OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: January 21, 2010

Agenda Item No. 8(P)(1)(G)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-44-10

Subject: Resolution Authorizing the County Mayor or County Mayor's Designee to Accept a Pre-Suit Negotiations Settlement in the Amount of $93,300.00 with Andmar Enterprises, Inc. for the Acquisition of the Property known as Parcel 32, located at 3148 SW 27th Avenue, for Right-of-Way Needed for the People's Transportation Plan (PTP) Project Entitled Roadway Expansion and Improvements to SW 27th Avenue, from US Highway 1 to South Bayshore Drive and Authorizing the Use of Charter County Transit System Surtax Funds

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Recommendation

It is recommended that the Board of County Commissioners (BCC) authorize the County Mayor or County Mayor's Designee to accept a pre-suit negotiations settlement in the amount of $93,300.00 with Andmar Enterprises, Inc. for the acquisition of property known as parcel 32, located at 3148 SW 27 Avenue, as part of the SW 27th Avenue Project from US Highway 1 to South Bayshore Drive, under the terms and conditions stipulated in the Contract for Sale and Purchase which is attached hereto.

Proceeds from the Charter County Transit System Sales Surtax (the surtax) will be used to fund this project; therefore, approval by the Board of County Commissioners (BCC) and Citizens' Independent Transportation Trust (CITT) is required.

Scope

The property to be acquired is located within Commission District 7 and the City of Miami; however, this project will be of benefit Countywide.

Fiscal Impact/Funding Source

Funding for the right-of-way acquisition and construction of this project will be provided by the Charter County Transit Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County. This project was specifically listed in the People's Transportation Plan (PTP) as one of the Board requested improvement projects for Commission District 7.

Track Record/Monitor

Not Applicable.

Background

This resolution is for the approval of the acquisition of Parcel 32, which is required for the Public Works Department's (PWD) programmed improvements along SW 27th Avenue, between US1 and South Bayshore Drive. This project consists of the reconstruction and widening of an existing two (2) lane undivided roadway to a three (3) lane roadway including a traffic circle, raised landscaped medians, left turn lanes, bicycle lanes, on-street parking, sidewalks, curbs & gutter, continuous storm drainage system, signalization, pavement markings & signing, and decorative roadway lighting. The area to be acquired by PWD for the improved street improvements is legally described in Exhibit "A" and illustrated in the parcel location map in Exhibit "B," attached. These improvements will increase vehicular capacity, improve traffic mobility, provide ADA compliance and multiple modes of transportation, and serve as a beautification for the entrance corridor to Coconut Grove.

The subject property was appraised on February 18, 2009 which established the value at $68,800.00. Therefore, an offer was made to the owners at the appraised value pursuant to previously adopted Resolution No. R-1208-08 and a counteroffer was received of $115,320.75. The owner has agreed to settle this case in the amount of $93,300.00, including compensation for the property acquired, plus all attorneys' fees, expert fees, and administrative costs. This pre-suit negotiations settlement is recommended and is in the best interest of the County, considering the statutory requirement that the County must pay for the owner's attorneys' fees, expert fees, and costs, and additionally, the saving of time and expense of eminent domain proceedings. It is hereby requested that the Contract for Sale and Purchase shown as Exhibit "C" in the amount of $93,300, be approved.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: January 21, 2010

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

SUBJECT: Agenda Item No. 8(P)(1)(G)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager'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(P)(1)(G)
1-21-10

RESOLUTION NO. **R-44-10**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ACCEPT A PRE-SUIT NEGOTIATIONS SETTLEMENT IN THE AMOUNT OF $93,300.00 WITH ANDMAR ENTERPRISES, INC. FOR THE ACQUISITION OF PARCEL 32, A PROPERTY LOCATED AT 3148 SW 27TH AVENUE FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED AS ROADWAY EXPANSION AND IMPROVEMENTS TO SW 27TH AVENUE FROM US HIGHWAY 1 TO SOUTH BAYSHORE DRIVE AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Manager's memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies and adopts those matters set forth in the foregoing recitals and authorizes and directs the County Mayor, or County Mayor's designee, to execute the contract for sale and purchase attached hereto and to perform all acts necessary to carry out the terms of the contract, in order to acquire the property needed for the project known as Roadway Expansion and Improvements to SW 27 Avenue from US Highway 1 to South Bayshore Drive, and authorizes the use of Charter County Surtax Funds in connection with such purchase; and pursuant to Resolution No. R-974-09 (a) directing the County Mayor or County Mayor's designee to record the instruments of conveyances accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of instrument to the Clerk of the Board within thirty (30) days of

execution of said instruments; and (b) direct the Clerk of the Board to attach and permanently store a recorded copy of each of said instruments together with this resolution.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	**aye**		
Jose "Pepe" Diaz, Vice-Chairman	**aye**		
Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of January, 2010. This resolution shall become effective as follows: (1) 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, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

Miami-Dade County
Public Works Dept.

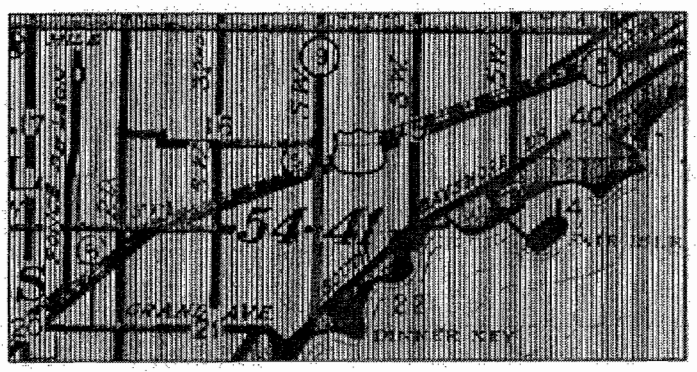
EXHIBIT "A"
SW 27 AVENUE
(FEE SIMPLE)

Parcel No.32: The East 20 feet of Lot 7 of CORNELIA M. DAY'S SUBDIVISION, according to the plat thereof recorded in Plat Book 3, Page 16 of the Public Records of Miami-Dade County, Florida, LESS the East 15 feet thereof, previously conveyed to the Public by Deed of Dedication dated May 12, 1925 recorded in Deed Book 722 at Page 37 of the Public Records of Miami-Dade County, Florida.

Approved as description
Date 1/28/09.
A.D.S.

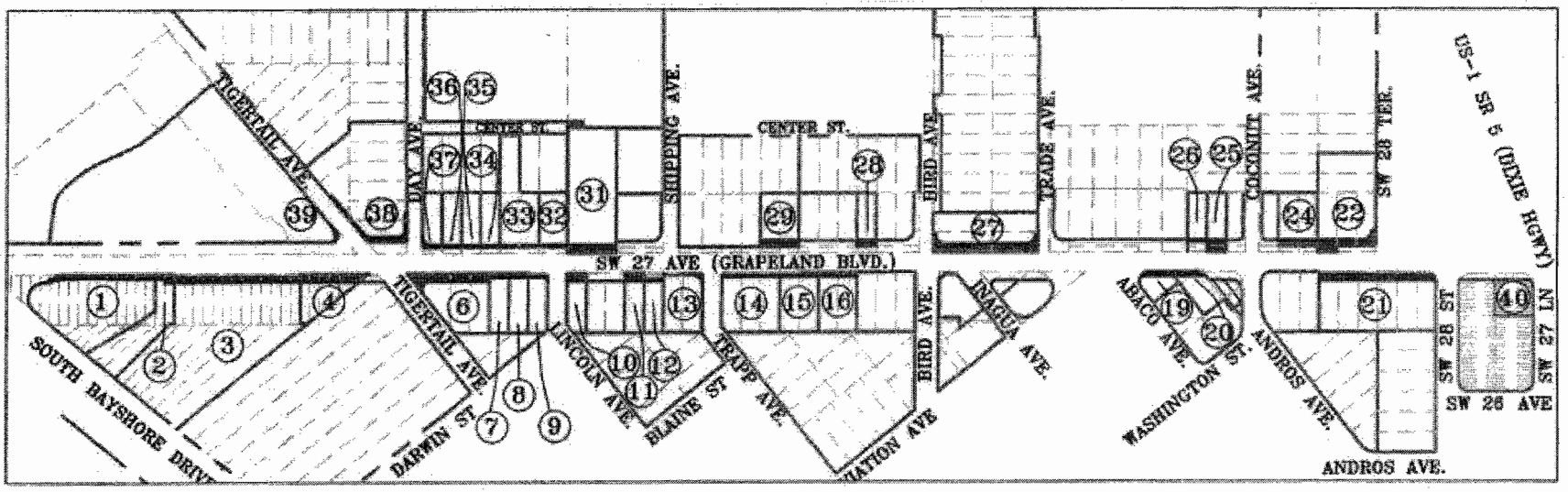
EXHIBIT "B"

SEC 15,16,21&22
TWP 54 S
RGE 41 E



LOCATION MAP

Not to Scale



R/W to be acquired by the County

MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
RIGHT OF WAY ENGINEERING SECTION

SW 27 Avenue
SR 5 (US-1) to S. BAYSHORE DRIVE

MIAMI-DADE

SCALE 1" = 400'
PROJECT 20040337
PREPARED BY: CDS
DATED: 08-29-05

Exhibit "C"

CONTRACT FOR SALE AND PURCHASE

NW 27 Avenue Project (Parcel 32)
Folio No. 01-4121-025-0060

This **Contract for Sale and Purchase** is entered into as of the 21 day of Oct 2009 by and between **MIAMI-DADE COUNTY,** a political subdivision of the State of Florida, whose post office address is 111 N.W. 1st Street, Suite 1610, Miami, Florida 33128-1970, hereinafter referred to as "Buyer" and Andmar Enterprises, Inc., **a Florida corporation,** hereinafter referred to as "Seller" whose Post Office Address is 1450 Madruga Avenue, Coral Gables, Florida 33146.

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

1. REALTY. Seller agrees to sell to Buyer that certain real property comprising approximately 0.008 acres or 364 sq. ft., of real property and more specifically described and shown in **Exhibit "A", and Exhibit "B",** 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. Buyer agrees to pay an all inclusive purchase price of **$93,300.00 (Ninety-Three Thousand and Three Hundred Dollars)**, exclusive of all previously dedicated rights of way, if any. This $93,300.00 includes the real estate in fee simple described and shown in Exhibit "A" and "B" attached, all attorney's fees and costs, all expert fees and costs, all site improvements, and any and all cost(s) to cure. The said price will be paid at closing by Miami-Dade County check for the Property referenced in" Exhibit A and Exhibit B" herein.

(a) The Seller agrees to be responsible for paying any valid claim of any party with any ownership or occupancy interest in the property from the real estate purchase funds sent forth in Paragraph 2 of this Contract.

3. INTEREST CONVEYED. Seller is the recorded owner of the fee simple title to the subject Property, and agrees to convey good, marketable and insurable title by Warranty Deed. Owner represents and warrants that the following individuals or entities with ownership or occupancy interests in the property, have disclaimed such interests as set forth in composite Exhibit "C", attached.

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes, if any, in escrow with the Miami-Dade County Tax Collector.

5. **TITLE INSURANCE.** Buyer shall, at Buyer's own cost and expense and within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida in the amount of the purchase price. Said policy shall show a good, marketable and insurable title to the Property in the Seller's name. In addition, the policy shall insure title to the Property for the period between closing and recording of the warranty deed. In connection herewith, Buyer agrees to provide and pay the cost of recording of all affidavits and other documents as required by the title insurer. Buyer shall have ten (10) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to the Seller. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects, including the institution of necessary lawsuits. If Seller is unable, after reasonable diligence to make the title good, marketable and insurable and acceptable to Buyer, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except the Buyer may waive any defects and proceed with closing at Buyer's option.

6. **ENVIRONMENTAL CONDITIONS.** Buyer shall, at its own cost and expense and at least 30 days prior to the date of closing, obtain a "Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM), and contact any test required or recommended by DERM 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. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Property, the Buyer may elect to terminate this Contract and both Buyer and Seller shall be released from all further obligations hereunder.

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

See Attached DISCLAIMERS OF INTEREST

8. **LIENS.** Certified municipal and county liens, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

9. CLOSING. The closing of this transaction shall be completed within 180 days of the execution of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date and time shall be set mutually by both Buyer and Seller.

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

11. BROKER FEES. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate fee or commission claimed due pursuant to this transaction or subsequent closing.

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

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

14. POSSESSION. Seller shall deliver possession of the Property to the Buyer at closing.

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

16. 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.

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

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

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

20. 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.

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

22. 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.

23. EFFECTIVENESS. The effectiveness of this Contract is contingent upon a public hearing approval pursuant to Section 33-303 of the Code of Miami-Dade County, if required, and approval by the Florida Department of Transportation or the Federal Transit Agency, if required. Further, it shall be understood that since proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for all or some part of the cost of this project, no approval of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until the following have occurred: 1) The County Commission approves this contract, and such approval becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and 2) either i) the Citizens' Independent Transportation trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its approval by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. The date of such approval of the Contract by Buyer as set forth above is the Effective Date of this Contract. Buyer agrees to promptly deliver the Seller an executed Contract within ten (10) days of the Effective Date

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

as to Buyer: John M. White
Miami-Dade County
Public Works Department
111 N.W. 1 Street, Ste 1610
Miami, FL 33128

as to Seller: Peter D. Waldman, Esq.
Lukacs & Lukacs, P.A.
1825 Coral Way, MS 5461-18
Miami, FL 33145

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

BUYER:

ATTEST:

MIAMI-DADE COUNTY

By:_____
Clerk

By:_____
County Manager

DATE:_____

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

The foregoing was accepted and approved on the _____day of_____, 200__ , by Resolution No._____of the Board of County Commissioners of Dade County, Florida.

SELLER:
Andmar Enterprises, Inc.,
a Florida corporation

Signed, sealed and delivered in the presence of:

Witness: _____

Witness Print Name: Liliana Fauez

_____
By: Andrew L. Herskowitz, President

Date: 10/21/09

Witness: Linette Gonzalez

Witness Print Name: Linette Gonzalez

Witness: _____

Witness Print Name: Liliana Fauez

Marla Trugerman
By: MARLA TRUGERMAN
vice-president

Date: 10/21/09

Witness: Linette Gonzalez

Witness Print Name: Linette Gonzalez

Corporate Seal

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 21 day of OCTOBER, A.D. 2009, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Andrew L. Herskowitz** and MARLA Ingerman personally known to me or proven, by producing the following identification: _____ to be the President and Vice President of Andmar Enterprises, Inc., **a Florida corporation,** a corporation under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officer(s) severally acknowledged before me that *(he/she/they)* executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

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

NOTARY PUBLIC STATE OF FLORIDA
MARIA C. FERNANDEZ
MY COMMISSION # DD 556135
EXPIRES: July 30, 2010
1-800-3-NOTARY FL Notary Discount Assoc. Co.

NOTARY SEAL/STAMP

_____
Notary Signature

_____
Printed Notary Name

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

NW 27 Avenue Project (Parcel 32)
Folio No. 01-4121-025-0060

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, Andrew L. Herskowitz, ("Affiant(s)") this 21 day of OCTOBER, 2009, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

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

2) **Andmar Enterprises, Inc.**, whose address is 1450 Madruga Avenue, Suite 209, Coral Gables, FL 33146, is the record owner of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property"). As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statues) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

Name	Address	% Interest
Andrew Herskowitz	1450 Madruga Ave #209 C.G.	50%
Marca Trugerman	1450 Madruga Ave #209 C.G.	50%
	FL. 33146	

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

FURTHER AFFIANT(S) SAYETH NOT. **AFFIANTS:**

By: Andrew L. Herskowitz, President

Maria Trugerman
By: MARCA TRUGERMAN

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 21 day of October, A.D. 2009, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Andrew L. Herskowitz** and MARCA TRUGERMAN, personally known to me or proven, by producing the following identification: _____ to be the President and Vice president of **Andmar Enterprises, Inc.**, a corporation under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officer(s) severally acknowledged before me that (*he/she/they*) executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

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

MARIA C. FERNANDEZ
MY COMMISSION # DD 656195
EXPIRES: July 30, 2010
1-800-3-NOTARY FL Notary Discount Assoc. Co.

NOTARY SEAL/STAMP

Notary Signature

Printed Notary Name

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

Miami-Dade County
Public Works Dept.

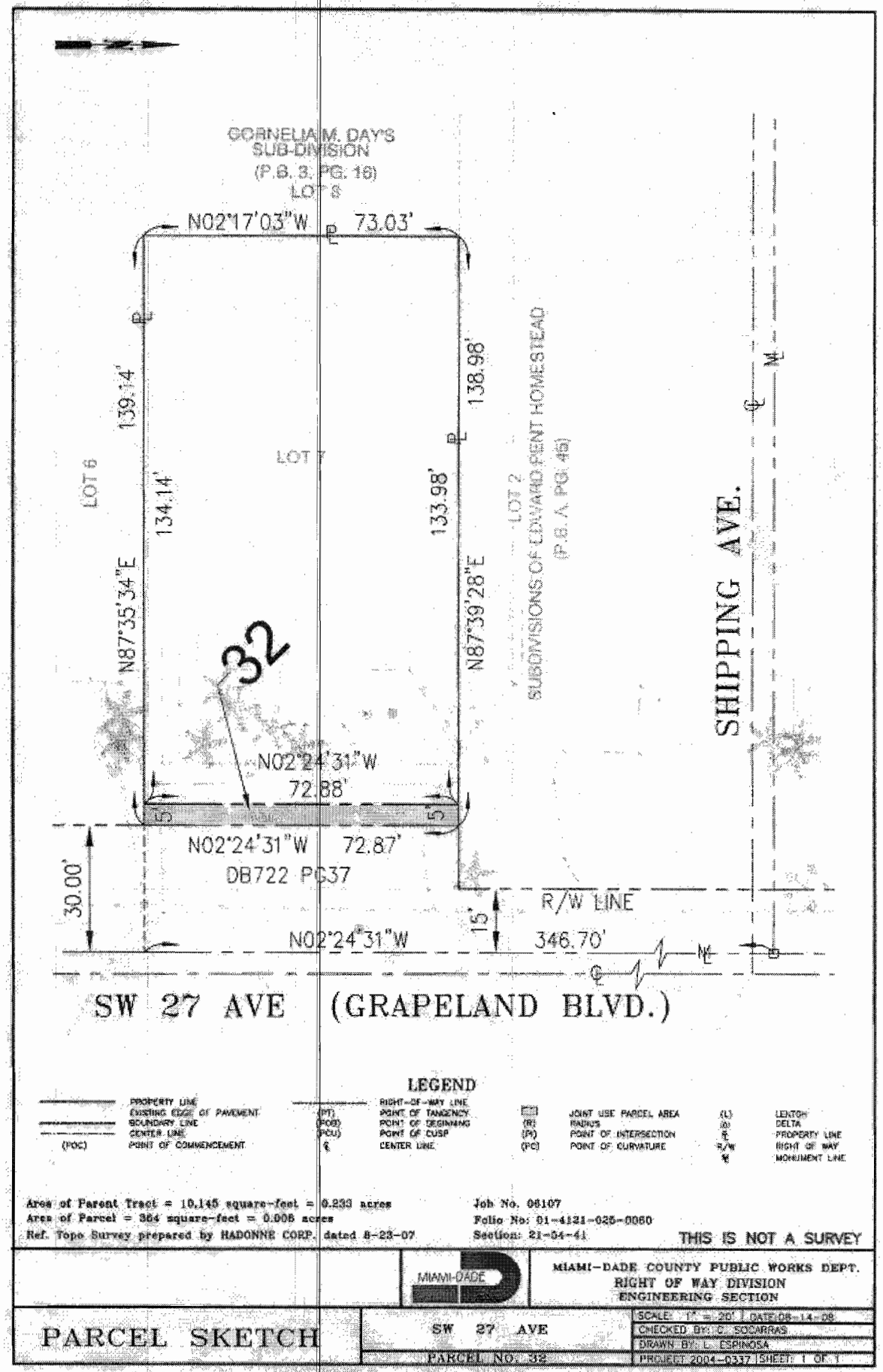
EXHIBIT "A"
SW 27 AVENUE
(FEE SIMPLE)

Parcel No.32: The East 20 feet of Lot 7 of CORNELIA M. DAY'S SUBDIVISION, according to the plat thereof recorded in Plat Book 3, Page 16 of the Public Records of Miami-Dade County, Florida, LESS the East 15 feet thereof, previously conveyed to the Public by Deed of Dedication dated May 12, 1925 recorded in Deed Book 722 at Page 37 of the Public Records of Miami-Dade County, Florida.

Approved as description
Date 4/28/09.
C.D.S

16

Exhibit "B"



LEGEND

PROPERTY LINE		RIGHT-OF-WAY LINE		JOINT USE PARCEL AREA	(L)	LENGTH
EXISTING EDGE OF PAVEMENT	(PT)	POINT OF TANGENCY	(R)	RADIUS	(Δ)	DELTA
BOUNDARY LINE	(POB)	POINT OF BEGINNING	(PI)	POINT OF INTERSECTION	℄	PROPERTY LINE
CENTER LINE	(POU)	POINT OF CUSP	(PC)	POINT OF CURVATURE	R/W	RIGHT OF WAY
(POC) POINT OF COMMENCEMENT	℄	CENTER LINE			ℳ	MONUMENT LINE

Area of Parent Tract = 10,145 square-feet = 0.233 acres
Area of Parcel = 364 square-feet = 0.008 acres
Ref. Topo Survey prepared by HADONNE CORP. dated 8-23-07

Job No. 06107
Folio No: 01-4121-025-0060
Section: 21-04-41

THIS IS NOT A SURVEY

MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
ENGINEERING SECTION

PARCEL SKETCH

SW 27 AVE
PARCEL NO. 32

SCALE: 1" = 20' | DATE: 08-14-08
CHECKED BY: C. SOCARRAS
DRAWN BY: L. ESPINOSA
PROJECT 2004-0337 | SHEET: 1 OF 1

Property Owned By: Andmar Enterprises, Inc
Property Address: 3148 SW 27 Ave., Miami, FL 33133
Folio No.: 01-4121-025-0060

Project No. 2004-0337
SW 27th Avenue (between U.S. 1 and S. Bayshore Dr.)
Parcel No.: 32

DISCLAIMER OF INTEREST OF L. REYNOLDS **AS TO PARCEL NO. 32**

L. REYNOLDS, named as a possible occupant as to Parcel No. 32 in this cause, hereby disclaims any right, title, interest, claim, and/or demand in and to the property described as Parcel No. 32 in this cause and as to the compensation to be paid therefore for the acquisition of said parcel and hereby requests to be dismissed from this cause.

DATED this 21st day of September, 2009.

Signature of Tenant

Print Tenant Name: L. REYNOLDS

3148 SW 27 Ave., Unit No. 2
Miami, Florida 33133

WITNESS: _____

Property Owned By: Andmar Enterprises, Inc
Property Address: 3148 SW 27 Ave., Miami, FL 33133
Folio No.: 01-4121-025-0060

Project No. 2004-0337
SW 27th Avenue (between U.S. 1 and S. Bayshore Dr.)
Parcel No.: 32

DISCLAIMER OF INTEREST OF MARTINEZ **AS TO PARCEL NO. 32**

D. MARTINEZ, named as a possible occupant as to Parcel No. 32 in this cause, hereby disclaims any right, title, interest, claim, and/or demand in and to the property described as Parcel No. 32 in this cause and as to the compensation to be paid therefore for the acquisition of said parcel and hereby requests to be dismissed from this cause.

DATED this 16 day of September, 2009.

Signature of Tenant

Print Tenant Name: D. MARTINEZ

3148 SW 27 Ave., Unit No. 1
Miami, Florida 33133

WITNESS:

Property Owned By: Andmar Enterprises, Inc
Property Address: 3148 SW 27 Ave., Miami, FL 33133
Folio No.: 01-4121-025-0060

Project No. 2004-0337
SW 27th Avenue (between U.S. 1 and S. Bayshore Dr.)
Parcel No.: 32

DISCLAIMER OF INTEREST OF R. ACOSTA **AS TO PARCEL NO. 32**

RUTH ACOSTA, named as a possible occupant as to Parcel No. 32 in this cause, hereby disclaims any right, title, interest, claim, and/or demand in and to the property described as Parcel No. 32 in this cause and as to the compensation to be paid therefore for the acquisition of said parcel and hereby requests to be dismissed from this cause.

DATED this 20th day of September, 2009.

Ruth Acosta
Signature of Tenant

Print Tenant Name: RUTH ACOSTA

3148 SW 27 Ave., Unit No. 3
Miami, Florida 33133

WITNESS: _____

Property Owned By: Andmar Enterprises, Inc
Property Address: 3148 SW 27 Ave., Miami, FL 33133
Folio No.: 01-4121-025-0060

Project No. 2004-0337
SW 27th Avenue (between U.S. 1 and S. Bayshore Dr.)
Parcel No.: 32

DISCLAIMER OF INTEREST OF FRONTADO **AS TO PARCEL NO. 32**

M. FRONTADO, named as a possible occupant as to Parcel No. 32 in this cause, hereby disclaims any right, title, interest, claim, and/or demand in and to the property described as Parcel No. 32 in this cause and as to the compensation to be paid therefore for the acquisition of said parcel and hereby requests to be dismissed from this cause.

DATED this 18 day of September, 2009.

Signature of Tenant

Print Tenant Name: M. FRONTADO

3148 SW 27 Ave., Unit No. 4
Miami, Florida 33133

WITNESS:

Property Owned By: Andmar Enterprises, Inc
Property Address: 3148 SW 27 Ave., Miami, FL 33133
Folio No.: 01-4121-025-0060

Project No. 2004-0337
SW 27th Avenue (between U.S. 1 and S. Bayshore Dr.)
Parcel No.: 32

DISCLAIMER OF INTEREST OF RICHARD QUINN **AS TO PARCEL NO. 32**

RICHARD QUINN, named as a possible occupant as to Parcel No. 32 in this cause, hereby disclaims any right, title, interest, claim, and/or demand in and to the property described as Parcel No. 32 in this cause and as to the compensation to be paid therefore for the acquisition of said parcel and hereby requests to be dismissed from this cause.

DATED this 16 day of September, 2009.

Richard Quinn
Signature of Tenant

Print Tenant Name: RICHARD QUINN

3148 SW 27 Ave., Unit No. 5
Miami, Florida 33133

WITNESS: _____

Property Owned By: Andmar Enterprises, Inc
Property Address: 3148 SW 27 Ave., Miami, FL 33133
Folio No.: 01-4121-025-0060

Project No. 2004-0337
SW 27th Avenue (between U.S. 1 and S. Bayshore Dr.)
Parcel No.: 32

DISCLAIMER OF INTEREST OF IGLESIAS **AS TO PARCEL NO. 32**

J. IGLESIAS, named as a possible occupant as to Parcel No. 32 in this cause, hereby disclaims any right, title, interest, claim, and/or demand in and to the property described as Parcel No. 32 in this cause and as to the compensation to be paid therefore for the acquisition of said parcel and hereby requests to be dismissed from this cause.

DATED this 18 day of September, 2009.

Signature of Tenant

Print Tenant Name: J. IGLESIAS

3148 SW 27 Ave., Unit No: 6
Miami, Florida 33133

WITNESS: _____

Project No. 2004-0337
SW 27th Avenue (between U.S. 1 and S. Bayshore Dr.)
Parcel No.: 32

_____ AS TO PARCEL NO. 32

J. SANTIAGO, named as a possible occupant as to Parcel No. 32 in this cause, hereby disclaims any right, title, interest, claim, and/or demand in and to the property described as Parcel No. 32 in this cause and as to the compensation to be paid therefore for the acquisition of said parcel and hereby requests to be dismissed from this cause.

DATED this 17 day of [illegible]

Signature of Tenant

Print Tenant Name: J. SANTIAGO

3148 SW 27 Ave., Unit No. 7
Miami, Florida [illegible]

WITNESS: _____

Property Owned By: Andmar Enterprises, Inc
Property Address: 3148 SW 27 Ave., Miami, FL 33133
Folio No.: 01-4121-025-0060

Project No. 2004-0337
SW 27th Avenue (between U.S. 1 and S. Bayshore Dr.)
Parcel No.: 32

DISCLAIMER OF INTEREST OF A. LANG **AS TO PARCEL NO. 32**

ARLENE LANG, named as a possible occupant as to Parcel No. 32 in this cause, hereby disclaims any right, title, interest, claim, and/or demand in and to the property described as Parcel No. 32 in this cause and as to the compensation to be paid therefore for the acquisition of said parcel and hereby requests to be dismissed from this cause.

DATED this 19 day of September, 2008.

Signature of Tenant

Print Tenant Name: ARLENE LANG

3148 SW 27 Ave., Unit No. 8
Miami, Florida 33133

WITNESS:

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OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: November 20, 2008

Agenda Item No. 8(P)(1)(CC)

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

From: George M. Burgess
County Manager

Resolution No. R-1208-08

Subject: Resolution Authorizing the Acquisition of the Designated Property Known as Parcel 32 for Right-of-Way Needed for the People's Transportation Plan (PTP) Project Entitled Roadway Expansion, Beautification and Improvements to SW 27 Avenue, from US 1 to South Bayshore Drive, to be a Public Necessity

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution declaring the acquisition of Parcel 32 for right-of-way needed for roadway expansion, beautification, and improvements along SW 27 Avenue, from US 1 to South Bayshore Drive, to be a public necessity and authorizing the County Mayor and the County Attorney to employ appraisers, expert witnesses, obtain required environmental audits, and to take any and all appropriate actions to acquire the subject property in fee simple by donation, purchase, or by eminent domain proceedings, including a declaration of taking as necessary for and on behalf of Miami-Dade County.

Scope

The impact of this project will be Countywide; however, the property to be acquired is located within Commission District 7 and the City of Miami.

Fiscal Impact/Funding Source

Funding for the right-of-way acquisition and construction of this project will be provided by the Charter County Transit Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County. This project was specifically listed in the People's Transportation Plan (PTP) as one of the Board requested improvement projects for Commission District 7.

Track Record/Monitor

Not Applicable

Background

This resolution is for the acquisition of Parcel 32 of thirty-five (35) separate parcels needed by the Public Works Department (PWD) for programmed improvements along SW 27 Avenue, between US 1 and South Bayshore Drive. This project consists of the reconstruction and widening of an existing two (2) lane undivided roadway to a three (3) lane roadway including a traffic circle, raised landscaped medians, left turn lanes, bicycle lanes, on-street parking, sidewalks, curb & gutters, continuous storm drainage system, signalization, pavement markings & signing, and decorative roadway lighting. The area to be acquired by PWD for the street improvements is legally described in Exhibit "A" and illustrated in the parcel location map in Exhibit "B," attached. These improvements will increase vehicular capacity, improve traffic mobility, provide ADA compliance and multiple modes of transportation, as well as serve as a beautification entrance corridor to Coconut Grove.

Assistant County Manager

X 26

MEMORANDUM

(Revised)

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

DATE: November 20, 2008

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

SUBJECT: Agenda Item No. 8(P)(1)(CC)

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**

2 27

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(CC)
11-20-08

RESOLUTION NO. **R-1208-08**

RESOLUTION DECLARING THE ACQUISITION OF THE DESIGNATED PROPERTY KNOWN AS PARCEL THIRTY-TWO (32) NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED ROADWAY EXPANSION, BEAUTIFICATION, AND RIGHT-OF-WAY IMPROVEMENTS TO SW 27 AVENUE FROM US 1 TO SOUTH BAYSHORE DRIVE TO BE A PUBLIC NECESSITY

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 finds and declares the acquisition of Parcel 32 in fee simple as legally described in Exhibit "A" and shown on the project location map in Exhibit "B" attached hereto and made a part hereof, for the public purpose of roadway expansion, beautification, and right-of-way improvements to SW 27 Avenue from US 1 to South Bayshore Drive to be required and necessary to accomplish such improvements; and

WHEREAS, Miami-Dade County is authorized under the Constitution and Laws of Florida, including Chapters 73, 74, 125, 127 and 341, Florida Statutes, and Sections 1.01 (A) (1), (2) and (21), of the Home Rule Charter of Miami-Dade County, to acquire said property by eminent domain proceedings,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies and adopts those matters set forth in the foregoing recitals and authorizes and directs the County Mayor or his designee and the County Attorney to employ appraisers, review appraisers and expert witnesses, to obtain required environmental audits and to take any and all appropriate actions to acquire the subject property in fee simple, as legally described in Exhibit "A" attached hereto and incorporated herein by

reference, necessary and required for improvements to SW 27 Avenue from US 1 to South Bayshore Drive, by donation, purchase, or by eminent domain proceedings, including a declaration of taking, as necessary.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** 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	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of November, 2008. This resolution shall become effective as follows: (1) 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, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the commission's membership and such reaffirmation becomes final.

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.

Thomas Goldstein

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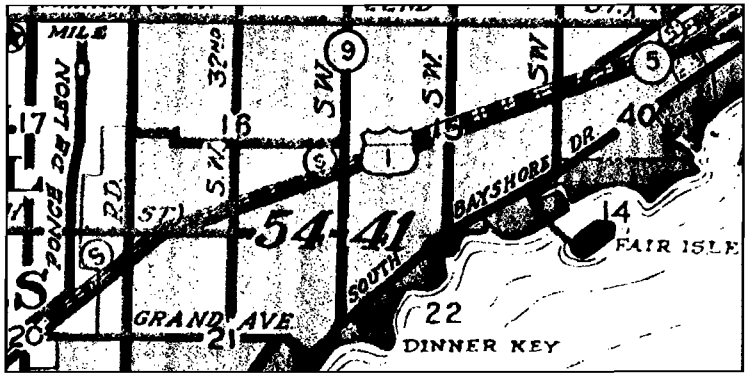
Miami-Dade County
Public Works Dept.

EXHIBIT "A"
SW 27 AVENUE
(FEE SIMPLE)

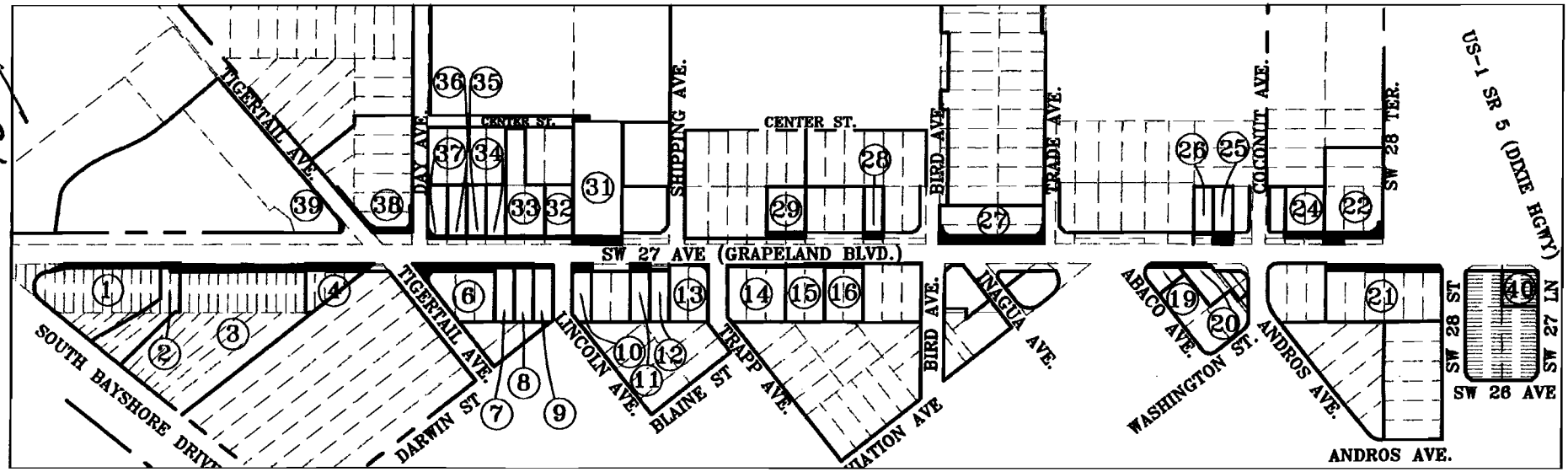
Parcel No.32: The East 20 feet of Lot 7 of CORNELIA M. DAY'S SUBDIVISION, according to the plat thereof recorded in Plat Book 3, Page 16 of the Public Records of Miami-Dade County, Florida, LESS the East 15 feet thereof, previously conveyed to the Public by Deed of Dedication dated May 12, 1925 recorded in Deed Book 722 at Page 37 of the Public Records of Miami-Dade County, Florida.

5 30

SEC 15,16,21&22
TWP 54 S
RGE 41 E



LOCATION MAP Not to Scale



R/W to be acquired by the County

EXHIBIT "B"

MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
RIGHT OF WAY ENGINEERING SECTION

SW 27 Avenue
SR 5 (US-1) to S. BAYSHORE DRIVE

MIAMI-DADE

SCALE 1" = 400'
PROJECT 20040337
PREPARED BY: CDS
DATED: 08-29-05