARED BY:  
MANUEL G. VERA AND ASSOCIATES INC., LB#2439  
13960 SW 47th STREET, MIAMI FLORIDA 33175

DATA SOURCE:  
SEE SURVEYOR'S NOTES

F.P. No. 436479-1

SECTION 87080-2515

SHEET 02 OF 04

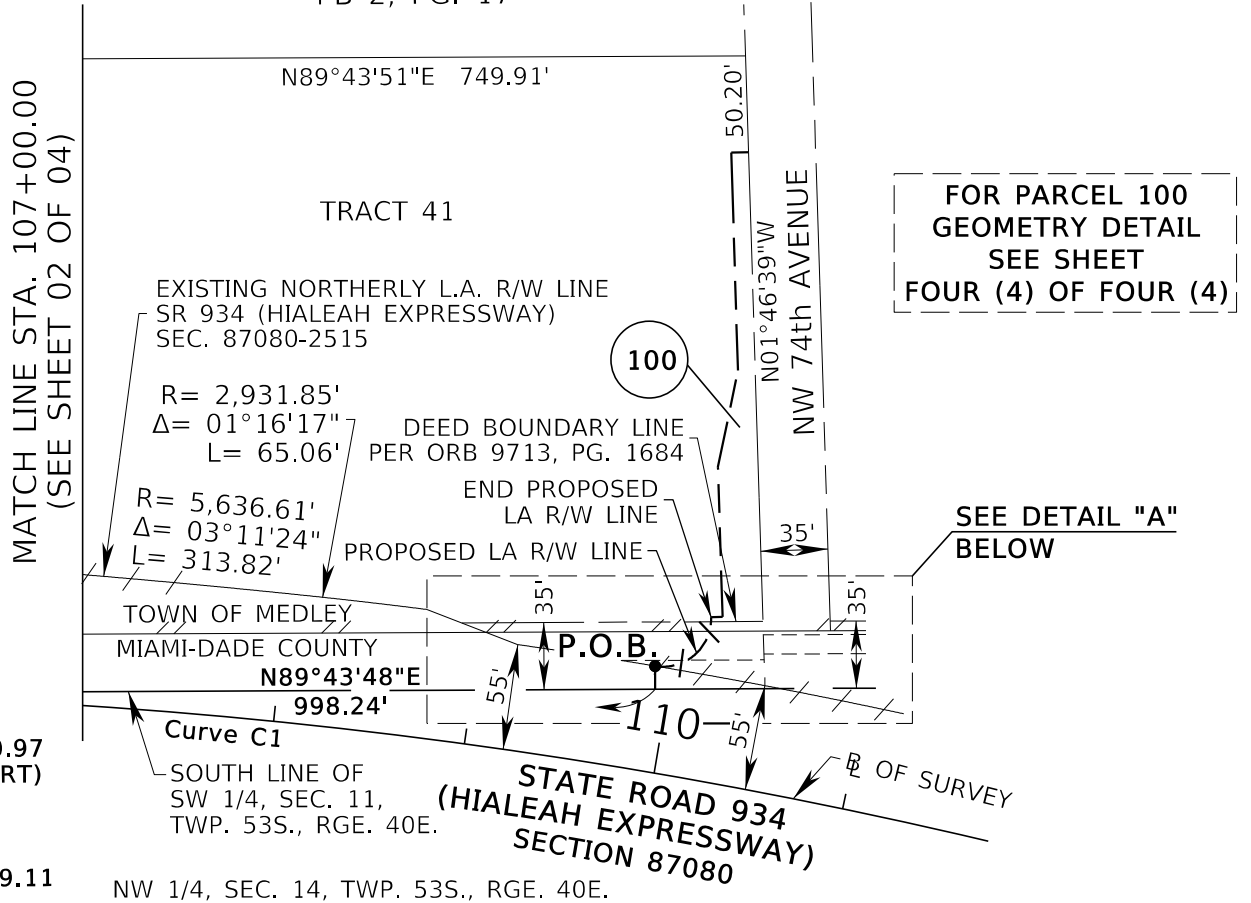
# EXHIBIT "A"

SECTION 11, TOWNSHIP 53 S., RANGE 40 E. MIAMI-DADE COUNTY, FLORIDA

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
100	MIAMI-DADE COUNTY	±4,531 SQ. FT.	±4.29Acres	N/A

## FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1

PB 2, PG. 17



Curve C1  
PI STA. 108+50.97  
Δ = 14°00'13"(RT)  
T = 351.86'  
L = 700.21'  
R = 2,864.93'  
PC STA. 104+99.11  
N 548,380.996  
E 879,605.352  
PT STA. 111+99.32  
N 548,299.120  
E 880,299.005

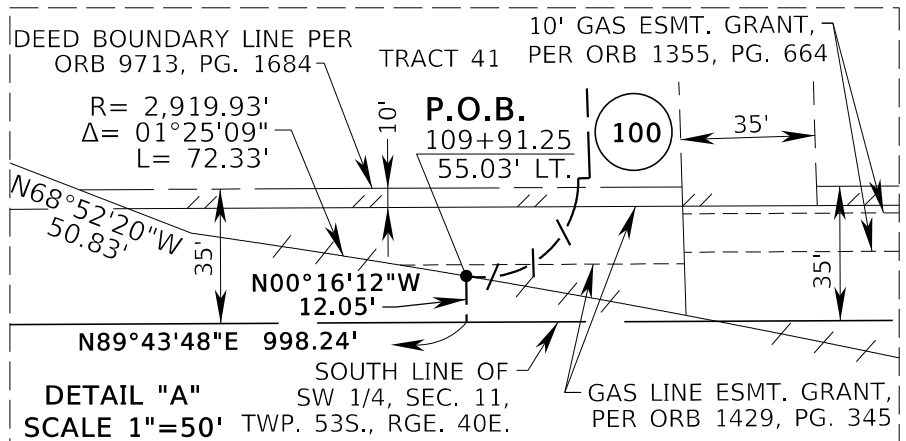
NOTE: FOR LINE TYPES LEGEND  
SEE SHEET FOUR (4) OF FOUR (4)

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Scale: 1" = 100'



## FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 934 (HIALEAH EXPRESSWAY)

MIAMI-DADE COUNTY

MODIFY PARCEL	JP	02-14-20
MODIFY PARCEL	DH	02-26-18
REVISION	BY	DATE

DRAWN	JCF	08-17
CHECKED	SN	08-17

PREPARED BY:  
MANUEL G. VERA AND ASSOCIATES INC., LB#2439  
13960 SW 47th STREET, MIAMI FLORIDA 33175

DATA SOURCE:  
SEE SURVEYOR'S NOTES

F.P. No. 436479-1

SECTION 87080-2515

SHEET 03 OF 04

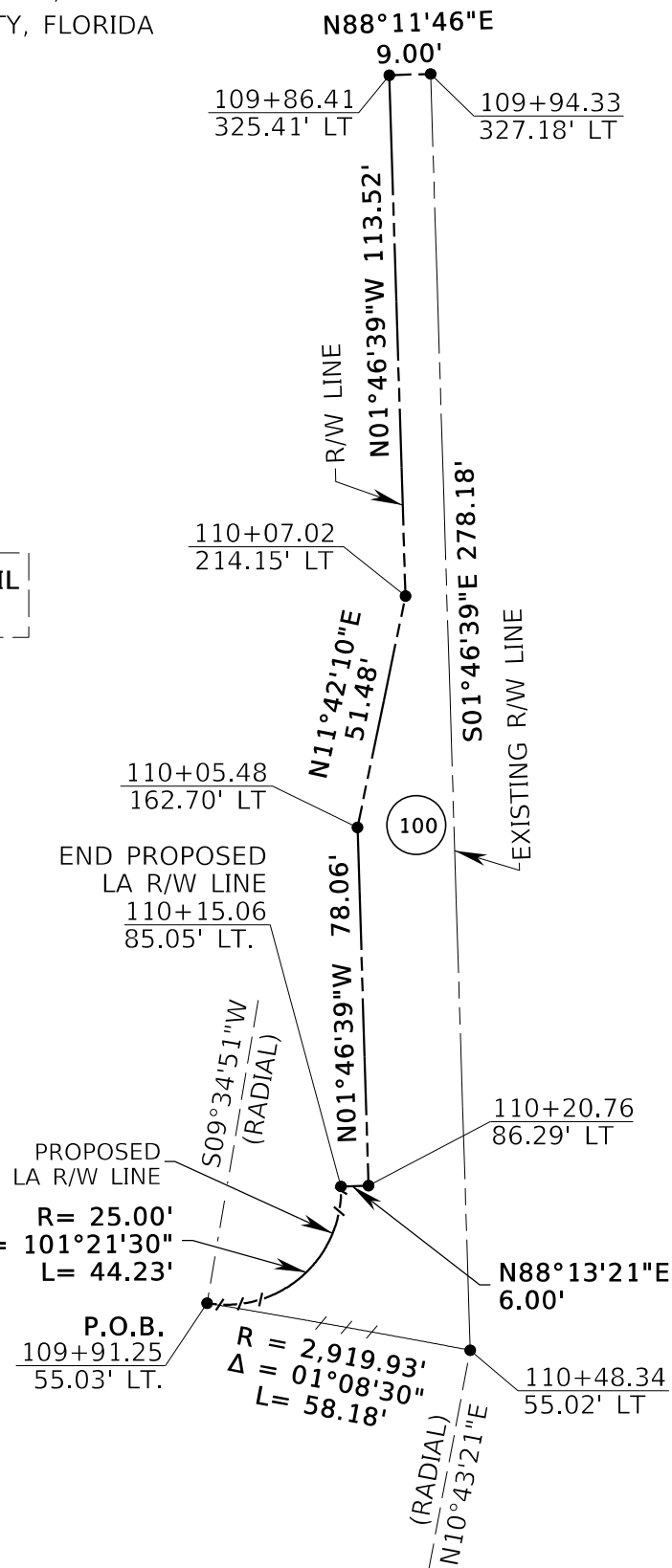
**EXHIBIT "A"**  
SECTION 11, TOWNSHIP 53 S., RANGE 40 E.  
MIAMI-DADE COUNTY, FLORIDA



PARCEL 100 DETAIL  
NOT TO SCALE

**LINE TYPES:**

- SECTION LINE
- CITY LIMIT LINE
- EXISTING RIGHT OF WAY LINE
- BASE OR SURVEY LINE
- EXISTING LIMITED ACCESS R/W LINE
- RIGHT OF WAY LINE
- EXISTING EASEMENT
- VACATED/ORIGINAL LOT LINE
- EXISTING NON-VEHICLE ACCESS LINE
- SUBDIVISION LIMITS



**NOT A BOUNDARY SURVEY**

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				<b>FLORIDA DEPARTMENT OF TRANSPORTATION</b>			
				<b>SKETCH TO ACCOMPANY LEGAL DESCRIPTION</b>			
				<b>STATE ROAD NO. 934 (HIALEAH EXPRESSWAY)</b>		<b>MIAMI-DADE COUNTY</b>	
MODIFY PARCEL	JP	02-14-20	BY	DATE	PREPARED BY: MANUEL G. VERA AND ASSOCIATES INC., LB#2439 13960 SW 47th STREET, MIAMI FLORIDA 33175	DATA SOURCE: SEE SURVEYOR'S NOTES	
MODIFY PARCEL	DH	02-26-18	DRAWN	JCF		08-17	
REVISION	BY	DATE	CHECKED	SN	08-17	F.P. No. 436479-1	SECTION 87080-2515
						<b>SHEET 04 OF 04</b>	

STATEMENT OF OFFER

Miami-Dade County Animal Service Unit  
Alex Munoz, Director  
3599 NW 79 Ave  
Doral, FL 33122

ITEM/SEGMENT NO.: 436479-1  
DISTRICT: 6  
FEDERAL PROJECT NO.: 0618013B  
STATE ROAD NO.: 934 / NW 74<sup>th</sup> ST  
COUNTY: Miami-Dade  
PARCEL NO.: 100

Dear Miami-Dade County,

As you are probably aware, the State of Florida Department of Transportation is in the process of acquiring the needed right of way for the above referenced facility. A determination has been made that either a part or all of your property will be needed. A search of the Public Records of the County in which this property is situated has been made and it was determined that property is owned by you.

The interest being acquired in your property is: Fee Simple

In addition, the following list will identify the buildings, structures, fixtures, and other improvements which are considered to be a part of the real property acquired, or personal property being acquired, if any: **asphalt paving, concrete curbing, 6' high chain link fencing, bollards, backflow preventer, catch basins, manhole, a street sign, shade trees, grass and a portion of the underground irrigation system.**

The following items were excluded:

You are further advised that the Department's offer of just compensation for the property required for the construction of this facility is based on the Fair Market Value of the property and that the Department's offer to you is not less than the approved appraised value of the property.

The following represents a summary of the Department's offer to you and the basis therefore:

Land	\$ 136,000.00
Improvements	\$ 36,800.00
Real Estate Damages	\$ 4,600.00
Total	\$ 177,400.00

This Statement of Offer is not a contract; if you agree to accept this offer, you will be required to sign a purchase agreement. Any additional information you may require can be obtained through the Department's Representative that contacted you. If that representative is not readily available, please contact:

Tania Shagoury  
at Tania.Shagoury@dot.state.fl.us

Sincerely,

Alejandro Casals  
District Right of Way Manager  
By: Iden Nazario

\_\_\_\_\_  
Delivered By Type or Print Name Date

\_\_\_\_\_  
Receipt Acknowledged By Type or Print Name Date






**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** January 20, 2021

**FROM:**   
Gen Bonzon-Keenan  
Successor County Attorney

**SUBJECT:** Agenda Item No. 8(F)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- 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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) 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)(2)  
1-20-21

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

RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND MIAMI-DADE COUNTY FOR THE CONVEYANCE OF APPROXIMATELY 4,531 SQUARE FEET OF COUNTY-OWNED PROPERTY LOCATED AT 7401 NW 74 STREET, MEDLEY, FLORIDA REQUIRED BY FDOT FOR STATE ROAD 934 (HIALEAH EXPRESSWAY) ROAD IMPROVEMENT PROJECT, FOR A TOTAL PURCHASE PRICE OF \$276,745.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE PURCHASE AGREEMENT, TO EXERCISE ANY RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; AND AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO EXECUTE A COUNTY DEED FOR SUCH PURPOSE

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is attached hereto and incorporated herein,

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

**Section 1.** This Board ratifies and adopts the matters set forth in the foregoing recital.

**Section 2.** This Board hereby: (i) approves the Purchase Agreement in the amount of \$276,745.00 attached hereto and incorporated herein as Attachment 1; (ii) authorizes the County Mayor or County Mayor's designee to execute the Purchase Agreement in substantially the form attached hereto, to exercise any rights conferred therein, and to take all actions necessary to effectuate same; and (iii) authorizes the Chairperson or Vice Chairperson of this Board to execute the County Deed in substantially the form attached hereto and incorporated herein as Attachment 2.

**Section 3.** Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or County Mayor’s designee to record the County Deed in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy of the County Deed 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:

Jose “Pepe” Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 20<sup>th</sup> day of January, 2021. 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  
Lauren E. Morse

**PURCHASE AGREEMENT**

ITEM SEGMENT NO.: 436479-1  
 DISTRICT: 6  
 FEDERAL PROJECT NO.: 0618013B  
 STATE ROAD NO.: 934 / NW 74<sup>th</sup> ST  
 COUNTY: Miami-Dade  
 PARCEL NO.: 100

**Seller:** Miami-Dade County Animal Service Unit, Alex Munoz, Director

**Buyer:** State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

**I. Description of Property:**

(a) **Estate Being Purchased:**  Fee Simple  Permanent Easement  Temporary Easement  Leasehold

(b) **Real Property Described As:** Parcel 100, containing 4,531 sqft more or less, including asphalt paving, concrete curbing, 6' high chain link fencing, bollards, backflow preventer, catch basins, a manhole, a street sign, shade trees, grass and a portion of underground irrigation system.

(c) **Personal Property:** N/A

(d) **Outdoor Advertising Structure(s) Permit Number(s):** \_\_\_\_\_

**Buildings, Structures, Fixtures and Other Improvements Owned By Others:** \_\_\_\_\_

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

**II. PURCHASE PRICE**

<b>(a) Real Property</b>		
Land	1.	\$ <u><del>100,000.00</del></u>
Improvements	2.	\$ <u><del>60,000.00</del></u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ <u><del>4,000.00</del></u>
<b>Total Real Property</b>	<b>4.</b>	<b>\$ <u><del>177,400.00</del></u></b>
<b>(b) Total Personal Property</b>	<b>5.</b>	<b>\$ <u>0.00</u></b>
<b>(c) Fees and Costs</b>		
Attorney Fees	6.	\$ <u>0.00</u>
Appraiser Fees	7.	\$ <u>0.00</u>
_____		
_____ Fee(s)	8.	\$ <u>0.00</u>
<b>Total Fees and Costs</b>	<b>9.</b>	<b>\$ <u>0.00</u></b>
<b>(d) Total Business Damages</b>	<b>10.</b>	<b>\$ <u>0.00</u></b>
<b>(e) Total of Other Costs</b>	<b>11.</b>	<b>\$ <u>0.00</u></b>
List: <u>N/A</u>		

**Total Purchase Price** (Add Lines 4, 5, 9, 10 and 11) **\$ 276,745.00**  
**Total Global Settlement Amount** **\$ ~~177,400.00~~**

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ 276,745.00

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or \_\_\_\_\_ \$ \_\_\_\_\_

### III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: The closing of the transaction is subject to the Seller clearing all encumbrances or interests affecting the property, recorded or unrecorded, including but not limited to: mortgages, leasehold interests, and easements, unless same are acceptable to Buyer. . Buyer and Seller agree all fees, cost, and business damages, if any, are included in this Purchase Agreement.  

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- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

### IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

### V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page \_\_\_\_\_ is made a part of this agreement.
- There is not an addendum to this agreement.

**VI.** Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

**Seller(s)**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

**Buyer**

State of Florida Department of Transportation

BY: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name and Title

**VII. FINAL AGENCY ACCEPTANCE**

The Buyer has granted Final Agency Acceptance this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature Type or Print Name and Title

Legal Review: \_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name and Title

### ADDITIONAL SIGNATURES

SELLER(S):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

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Type or Print Name

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Type or Print Name



**ADDENDUM  
TO PURCHASE AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY, AS SELLER  
AND  
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, AS BUYER**

Date: \_\_\_\_\_,2021

Property: 4,531 SF of Parcel 100, 7401 NW 74 Street, Miami-Dade County (the "Property")

The following terms and provisions shall be made a part of the above-described Purchase Agreement (the "Agreement") entered into by Buyer and Seller under the threat of condemnation.

1. Paragraph III (a) of the Purchase Agreement is not applicable to this sale and is therefore deleted.
2. Paragraph III (b) is deleted.
3. Paragraph III (f) of the Purchase Agreement is not applicable to this sale and is therefore deleted.
4. Paragraph III (g) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) as provided in Florida Statue 125.411.
5. Paragraph III (h) This Agreement establishes the full compensation for the purchase of Parcel 100, and further constitutes full and final settlement of all claims and damages of any nature, including but not limited to, all costs and fees, arising from Buyer's acquisition Parcel 100.

Additionally, Paragraph III (i) is replaced with the following:

Buyer shall not be obligated to close this transaction, if there are encumbrances or interests affecting the property, recorded or unrecorded, including but not limited to: mortgages, leasehold interests, taxes, and easements, that are unacceptable to Buyer.

6. Paragraph III (j) of the Purchase Agreement is not applicable to this sale and is therefore deleted.
7. This Agreement, and the Addendum, shall not be recorded in the public records of Miami-Dade County, Florida.

**IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first above written.**

**WITNESS:**

\_\_\_\_\_

**BUYER:**

**STATE OF FLORIDA, DEPARTMENT OF  
TRANSPORTATION**

**By:** \_\_\_\_\_

\_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**WITNESS:**

**SELLER:**

**MIAMI-DADE COUNTY**

\_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Approved as to Legal Sufficiency:** \_\_\_\_\_

**Debra Herman, Assistant County Attorney**

Instrument prepared by:  
 Miami-Dade County Internal Services Department  
 Real Estate Development Division  
 111 NW 1 Street, Suite 2460  
 Miami, Florida 33128-1907

Folio No. 22-3011-002-0700

## COUNTY DEED

THIS DEED, made this            day of            , 2020 A. D. by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 NW 1 Street, Suite 17-202, Miami, Florida 33128-1963, and STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, party of the second part, whose address is 1000 N.W. 111<sup>TH</sup> Avenue, Miami, Florida 33172.

### WITNESSETH:

That the said party of the first part, for and in consideration of the sum of \$1.00 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following legally described land lying and being in Miami-Dade County, Florida:

PARCEL 100

FIN. No. 436479-1

A portion of Tract 41 of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1", according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida and more particularly described as follows:

Commence at the Southwest (SW) corner of the Southwest (SW) 1/4 of Section 11, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence N 89°43'48" E, along the South line of the Southwest (SW) 1/4 of said Section 11, for a distance of 998.24 feet; thence N 00°16'12" W for a distance of 12.05 feet to a point of intersection with the Proposed Limited Access Right of Way line of State Road 934 (HIALEAH EXPRESSWAY), said point also being the POINT OF BEGINNING of the hereinafter described parcel, and said point being on a circular curve concave to the Northwest; said point bears S 09°34'51" W from the center of said curve; thence Northeasterly, Northerly and Northwesterly along the Proposed Limited Access Right of Way line of said State Road 934 (HIALEAH EXPRESSWAY) and along the arc of said curve to the left, having a radius of 25.00 feet and a central angle of 101°21'30" for an arc distance of 44.23 feet to the end of the Proposed Limited Access Right of Way line of said State Road 934 (HIALEAH EXPRESSWAY); thence N88°13'21"E for a distance of 6.00 feet; thence N 01°46'39" W for a distance of 78.06 feet; thence N 11°42'10" E for a distance of 51.48 feet; thence N 01°46'39" W for a distance of 113.52 feet; thence N 88°11'46" E for a distance of 9.00 feet to a point on the existing Right of Way line of NW 74th Avenue; thence S 01°46'39" E along the existing Right of Way line of said NW 74th Avenue for a distance of 278.18 feet to a point on the Existing Northerly Limited Access Right of Way line of State Road 934 (HIALEAH EXPRESSWAY), said point also being a point on a circular curve concave to

the Southwest, and said point bears N 10°43'21" E from the center of said curve; thence Northwesterly along the arc of said curve to the left, having a radius of 2,919.93 feet and a central angle of 01°08'30" for an arc distance of 58.18 feet to the POINT OF BEGINNING.

Containing 4,531 Square Feet more or less.

This grant conveys only the interest of Miami-Dade County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice Chairperson of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

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

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

By: \_\_\_\_\_  
Jose "Pepe" Diaz, Chairman

Approved for legal sufficiency. \_\_\_\_\_  
Debra Herman, Assistant County Attorney

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