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

Memorandum

MIAMI-DADE COUNTY

Date: March 1, 2011

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

Resolution Number: R-156-11

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Approving the Contract for Sale and Purchase of Designated Property Known as Parcel 6 for the People's Transportation Plan (PTP) Project Entitled as Roadway Expansion and Improvements to SW 27 Avenue, from US 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 (Board) approve the contract for sale and purchase, attached hereto as Exhibit "1" and made a part hereof, to acquire in fee simple property known as Parcel 6, under the terms and conditions and for the compensation provided in said contract, for necessary right-of-way for the People's Transportation Plan (PTP) project entitled Roadway Expansion and Improvements to SW 27 Avenue, from US 1 to South Bayshore Drive.

SCOPE

The impact of this project is Countywide and is physically located within Commission District 7.

FISCAL IMPACT/FUNDING SOURCE

Funding for the right-of-way acquisition and construction of this project is funded from Charter County Transit System Surtax Bond Proceeds; therefore, approval by the Board and Citizens' Independent Transportation Trust (CITT) is required. The attached Purchase and Sale Contract is in the amount of $228,500 and includes all expert fees, costs, and attorneys' fees. This project was specifically listed in the People's Transportation Plan (PTP) as one of the Board requested improvement projects for Commission District 7; however, this project will be of benefit Countywide. Once the project is finalized, annual maintenance and operational costs of approximately $13,012 and $4,911 respectively are anticipated.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution.

BACKGROUND

The Public Works Department has programmed the construction of SW 27 Avenue, as part of the People's Transportation Plan (PTP) Project Entitled Roadway Expansion and Improvements to SW 27 Avenue from US1 to South Bayshore Drive. The proposed project includes roadway expansion, beautification, and improvements. The area to be acquired by Miami-Dade County is necessary for the proposed street improvements, and is legally described in Exhibit "A" and illustrated on the parcel location map in Exhibit "B," both attached herewith. Parcel 6 is a portion of the real property located at 2699 Tigertail Avenue.

The Board previously approved Resolution No. R-234-10 on March 2, 2010, declaring the acquisition of the subject property to be a public necessity, and authorizing the County Mayor or Mayor's Designee to take all appropriate actions to purchase this property, and to employ appraisers and expert witnesses in connection therewith.

The subject property was appraised for Miami-Dade County (County), by an independent appraiser, for a total value of $188,000, including $167,000 for land, $14,800 for site improvements and

$6,200 for the necessary alterations to the property arising from the acquisition. Thereafter, an offer was extended to the owner, The Grove Club Condominium Association, Inc., whose President is Claire Amerena. The property owner made a counteroffer to the County in the amount of $263,725, including $222,376 for the real estate; and $41,349 for expert witness fees and attorney's fees. Extensive negotiations followed, including additional hours of time expended by the owner's expert witnesses and attorneys.

It is recommended that the purchase of the subject property be approved in the amount of $228,500, as set forth in the Purchase and Sales Contract, attached as Exhibit "1," including all expert fees, costs, and attorneys' fees, and that the County Mayor be authorized to execute such Contract. The recommended settlement amount for the real estate is within the range of property values listed as comparables by the independent appraiser. In an effort to expedite the acquisition of the needed right-of-way; reach an amicable agreement with the property owners and avoid having to proceed with eminent domain proceedings and the additional costs and fees associated with litigation and trial, it is recommended that the attached contract for sale and purchase be approved.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: March 1, 2011

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

SUBJECT: Agenda Item No8(P)(1)(B)

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)(B)
3-1-11

RESOLUTION NO. R-156-11

RESOLUTION APPROVING THE CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 6 IN THE AMOUNT OF $228,500 WITH MIAMI-DADE COUNTY AS PURCHASER AND THE GROVE CLUB CONDOMINIUM ASSOCIATION, INC. AS SELLER, FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED ROADWAY EXPANSION AND IMPROVEMENTS TO SW 27 AVENUE FROM US 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 memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, this Board by Resolution No. R-234-10 authorized and directed the County Mayor or the County Mayor's designee to take any and all appropriate actions to acquire Parcel 6 in fee simple as part of the necessary right-of-way for expansion and improvements to SW 27 Avenue from US 1 to South Bayshore Drive,

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

Section 1. This Board ratifies and adopts these matters set forth in the foregoing recitals.

Section 2. This Board hereby approves the Contract for Sale and Purchase in the amount of $228,500 as shown in Exhibit "1" attached hereto and made a part hereof, between The Grove Club Condominium Association, Inc., as seller, and Miami-Dade County, as purchaser, for the

purchase of property more specifically described in Exhibit "A" and illustrated in Exhibit "B," in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida and to exercise the provisions contained therein; and authorizes the use of Charter County Transit System Surtax Funds.

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

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman **aye**
Audrey M. Edmonson, Vice Chairwoman **aye**

Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Jose "Pepe" Diaz	**aye**	Carlos A. Gimenez	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Natacha Seijas	**absent**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of March, 2011. 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

DIANE COLLINS

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

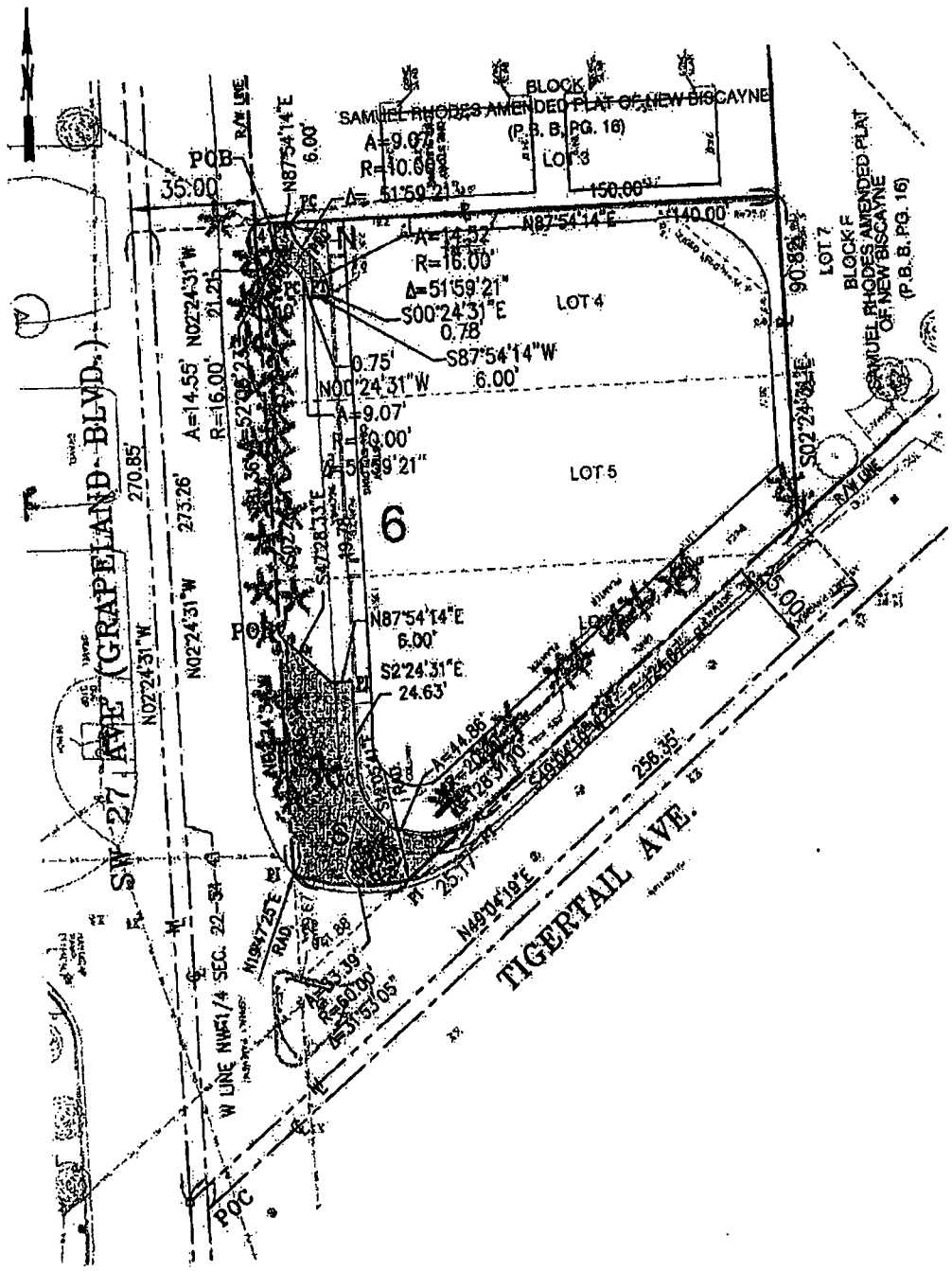
Miami-Dade County
Public Works Dept.

EXHIBIT "A"
SW 27 AVENUE
(FEE SIMPLE)

Parcel No.6: Those portions of Lots 4, 5 and 6 Block F of SAMUEL RHODES' AMENDED PLAT OF NEW BISCAYNE, according to the plat thereof recorded in Plat Book B, Page 16 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:
COMMENCE at the point of intersection of the centerline of the right of way of Tigertail Avenue with the centerline of the right of way of Grapeland Boulevard (SW 27 Ave) as shown on the plat thereof; thence run N02°24'31"W, along the centerline of Grapeland Boulevard, for a distance of 273.26 feet to a point; thence run N87°35'29"E, perpendicular to the previous course, for a distance of 30.00 feet to the Northwest corner of said Lot 4; thence run N87°54'14"E, along the North line of said Lot 4, for a distance of 4.00 feet to the **POINT OF BEGINNING**; thence continue N87°54'14"E, along the North line of said Lot 4, for a distance of 6.00 feet to the point of intersection with a line parallel and 10.00 feet East of the West line of said Lot 4 being also the point of curvature of a circular curve concave to the Northeast; thence run South and Southeasterly along the said circular curve concave to the Northeast, having a radius of 10.00 feet, through a central angle of 51°59'21", for an arc distance of 9.07 feet to the point of reverse curvature with a circular curve concave to the Southwest; thence run Southeasterly and South along the said circular curve concave to the Southwest, having a radius of 16.00 feet, through a central angle of 51°59'21", for an arc distance of 14.52 feet to the point of intersection with a line parallel and 20.00 feet East of the West line of said Lot 4; thence run S02°24'31"E, along the said parallel line, for a distance of 0.78 feet to the point of intersection with a line parallel to the North line of Lot 4; thence run S87°54'14"W, along the said parallel line, for a distance of 6.00 feet to the point of intersection with a line parallel and 14.00 feet East of the West line of said Lot 4; thence run N02°24'31"W, along the said parallel line, for a distance of 0.75 feet to the point of curvature with a circular curve concave to the Southwest; thence run North and Northwesterly along the said circular curve concave to the Southwest, having a radius of 10.00 feet, through a central angle of 51°59'21", for an arc distance of 9.07 feet to the point of reverse curvature with a circular curve concave to the Northeast; thence run Northwesterly and North along the said circular curve concave to the Northeast, having a radius of 16.00 feet, through a central angle of 52°06'23", for an arc distance of 14.55 feet to the point of intersection with the North line of said Lot 4 being also the **POINT OF BEGINNING.**

AND

Those portions of Lots 4, 5 and 6 Block F of SAMUEL RHODES' AMENDED PLAT OF NEW BISCAYNE, according to the plat thereof recorded in Plat Book B, Page 16 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:
COMMENCE at the point of intersection of the centerline of the right of way of Tigertail Avenue with the centerline of the right of way of Grapeland Boulevard (SW 27 Ave) as shown on the plat thereof; thence run N02°24'31"W, along the centerline of Grapeland Boulevard, for a distance of 273.26 feet to a point; thence run N87°35'29"E, perpendicular to the previous course, for a distance of 30.00 feet to the Northwest corner of said Lot 4; thence run S02°24'31"E, along the West line of Lot 4, for a distance of 115.00 feet to the **POINT OF BEGINNING**; thence run S47°28'33"E, for a distance of 19.78 feet to the point of intersection with a line parallel to the North line of said Lot 4; thence run N87°54'14"E, along the said parallel line, for a distance of 6.00 feet to the point of intersection with a line parallel and 20.00 feet East of the West line of said Lot 4; thence run S02°24'31"E, along the said parallel line, for a distance of 24.63 feet to the point of curvature of a circular curve concave to the Northeast; thence run Southeasterly along the said circular curve concave to the Northeast, having a radius of 20.00 feet, through a central angle of 128°31'10", for an arc distance of 44.86 feet to a point of tangency; thence run S49°04'19"W for a distance of 25.17 feet to the point of intersection with a non tangent circular curve concave to the Northeast whose radius point bears S12°05'41"E; thence run Westerly along the said circular curve concave to the Northeast, having a radius of 60.00 feet, through a central angle of 31°53'05", for an arc distance of 33.39 feet to the point of intersection with the West line of said Block F from which its radius point bears N19°47'25"E; thence run N02°24'31"W, along the West line of said Block F, for a distance of 66.36 feet to the **POINT OF BEGINNING.**



LEGEND

PROPERTY LINE		RIGHT-OF-WAY LINE		AREA TO BE ACQUIRED	(L)	LENGTH
EXISTING EDGE OF PAVEMENT	(PT)	POINT OF TANGENCY	(R)	RADIUS	(Δ)	DELTA
BOUNDARY LINE	(POB)	POINT OF BEGINNING	(PI)	POINT OF INTERSECTION	P.L.	PROPERTY LINE
CENTER LINE	(POC)	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 = 22,203 square-feet = 0.510 acres
Total Parcel's Area = 1,672 square-feet = 0.038 acres
Area of Parcel North = 146.836 square-feet = 0.003 acres
Area of Parcel South = 1,525.623 square-feet = 0.035 acres
Ref. Topo Survey prepared by HADONNE CORP. dated 5-23-07

Job No. 05107
Folio No: 01-4123-089-0001
Section: 22-54-41

THIS IS NOT A SURVEY

EXHIBIT "B"

MIAMI-DADE

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

PARCEL SKETCH

SW 27 AVE

PARCEL NO. 6

SCALE: 1" = 30' | DATE: 09-10-09
CHECKED BY: C. SOCARRAS
DRAWN BY: L. ESPINOSA
PROJECT 2004-0337 | SHEET 1 OF 1

Project Name: SW 27 Avenue Improvements
Project No: 2004-0337
Folio No.: 01-4122-029-0001

CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase, is entered into as of the 12 day of November 2010, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and successors in interest, hereinafter referred to as "Buyer", whose Post Office Address is 111 N.W. 1st Street, Suite 1610, Miami, Florida 33128-1970, and **The Grove Club Condominium Association, Inc.**, a Florida corporation hereinafter referred to as "Seller" whose Post Office Addresses is 2699 Tigertail Avenue, Miami, Florida 33133.

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, and its successors in interest, for road right-of-way improvements to S.W. 27th Avenue, from US 1 to South Bayshore Drive, that certain real property comprising **approximately 1,672 square-feet (0.038 acres)** of land described in **Exhibit "A"**, and shown in **Exhibit "B"**, together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, riparian rights and other rights appurtenant to said real property, all fill and top soil thereon, all oil, gas and mineral rights possessed by Seller, 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, and all right, title and interest of Seller in and to any and all covenants, restrictions, and agreements benefiting the real property (All of the foregoing being referred to as the "Property").

2. PURCHASE PRICE. Buyer agrees to pay an all inclusive purchase price of **$228,500.00 (Two Hundred Twenty Eight Thousand Five Hundred Dollars)**, exclusive of all previously dedicated rights-of-way, if any. This $228,500.00 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.

(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 set 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

EXHIBIT "1"

Warranty Deed.

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

5. TITLE INSURANCE. Buyer may, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida in the amount of the purchase price. Said policy shall show a good, marketable and insurable title to the Property in the Seller's name. In addition, the policy shall insure title to the Property for the period between closing and recording of the warranty deed. In connection herewith, 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 that 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 and Recommendations for a Right-of-Way Improvement Project" of the Property from the Miami-Dade County Department of Environmental Resources Management (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 debris of any kind.

If the "Letter of Current Enforcement Status and Recommendations for a Right-of-Way Improvement Project" 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 lessee(s). (Attach additional sheets as necessary)

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

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

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

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

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

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

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

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

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

as to Buyer: Armando J. Cervera or Patricia Nugent
Miami-Dade County
Public Works Department
111 N.W. 1 Street, Suite 1610
Miami, FL 33128

as to Seller: Peter D. Waldman, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Fl 33301

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

ATTEST:

By: _____
Clerk

BUYER:
MIAMI-DADE COUNTY

By: _____
County Mayor or the Mayor's designee

Approved as to form and legal sufficiency

_____
Assistant County Attorney

Date: _____

The foregoing conveyance was obtained pursuant to Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the _____ day of _____, A.D. 2010.

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

Witness

Printed Name

Witness

Printed Name

Claire Amerena
President, The Grove Club Condominium Association, Inc., a Florida corporation

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 17th day of November, A.D. 2010, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Claire Amerena**, personally known to me, or proven, by producing the following identification: _____, to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed and, to be the President of **The Grove Club Condominium Association**, Inc., a Florida corporation, and in whose name the foregoing instrument is executed and that said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation.

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

Notary Signature

Printed Notary Name

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

NOTARY SEAL/STAMP

YAMILET SUAREZ
Notary Public - State of Florida
My Comm. Expires Jul 28, 2014
Commission # EE 12874
Bonded Through National Notary Assn.

Project Name: SW 27 Avenue Improvements
Project No: 2004-0337
Folio No.: 01-4122-029-0001

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, **Claire Amerena**, ("Affiant(s)") this _____ day of _____, 2010, 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) **The Grove Club Condominium Association, Inc.**, whose Post Office Address is 2699 Tigertail Avenue, Miami, Florida 33133., 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 %
I. Edward London 1)	50 W. Maahta Dr., #2 Key Biscayne, FL 33149	
2)	736 Woodcrest Rd. Key Biscayne, FL 33149	20.65
Mark Chatburn	50 W. Maahta Dr., #2 Key Biscayne FL 33149	19.79
Kathy Suarez	2699 Tigertail Ave., #41 Miami, FL 33133	7.17
Tom & Sheila Boyce	2699 Tigertail Ave., #54 Miami, FL 33133	6.31
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This affidavit is given in compliance with the provisions of Sections 286.23, Florida Statutes.

FURTHER AFFIANTS SAYETH NOT.

AFFIANT(S):

Claire Amerena

AGENDA ITEM 5C

Memorandum

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: February 17, 2011

Re: RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS (BCC), THE APPROVAL OF A CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 6 WITH MIAMI-DADE COUNTY AS PURCHASER AND THE GROVE CLUB CONDOMINIUM ASSOCIATION, INC. AS SELLER, IN THE AMOUNT OF $228,500.00, FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE TRANSPORTATION PLAN (PTP) PROJECT ENTITLED AS ROADWAY EXPANSION AND IMPROVEMENTS TO SW 27 AVENUE FROM US 1 TO SOUTH BAYSHORE DRIVE AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS **(PWD- BCC Legislative File No. 110062)**

On February 16, 2011, the CITT voted to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 11-009. The vote was as follows:

Hon. Linda Zilber, Chairperson – Absent
Paul J. Schwiep, Esq., 1st Vice Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 2nd Vice Chairperson – Aye

Christopher Benjamin, Esq. – Absent
David Concepcion – Aye
Glenn J. Downing, CFP® – Aye
Miles E. Moss, P.E. – Aye
William Sancho – Aye
Harold Braynon, Jr. – Aye
Joseph Curbelo – Aye
Peter L. Forrest – Aye
Hon. James A. Reeder – Aye
Marilyn Smith – Absent

cc: Ysela Llort, Assistant County Manager
Bruce Libhaber, Assistant County Attorney