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

MEMORANDUM

Agenda Item No. 8(L)(2)

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

DATE: November 8, 2012

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

SUBJECT: Resolution approving the Contract for Sale and Purchase of designated property known as Parcel 5 in the amount of $47,750 for the People's Transportation Plan (PTP) Project Entitled Roadway Expansion and Improvements
Resolution No. R-914-12

The accompanying resolution was prepared by the Public Works and Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

/

Memorandum

MIAMI-DADE COUNTY

Date: November 8, 2012

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving the Contract for Sale and Purchase of Designated Property Known as Parcel 5 in the Amount of $47,750 Required for the People's Transportation Plan (PTP) Project Entitled Roadway Expansion, Beautification and Improvements to SW 176 Street, from US Highway 1 to SW 107 Avenue; Authorizing Payment of Attorney's Fees and Costs Pursuant to Chapters 73.015, 73.091 and 73.092, Florida Statutes; and Authorizing the Use of Charter County Transportation Surtax Funds

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RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution which does the following: .

- Approves 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 5, under the terms and conditions and for the compensation provided in said contract, for necessary right-of-way for the PTP project entitled Roadway Improvements to SW 176 Street, from US Highway 1 to SW 107 Avenue, and
- Authorizes the payment of reasonable attorney's fees and costs pursuant to Chapters 73.015, 73.091 and 73.092, Florida Statutes.

The BCC previously approved Resolution No. R-738-10 on July 8, 2010, declaring the acquisition of the subject property to be a public necessity, and authorized the County Mayor or Mayor's Designee and the County Attorney to take all appropriate actions to purchase this property and to employ appraisers and expert witnesses in connection therewith.

Said Resolution is placed for committee review pursuant to Miami-Dade County Code Section 29-124(f). This item may only be considered by the BCC if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the BCC prior to the date scheduled for BCC consideration, or forty-five (45) days have elapsed since the filing with the Clerk of the Board of this item. If the CITT has not forwarded a recommendation and forty-five (45) days have not elapsed since the filing of this item, I will request a withdrawal of this item.

SCOPE

The impact of this project is countywide; however, it is located within Commission District 9.

FISCAL IMPACT/FUNDING SOURCE

Funding for the right-of-way acquisition, design and construction of this project is from Charter County Transportation Surtax bond proceeds, and may be supplemented by other eligible funding sources. Funding is programmed within the adopted FY2011-12 Capital Budget with a current index code of CPEPTP609176. The initial acquisition has been budgeted and no additional fiscal impacts are expected; however, in the event of litigation the final acquisition cost would be subject to a future ruling by the Court and would require further CITT and BCC approval.

The attached Purchase and Sale Contract is in the amount of $38,000, attorneys' fees are in the amount of $5,000, and expert fees are in the amount of $4,750, for a total of $47,750. The total cost of the project (inclusive of construction, design and the right-of-way acquisition of all parcels) is estimated at $5,377,704.00. The anticipated ongoing annual maintenance and operational costs will be approximately $7,077.52 and $4,080.79, respectively.

TRACK RECORD/MONITOR
The Public Works and Waste Management Department (PWWM) is the entity overseeing this item and the person responsible is Francisco Fernandez, Chief Real Estate Officer, Land Development/Right-of-Way Section.

BACKGROUND
PWWM has programmed the construction of SW 176 Street as part of the PTP Project Entitled *Roadway Expansion, Beautification and Improvements to SW 176 Street, from US Highway 1 to SW 107 Avenue*. The proposed project consists of reconstructing the existing roadway to include a raised landscaped median, bicycle facilities, sidewalks, curb and gutters, a continuous storm drainage system, signalization, pavement markings and signage, and roadway lighting.

The area to be acquired by Miami-Dade County (County) is necessary for the proposed roadway improvements, and is legally described in "Exhibit A" and illustrated on the parcel location map in "Exhibit B", both attached herewith.

The subject property was appraised for the County by an independent appraiser on September 7, 2010 for a total value of $32,000. An offer was extended to the owner, Jorge A. Pell, for the appraised amount. The owner declined and made a counter offer of $46,335 based upon valuation by his property appraiser, David Randall, MAI. After a prolonged negotiation, and in an effort to avoid condemnation and expedite the acquisition, the parties agreed upon $38,000 subject to CITT and BCC approval. This offer is equal to $4.02 per square foot and is within the range of comparable sales of $2.67 through $4.22 per square foot, used by the County's independent appraiser.

Alina T. Hudak
County Manager/Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: November 8, 2012

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

SUBJECT: Agenda Item No. 8(L)(2)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **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(L)(2)

11-8-12

RESOLUTION NO. R-914-12

RESOLUTION APPROVING THE CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 5 IN THE AMOUNT OF $47,750 FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED ROADWAY EXPANSION AND IMPROVEMENTS TO SW 176 STREET, FROM US HIGHWAY 1 TO SW 107 AVENUE; AUTHORIZING PAYMENT OF REASONABLE ATTORNEY'S FEES AND COSTS PURSUANT TO CHAPTERS 73.091 AND 73.092, FLORIDA STATUTES; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION 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-738-10 authorized and directed the County Mayor or the County Mayor's designee and the County Attorney to take any and all appropriate actions to acquire Parcel 5 in fee simple as part of the necessary right-of-way for expansion and improvements to SW 176 Street, from US Highway 1 to SW 107 Avenue and authorized the use of Charter County Transportation Surtax Funds,

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 $38,000, including site improvements, attorney's fees in the amount of $5,000, and costs in the amount of $4,750, as shown in Exhibit "1" attached hereto and made a part hereof,

between Jorge A. Pell, 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 Transportation 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 **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Lynda Bell** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of November, 2012. 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: **Christopher Agrippa**
Deputy Clerk

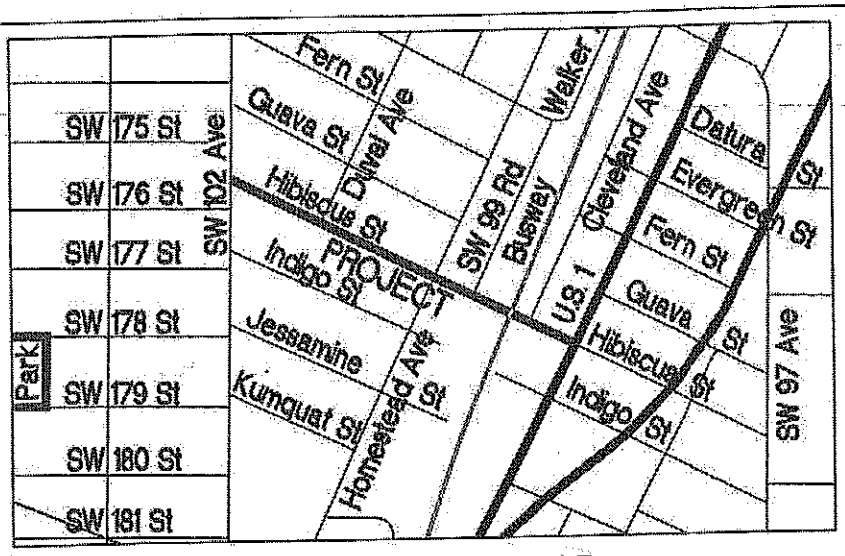
Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

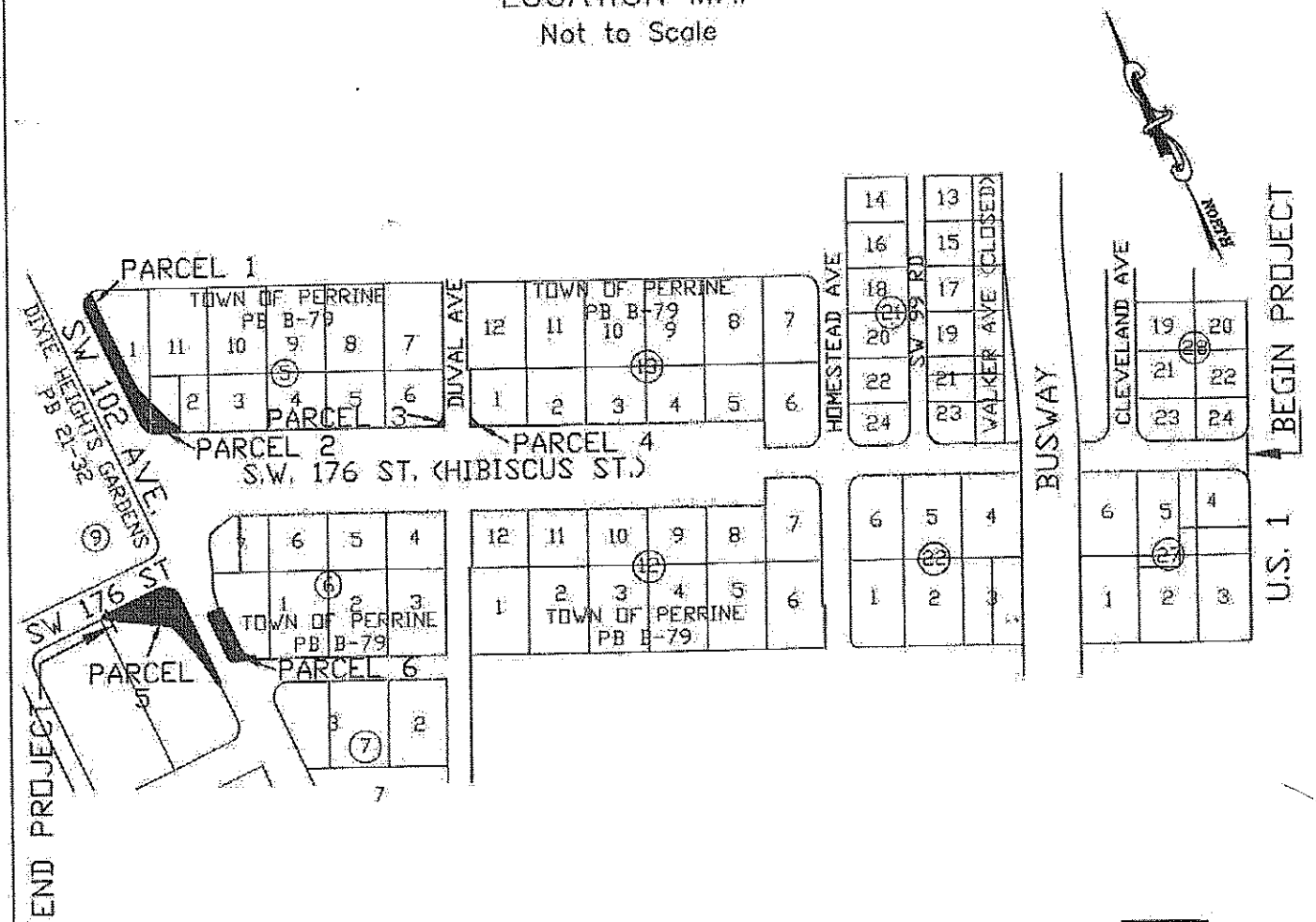
Legal Description
(Fee Simple)

Parcel 5

A portion of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 55 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows: Commence at the center of said Section 32; thence South 87°31'59" West along the North line of the Southwest 1/4 of said Section 32 for 158.81 feet; thence South 02°28'01" East for 30.00 feet to the POINT OF BEGINNING of the herein described parcel of land; thence North 87°31'59" East along a line 30.00 feet South of and parallel with the North line of the Southwest 1/4 of said Section 32 for 99.16 feet to a point of curvature of a circular curve concave to the Southwest; thence Southeasterly along said curve to the right, having a radius of 25.00 feet through central angle of 89°38'02" for 39.11 feet to a point of tangency, said point lying 35.00 feet West of, by perpendicular measure, the East line of the Southwest 1/4 of said Section 32; thence South 02°49'59" East along a line 35.00 feet West of and parallel with the East line of said Southwest 1/4 for 160.09 feet to a point lying on a non-tangent curve concave to the Southwest, the center of said curve bearing South 82°05'49" West from said point, thence Northwesterly along said curve to the left, having a radius of 473.84 feet through a central angle of 14°22'54" for 118.94 feet to a point of compound curvature of a circular curve concave to the Southwest; thence Northwesterly along said curve to the left, having a radius of 50.00 feet through a central angle of 12°38'43" for 11.04 feet; thence North 60°20'08" West for 111.47 feet to the POINT OF BEGINNING.



LOCATION MAP
Not to Scale



Dedication to be Acquired

SCALE 1" = 300'

MIAMI-DADE

PUBLIC WORKS DEPT.
RIGHT-OF-WAY ENGINEERING DIVISION
111 N.W. 1ST ST. 16TH FLR.
MIAMI, FL. 33128
PREP. BY: S. BURTON PSM
3/22/10 PROJ. NO. 20040349

NOT A SURVEY

EXHIBIT "B"

Project Name: SW 176 Street from US Highway 1 to SW 107 Avenue
Project No: 2004-0349
Parcel No: 5
Parcel Address: SWC of SW 102 Avenue & SW 176 Street
Folio No.: 30-5032-000-0020

CONTRACT FOR SALE AND PURCHASE

This **Contract for Sale and Purchase** is entered into as of the____ day of _____ 2012, 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 **Jorge A. Pell**, referred to as "Seller(s)" whose Post Office Address is 8567 Coral Way, #239, Miami, Florida 33155-2335.

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

1. **REALTY.** Seller(s) agree to sell to Buyer, and its successors in interest, for road improvements to S.W. 176 Street from U.S. 1 to SW 107 Ave. that certain real property comprising **approximately 5,866 square feet** 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(s), and all right, title and interest of Seller(s) 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(s) 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 Seller(s) for the property referenced in Exhibit "A", the sum of $38,000.00 (Thirty-Two Thousand Dollars) for the parcel denoted as Parcel 5. This $38,000.00 consists of $23,600.00 for the real estate to be acquired in fee simple, plus $8,600.00 for uncured damages and $5,800.00 for damages is to be paid at closing by Miami-Dade County or designee, by county check.

3. **INTEREST CONVEYED.** Seller(s) are the recorded owners of the fee simple title to the subject Property, and agree to convey good, marketable and insurable title by 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,

Seller(s) agree(s) to provide 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(s). If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller(s) shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects. If Seller(s) is/are unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to Buyer, except that Buyer may waive any defects and proceed with closing at Buyer's option, Buyer may elect to file an eminent domain action for the sole purpose of obtaining clear title to the property, and Seller(s) agree(s) that the full compensation for such taking shall be the purchase price designated in paragraph 2 hereof and nothing more whatsoever: and Seller(s) further agree(s) to cooperate fully with Buyer in the eminent domain suit, filing whatever papers, documents or pleadings to accomplish the vesting of title in the Buyer for said purchase price.

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). If major environmental problems are found on the subject property, the Buyer may elect not to go through with the purchase and this contract will become null and void. The Seller(s) hereby authorize(s) Buyer to conduct any test required or recommended by DERM to determine the existence and extent, if any, of contamination which shall mean hazardous or toxic substance, material or waste of any kind or nature, any pollutant, petroleum, petroleum product or petroleum by-product, as defined or regulated by environmental laws, on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. If the "Letter of Current Enforcement Status and Recommendations for a Right-of-Way Improvement Project" or subsequent testing confirms any contamination on the Property, the Buyer may elect not to close and this contract shall be rendered null and void and both Buyer and Seller(s) shall be released of all obligations, or to negotiate a mutually acceptable solution, including an adjustment in the purchase price if necessary.

7. **TENANCIES.**

_____ A. Seller(s) warrant(s) and represent(s) that no person is living on or occupying the Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property.

_____ B. The following name(s), address(es) and telephone number(s) are the lessee(s) of the Property known to the Seller(s), and Seller(s) agree(s) 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(s). 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(s).

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(s) or as otherwise provided herein. The precise date, time and place of closing shall be set by the Buyer.

10. TIME. Buyer and Seller(s) 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(s) or Buyer.

11. BROKER FEES. Seller(s) warrant(s) 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. As a result of negotiations, the County has agreed payment of appropriate fees and costs as follows: attorney's fees and costs of $5,000.00 and expert's fees and costs of $4,750.00. These fees and costs are final and resolve all fees and costs.

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

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

15. DEFAULT. If Seller(s) default(s) under this Contract, Buyer may waive the default and proceed with closing or seek specific performance. If Buyer defaults under this Contract, Seller(s) 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(s) warrant that there are no facts known to Seller(s), which materially affect the value of the Property which has not been disclosed by Seller(s) 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(s) agree(s) 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(s) 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.

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(s) 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
111 N.W. 1 Street, Ste. 1610
Miami, FL 33128

as to Seller(s): Francisco J. Pines, Esq.
3301 Ponce de Leon Blvd., Penthouse Suite
Coral Gables, FL 33155-2335

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

BUYER:
MIAMI-DADE COUNTY

By:_____
County Mayor or the County Mayor's designee

Date: _____

ATTEST:

By:_____
Clerk

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

The foregoing conveyance was obtained pursuant to Resolution No. R-738-10 of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the 8th day of July, A.D. 2010.

SELLER:

Signed, sealed and delivered in the presence of:

Witness: _____

Witness Print Name: GUSTAVO A. HERRERA

By: Jorge A. Pell

Date: 7/09/12

Witness: _____

Witness Print Name: N. PEREZ

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 9 day of July, A.D. 2012, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Jorge A. Pell**, personally known to me, or proven, by producing the following identification: Florida Driver License, to be the persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

P400-421-53-101-0

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

GUSTAVO A. HERRERA MY COMMISSION EXPIRES July 31, 2015 #EE 117186 Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

NOTARY SEAL/STAMP

Notary Signature

GUSTAVO A. HERRERA

Printed Notary Name

Notary Public, State of Florida

My commission expires: July 31st 2015

Commission/Serial No. EE 117186

Project Name: SW 176 Street from US Highway 1 to SW 107 Avenue
Project No: 2004-0349
Parcel No: 5
Parcel Address: SWC of SW 102 Avenue & SW 176 Street
Folio No.: 30-5032-000-0020

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, **Jorge A. Pell**, (" Affiant(s)") this _____ day of _____, 2012, 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) **Jorge A. Pell**, whose Post Office Address is 8567 Coral Way, #239, Miami, Florida 33155-2335, is the record owner(s) 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 %

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

FURTHER AFFIANTS SAYETH NOT.

AFFIANT(S):

By: Jorge A. Pell

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 9 day of July, A.D. 2012, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Jorge A. Pell** to me, or proven, by producing the following identification: FLORIDA DRIVER LICENSE, to be the persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed. P400-121-53-101-0

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

NOTARY SEAL/STAMP

GUSTAVO A. HERRERA
MY COMMISSION EXPIRES
July 31, 2015
#EE 117186
NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

GUSTAVO A. HERRERA
Printed Notary Name

Notary Public, State of FLORIDA

My commission expires: July 31st 2015

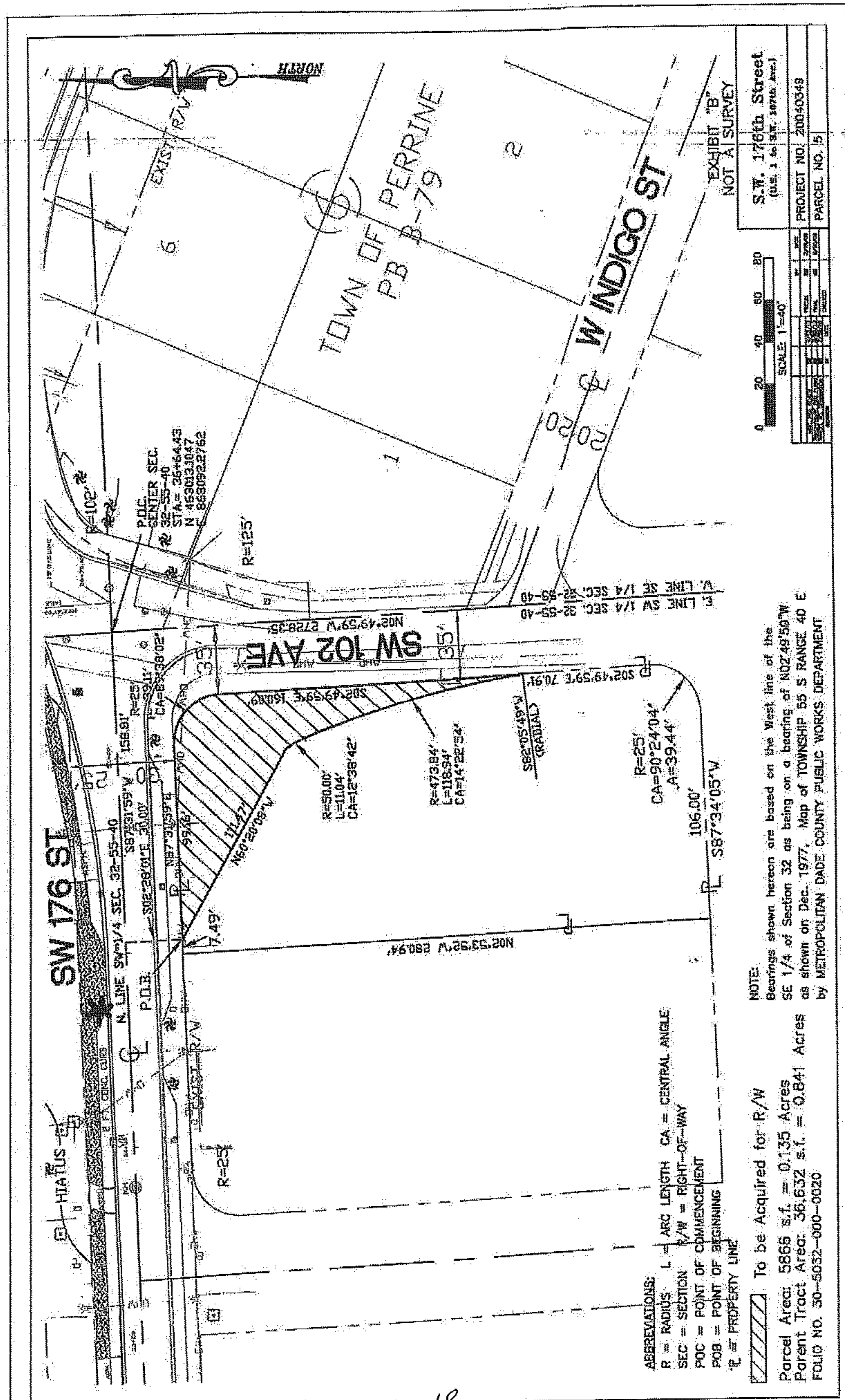
Commission/Serial No. EE 117186

Legal Description
(Fee Simple)

Parcel 5

A portion of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 55 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows: Commence at the center of said Section 32; thence South 87°31'59" West along the North line of the Southwest 1/4 of said Section 32 for 158.81 feet; thence South 02°28'01" East for 30.00 feet to the POINT OF BEGINNING of the herein described parcel of land; thence North 87°31'59" East along a line 30.00 feet South of and parallel with the North line of the Southwest 1/4 of said Section 32 for 99.16 feet to a point of curvature of a circular curve concave to the Southwest; thence Southeasterly along said curve to the right, having a radius of 25.00 feet through central angle of 89°38'02" for 39.11 feet to a point of tangency, said point lying 35.00 feet West of, by perpendicular measure, the East line of the Southwest 1/4 of said Section 32; thence South 02°49'59" East along a line 35.00 feet West of and parallel with the East line of said Southwest 1/4 for 160.09 feet to a point lying on a non-tangent curve concave to the Southwest, the center of said curve bearing South 82°05'49" West from said point, thence Northwesterly along said curve to the left, having a radius of 473.84 feet through a central angle of 14°22'54" for 118.94 feet to a point of compound curvature of a circular curve concave to the Southwest; thence Northwesterly along said curve to the left, having a radius of 50.00 feet through a central angle of 12°38'43" for 11.04 feet; thence North 60°20'08" West for 111.47 feet to the POINT OF BEGINNING.

EXHIBIT "A"
(5 of 6)


NORTH
SW 176 ST
SW 102 AVE
W INDIGO ST
TOWN OF PERRINE
PB B-79
EXIST R/W
N. LINE SW 1/4 SEC. 32-55-40
S87°31'59"W 158.81'
S02°28'01"E 30.00'
N87°31'59"E
P.O.B.
P.O.C.
CENTER SEC.
32-55-40
STA= 26+64.43
N 453013.1047
E 868092.2762
R=102'
R=125'
N02°49'59"W 2728.35'
W. LINE SE 1/4 SEC. 32-55-40
E. LINE SW 1/4 SEC. 32-55-40
35'
S02°49'59"E 160.09'
S02°49'59"E 70.91'
S82°05'49"W (RADIAL)
R=473.84'
L=118.94'
CA=14°22'54"
R=50.00'
L=11.04'
CA=12°38'42"
N60°28'08"W
111.71'
7.49'
N02°53'55"W 680.94'
R=25'
CA=90°24'04"
A=39.44'
106.00'
S87°34'05"W
R=25'
HIATUS
NOTE:
Bearings shown hereon are based on the West line of the SE 1/4 of Section 32 as being on a bearing of N02°49'59"W as shown on Dec. 1977, Map of TOWNSHIP 55 S RANGE 40 E by METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT
ABBREVIATIONS:
R = RADIUS L = ARC LENGTH CA = CENTRAL ANGLE
SEC = SECTION R/W = RIGHT-OF-WAY
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
℄ = PROPERTY LINE
To be Acquired for R/W
Parcel Area: 5866 s.f. = 0.135 Acres
Parent Tract Area: 36,632 s.f. = 0.841 Acres
FOLIO NO. 30-5032-000-0020
SCALE: 1"=40'
EXHIBIT "B"
NOT A SURVEY
S.W. 176th Street
PROJECT NO. 20040349
PARCEL NO. 5

Memorandum

MIAMI-DADE COUNTY

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

From: Charles Scurr, Executive Director

Date: September 19, 2012

Re: **CITT AGENDA ITEM 5B:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), APPROVE THE CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 5 IN THE AMOUNT OF **$47,750.00** FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED ROADWAY EXPANSION AND IMPROVEMENTS TO SW 176 STREET, FROM US HIGHWAY 1 TO SW 107 AVENUE; AUTHORIZING PAYMENT OF REASONABLE ATTORNEY'S FEES AND COST PURSUANT TO CHAPTERS 73.091 AND 73.092, FLORIDA STATUTES; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS **(PWWM)**

On September 19, 2012, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 12-071. The vote was as follows:

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

Christopher Benjamin, Esq. – Absent
Glenn J. Downing, CFP® – Aye
Alfred J. Holzman – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Joseph Curbelo – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Hon. James A. Reeder – Aye

cc: Alina Hudak, Deputy Mayor/County Manager
Bruce Libhaber, Assistant County Attorney
Alexander Bokor, Assistant County Attorney