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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

# Memorandum

MIAMI-DADE COUNTY

**Date:** June 3, 2008

Agenda Item No. 8(D)(1)(D)

**To:** Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

**From:** George M. Burgess
County Manager

**Resolution No. R-625-08**

**Subject:** Resolution Approving "Contract for Sale and Purchase" of Approximately 0.28 Acres in the Navy Wells #23 Project within the Environmentally Endangered Lands Program Acquisition Site with Miami-Dade County as Purchaser and Fleet Finance & Mortgage, Inc., a Florida Corporation, as Seller

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**Recommendation**

The attached Contract for Sale and Purchase of approximately 0.28 acres of real property located in the Navy Wells #23 Project for the Environmentally Endangered Lands (EEL) Program is recommended for approval.

**Scope**

The EEL Program is countywide in nature. This acquisition is located in Commission District 9. To date, the County, in partnership with the South Florida Water Management District, the State of Florida, and other funding partners, have acquired approximately 18,190 acres of land throughout Miami-Dade County since inception of the EEL Program.

**Fiscal Impact/Funding Source**

Building Better Communities General Obligation Bond (GOB) funding will be used for this purchase. In the unlikely event that GOB bond funds are not available, the EEL Acquisition Trust Fund may be used to close on the property. This is GOB Project 2.3 Site #73284.

**Track Record/Monitor**

Not Applicable

**Background**

The historic loss, fragmentation and degradation of native wetland and forest communities in Miami-Dade County are well recognized. In May of 1990, with the knowledge that remaining wetland and forest communities were endangered, the electorate of Miami-Dade County authorized the county to levy an ad valorem tax for two years to create the EEL Program and Trust Fund. The purpose of the EEL Program is to acquire, preserve, enhance, restore, conserve and maintain environmentally-endangered lands for the benefit of present and future generations.

The County Commission placed the Navy Wells #23 Project Site on the EEL Priority A Acquisition List in 1993. EEL owns approximately 19 of the 21 acres in the project. The attached Contract for Sale and Purchase is for the following:

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| TAX FOLIO NUMBER(S): | 30-7825-002-1780 and 30-7825-002-2030 |
| SELLER: | Fleet Finance & Mortgage, Inc., a Florida Corp., as Trustee |
| SIZE: | Approximately 0.28 acres (approximately 12,196 sq ft) |

| | |
|---|---|
| LOCATION: | Township 57 South, Range 38 East, Section 25 (See Attachment A) in the vicinity of SW 357 Street and 180 Avenue near Florida City |
| PURCHASE PRICE: | $84,000.00, which is equal to the tax assessed value. It has been the practice of the County Commission to purchase property based on the tax assessed value when the assessed value exceeds the appraised value. The appraised value is $42,600. |
| SALE HISTORY: | January, 2008: Quit-Claim Deed from Parkhills-Chestnutt Sound Holding Corp., as Trustee (as to Folio No. 30-7825-002-1780) and Wullffenittar Frosborg Holding Corp., Tr. (as to Folio No. 30-7825-002-2030) to Fleet Finance & Mortgage Corp, as Trustee. Amount of $100 calculated from Documentary Stamp Tax fee.<br><br>February, 2003: Tax Deed from Miami-Dade County Tax Collector to Wullffenittar Frosborg Holding Corp., Tr. for the amount of $520.65. (as to Folio No. 30-7825-002-2030)<br><br>April, 2003: Tax Deed from Miami-Dade County Tax Collector to Parkhills-Chestnutt Sound Holding Corp., as Trustee, for the amount of $793.93. (as to Folio No. 30-7825-002-1780)<br><br>The above listed owner is a Florida Corporation. |

Assistant County Manager

# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

**DATE:** June 3, 2008

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

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

**Please note any items checked.**

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(D)(1)(D)
6-3-08

RESOLUTION NO. **R-625-08**

RESOLUTION APPROVING "CONTRACT FOR SALE AND PURCHASE" OF APPROXIMATELY 0.28 ACRES IN THE NAVY WELLS #23 PROJECT WITHIN THE ENVIRONMENTALLY ENDANGERED LANDS PROGRAM ACQUISITION SITE WITH MIAMI-DADE COUNTY AS PURCHASER AND FLEET FINANCE & MORTGAGE, INC., A FLORIDA CORPORATION, AS TRUSTEE, AS SELLER; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE PROVISIONS CONTAINED THEREIN

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves a "Contract for Sale and Purchase" in the amount of $84,000.00, between Miami-Dade County as Purchaser and Fleet Finance & Mortgage, Inc., a Florida Corporation, as Seller, for purchase of property more specifically described in Exhibit A of Attachment B, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County, Florida, and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Carlos A. Gimenez**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

| | | | |
|---|---|---|---|
| Jose "Pepe" Diaz | **absent** | Audrey M. Edmonson | **absent** |
| Carlos A. Gimenez | **aye** | Sally A. Heyman | **aye** |
| Joe A. Martinez | **aye** | Dennis C. Moss | **aye** |
| Dorrin D. Rolle | **absent** | Natacha Seijas | **absent** |
| Katy Sorenson | **aye** | Rebeca Sosa | **absent** |
| Sen. Javier D. Souto | **aye** | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Robert A. Duvall

# MIAMI ROCKRIDGE PINELANDS PROJECT

## Navy Wells #23 (Fleet) Property

*Environmentally Endangered Lands Program*

Parcel Information:
Folio # 30-7825-002-1780
30-7825-002-2030

GOB Project 2.3 Site #73284

Legend
- Project Parcel
- County Owned
- South Dade Wetlands Boundary

N

P:/EEL/EEL GIS Projects/BCC maps/other than sdw/n23_fleet.apr

300 0 300 600 Feet

ATTACHMENT A

6

# ATTACHMENT B

(Form Revised 12/07)

## CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT for Sale and Purchase is entered into as of the 21 day of March, 2008, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, by and through its Environmentally Endangered Lands Program, hereinafter referred to as "Purchaser" and, FLEET FINANCE & MORTGAGE, INC., a Florida Corporation, as Trustee, hereinafter referred to as "Seller."

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

1. REALTY. Seller agrees to sell to Purchaser that certain real property comprising approximately .28 acres of real property described in Exhibit "A" attached hereto, together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, and other rights appurtenant to real property, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights benefiting the real property, if any (all of the foregoing being referred to as the "Property").

2. PURCHASE PRICE. Purchaser agrees to pay a purchase price of $84,000.00 (Eighty-Four Thousand and 00/100 DOLLARS) which after any applicable prorations and expenses incurred by Seller, will be paid at closing by Miami-Dade County check for the Property referenced in Exhibit "A" herein.

3.A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser shall, at Purchaser's cost and expense and not less than 30 days prior to closing, obtain an Environmental Status Review Letter of the Property, issued by the Miami-Dade County Department of Environmental Resources Management (DERM), to determine the existence and extent, if any, of Hazardous Materials on the Property. For the purposes of this Contract "Hazardous Materials" shall mean any hazardous or toxic substance, material, waste or debris of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined).

3.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in Paragraph 3.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Contract and neither party shall have any further obligations under this Contract. Should Purchaser elect not to terminate this Contract, Seller shall, at Seller's sole cost and expense and prior to closing, promptly and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment including without limitation, ambient air, surface water, ground water, or land including, but not limited to, the

Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 1.5% of the Purchase Price as stated in Paragraph 2, Seller may elect to terminate this Contract and neither party shall have any further obligations under this Contract. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the deed described in Paragraph 6 of this Contract and Purchaser's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, if neither party elects to terminate this Contract as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. Seller shall defend, at Seller's sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing. Nothing in this Paragraph 3.B. shall be construed to limit Seller's liability to any person or to any regulatory agencies, including the Florida Department of Environmental Protection, under any Environmental Law for Hazardous Materials located on the Property.

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

5.A. TITLE INSURANCE. Seller shall, at Seller's cost and expense and within 30 days of Purchaser's approval of this contract, obtain a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida Revisions) from a title insurance company approved by Purchaser, insuring marketable title of Purchaser to the Property in the amount of the final Purchase Price and covering the Purchaser from the day of closing through the time the final deed is recorded in the Public Records of Miami-Dade County, Florida. Purchaser shall have ten (10) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to the Seller. Both Seller and Purchaser shall require that the title

insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanic's liens. In connection herewith, Seller agrees to provide and pay the cost of recording of all affidavits and other documents as required by the title insurer.

5.B. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Contract discloses any defects in title, which are not acceptable to Purchaser, Seller shall, within 60 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. Seller shall pay all reasonable recording fees for corrective instruments required hereunder. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. Should the estimated cost to cure any title defects, including survey matters as provided in Paragraph 7, exceed a sum which is equal to 1.5% of the Purchase Price as stated in Paragraph 2, Seller may elect to terminate this Contract and neither party shall have any further obligations under this Contract. If Seller is unsuccessful in removing the title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by Purchaser, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, or (d) terminate this Contract, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of Paragraph 17 of this Contract shall apply.

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

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

8. PURCHASER REVIEW FOR CLOSING. The Purchaser will review all items required for closing under this Contract, including but not limited to closing documents, title commitment, survey and environmental site assessment and will approve or reject each item. If Purchaser rejects an item for closing which was submitted by the Seller, Seller will have 15 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or Purchaser rejects any item after delivery, the Contract shall be extended until Purchaser approves Seller's resubmitted item or until Purchaser elects to terminate this Contract.

9. EXPENSES. Seller will pay the documentary revenue stamp tax and surtax, if any, and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in Paragraph 6 of this Contract and any other recordable instruments that the Purchaser deems necessary to assure good and marketable title to the Property.

10. 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.

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

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

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

14. POSSESSION. Seller warrants and represents that there are no parties other than Seller in occupancy or possession of any part of the Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property. Seller shall deliver possession of the Property and keys to all locks, if any, to the Purchaser at closing.

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

16. ACCESS. Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

17. DEFAULT. If either Seller or Purchaser defaults under this Contract, either party may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive

the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from the default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Contract or subsequent closing, except as accurately disclosed on the disclosure statement required in Paragraph 7. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

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

20. RECORDING. This Contract or notice thereof may be recorded by Purchaser in the minutes of the Clerk of the Board of County Commissioners, Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

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

22. TIME. Time is of the essence with regard to all dates or times set forth in this Contract. Both parties mutually agree to fully and timely execute such papers as deemed necessary by Purchaser and/or Seller to complete the conveyance in accordance with the terms of this contract. All obligations are subject to Acts of God or Nature or any other occurrence that is beyond the control of Purchaser or Seller.

23. SEVERABILITY. If any of the provisions of this Contract are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Contract, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Contract shall not be affected.

24. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto. Whenever used, the singular shall include the plural and one gender shall include all genders.

25. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto. No supplement, modification or amendment to this Contract shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared without the benefit of a current survey of the Property. The parties agree that if, in the opinion of the Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Purchaser or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Contract shall be revised by or at the direction of the Purchaser and shall be subject to the final approval of the Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Contract. In such event, the

Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

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

27. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"), as well as public hearing approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable, and provided no motion to reconsider such approval is made at the next regularly scheduled meeting of said Board. If a motion to reconsider approval hereof is made within such time, then the Effective Date hereof shall be the date of the next regularly scheduled meeting of the Board, at which next regularly scheduled meeting, provided a motion to reconsider has been filed, the Board shall reconsider its prior approval hereof; provided further, however, that such initial Board approval or subsequent reconsideration and approval ratification shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of the override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. If not vetoed, the contract shall become effective in accordance with Resolution No. R-377-04. The date of such approval of the Contract by Purchaser, as set forth above is the Effective Date of this Contract .

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

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

as to Purchaser: Director
Environmentally Endangered Lands Program
Miami-Dade County
701 NW 1st Court, 6th Floor
Miami, FL 33136

as to Seller: Fleet Finance & Mortgage, Inc.
P.O. Box 6055
Surfside, FL 33154

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

31. 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.

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

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

**SELLER:**

FLEET FINANCE & MORTGAGE, INC.,
a Florida Corporation, as Trustee

by: S. Robert Sonson
S. Robert Sonson, President

Date: March 21, 2008

Megan Gooch
Witness
Print Megan Gooch

Charlene Bannister
Witness
Print CHARLENE BANNISTER

STATE OF Texas

COUNTY OF Williamson

I HEREBY CERTIFY, that on this 21 day of March, 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared S. Robert Sonson, President of FLEET FINANCE & MORTGAGE, INC., a Florida Corporation, as Trustee, personally known to me, or proven, by producing the following identification: Drivers License to be the person(s) 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 21 day of March, 2008

Lisa J. Bage (SEAL)
Notary Public

LISA J. BAGE
Print Name

Notary Public, State of TEXAS
My Commission expires: 4/25/2010

LISA J. BAGE
Notary Public, State of Texas
My Commission Expires
APRIL 25, 2010
NOTARY SEAL STAMP

ATTEST:

By:_____
Clerk

**PURCHASER:**

MIAMI-DADE COUNTY

By:_____
County Manager (or designee)

DATE:_____

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

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

# EXHIBIT "A"

## Legal Description

Lots 36 and 37, in Block 6, Florida City Realty Company's Subdivision, according to the Plat thereof, recorded in Plat Book 14, at Page 50, of the Public Records of Miami-Dade County, Florida.

*Tax Folio No. 30-7825-002-1780*

AND

Lots 16 and 17, in Block 7, Florida City Realty Company's Subdivision, according to the Plat thereof, recorded in Plat Book 14, at Page 50, of the Public Records of Miami-Dade County, Florida.

*Tax Folio No. 30-7825-002-2030*

ADDENDUM
DISCLOSURE STATEMENT/BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(Individual)

Before me, the undersigned authority, personally appeared S. Robert Sonson, President of FLEET FINANCE & MORTGAGE, INC., a Florida Corporation, as Trustee ("Seller(s)/Affiant(s)") this _____ day of March, 2008, who first being duly sworn, deposes and says:

1. That Seller(s)/Affiant(s) whose address is P.O. Box 6055, Surfside, Florida, 33154, is/are the record owner(s) of the real property described in Exhibit "A" attached hereto ("Property") and is selling this Property to MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("County").

2. That to the best of the Seller(s)/Affiant(s) knowledge, all persons having a financial interest in this real estate transaction, who have received or who are to receive real estate commissions, attorney's or consultant's fees or any other costs or benefits incident to the sale of the Property and the reasons for the payments are:

| Name | Address | Reason for Payment | Amount |
|---|---|---|---|

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

| Name and Address of Parties Involved | Date | Type of Transaction | Amount of Transaction |
|---|---|---|---|
| None | | | |

AND FURTHER AFFIANT SAYETH NOT.

FLEET FINANCE & MORTGAGE, INC.,
a Florida Corporation, as Trustee

by: S. Robert Sonson
S. Robert Sonson, President

State of Texas

County of Williamson

I HEREBY CERTIFY, That on this 21 day of March, 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared S. Robert Sonson, President of Fleet Finance & Mortgage, Inc., a Florida Corporation, as Trustee, to me well known or to be proven by producing the following identification: Drivers License to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

Lisa J. Bage
Notary Signature

Notary/Stamp Seal:
Printed Name: LISA J. BAGE

LISA J. BAGE
Notary Public, State of Texas
My Commission Expires
APRIL 25, 2010