

MEMORANDUM

Agenda Item No. 8(N)(3)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the County Mayor to accept an offer to sell property at the negotiated purchase amount of \$4,960.00 for the acquisition of Parcel 3, a property located along SW 137 Avenue, for right-of-way needed for the People's Transportation Plan Project entitled Improvements to SW 137 Avenue from Homestead Extension of Florida's Turnpike to US-1, authorizing the County Mayor to perform all acts necessary to effectuate the purchase of the property; and authorizing the use of Charter County Transportation Surtax Funds for such purposes

Resolution No. R-642-16

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Co-Prime Sponsors Commissioner Daniella Levine Cava and Commissioner Dennis C. Moss.


Abigail Price-Williams
County Attorney

APW/cp

Memorandum



Date: July 6, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez". The signature is written in a cursive, flowing style.

Subject: Resolution Authorizing the County Mayor or the County Mayor's Designee to Accept an Offer to Sell Property at the Negotiated Purchase Amount of \$4,960.00, for the Acquisition of the Property known as Parcel 3, located on SW 137 Avenue, for Right-of-Way Needed for the People's Transportation Plan Project Entitled Improvements to SW 137 Avenue, from the Homestead Extension of Florida's Turnpike to US-1, and Authorizing the Use of People's Transportation Plan Funds for Such Purposes

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or the County Mayor's Designee to accept an offer to sell property at the negotiated purchase amount of \$4,960.00, for the acquisition of property known as Parcel 3, located on SW 137 Avenue, needed as part of the People's Transportation Plan Project entitled Improvements to SW 137 Avenue from the Homestead Extension of Florida's Turnpike (HEFT) to US-1 under the terms and conditions stipulated in the Contract for Sale and Purchase, which is attached as Exhibit "C."

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

Scope

The property to be acquired is located on SW 137 Avenue within Commissioner Daniella Levine Cava's District 8 and Commissioner Dennis C. Moss' District 9, and is needed for the People's Transportation Plan Project (PTP) entitled improvements to SW 137 Avenue, from the HEFT to US-1. This project is beneficial countywide as it provides improved traffic capacity along this north/south corridor.

Fiscal Impact/Funding Source

Funding for the right-of-way acquisition and construction of this project will be provided by the Charter County Transportation Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County, and is programmed within the adopted FY 2015-16 Adopted Budget and Multi-Year Capital Plan (Project 607930). This project was specifically listed in the PTP as one of the Board requested improvement projects for Commission District 8.

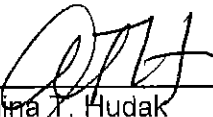
Track Record/Monitor

The Department of Transportation and Public Works (DTPW) is the entity overseeing this item and the person responsible is Francisco Fernandez, Chief Real Estate Officer of DTPW's Highway Engineering and Right-of-Way Division.

Background

This resolution is for the approval of the acquisition of Parcel 3, which is required for DTPW's programmed improvements to SW 137 Avenue, from the HEFT to US-1. The area to be acquired by DTPW for the street improvements is legally described in Exhibit "A" and illustrated in the parcel location map in Exhibit "B," attached hereto. This project consists of road widening, beautification, and right-of-way improvements, and includes reconstruction of the existing roadway, such as a raised landscape median, bicycle facilities, sidewalks, curb and gutters, a continuous storm drainage system, signalization, pavement markings and signage, and roadway lighting. This project will improve traffic mobility and capacity, and will beautify SW 137 Avenue, from HEFT to US-1.

The subject property was appraised on May 16, 2013, which established the market value at \$1,750.00. Therefore, an offer was made to the owner, at the appraised value pursuant to Resolution No. R-796-11. A counteroffer was received in the amount of \$2,560.00, exclusive of attorney's fees and costs from the owner. After extensive negotiations, and in order to settle this matter, the owner and the County agreed on the amount of \$4,960.00, including compensation for the property acquired, and for any and all attorneys' fees, expert fees and costs that may have been incurred by the seller. This \$4,960.00 settlement amount is recommended as being in the best interest of the County, considering the statutory requirement that the County, absent such a settlement, must pay for the owner's attorneys' fees, expert fees, and costs associated with trial. Additionally, the County would save the time, resources, and expenses associated with eminent domain proceedings, which would have otherwise been required. It is therefore requested that the attached Contract for Sale and Purchase in the amount of \$4,960.00 be approved, and the County Mayor or the County Mayor's designee be given the authority to perform all acts necessary to effectuate the purchase of the property.



Alina T. Hudak
Deputy Mayor

LEGAL DESCRIPTION
(FEE SIMPLE)

The East 5.00 feet of Lot 6, Block 1, of Sunny Haven according to the plat thereof as recorded in Plat Book 47, Page 6 of the Public Records of Miami-Dade County, Florida.

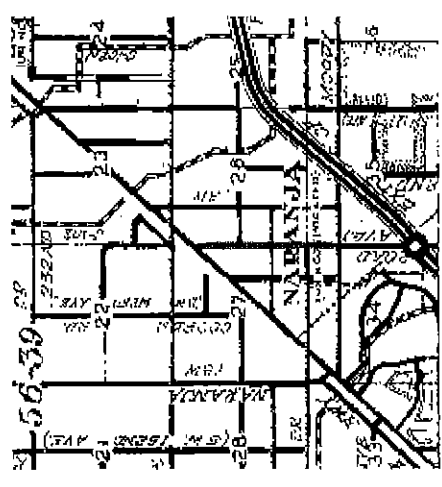
EXHIBIT "A"

1 of 1

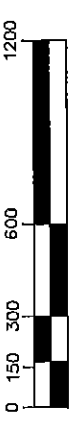
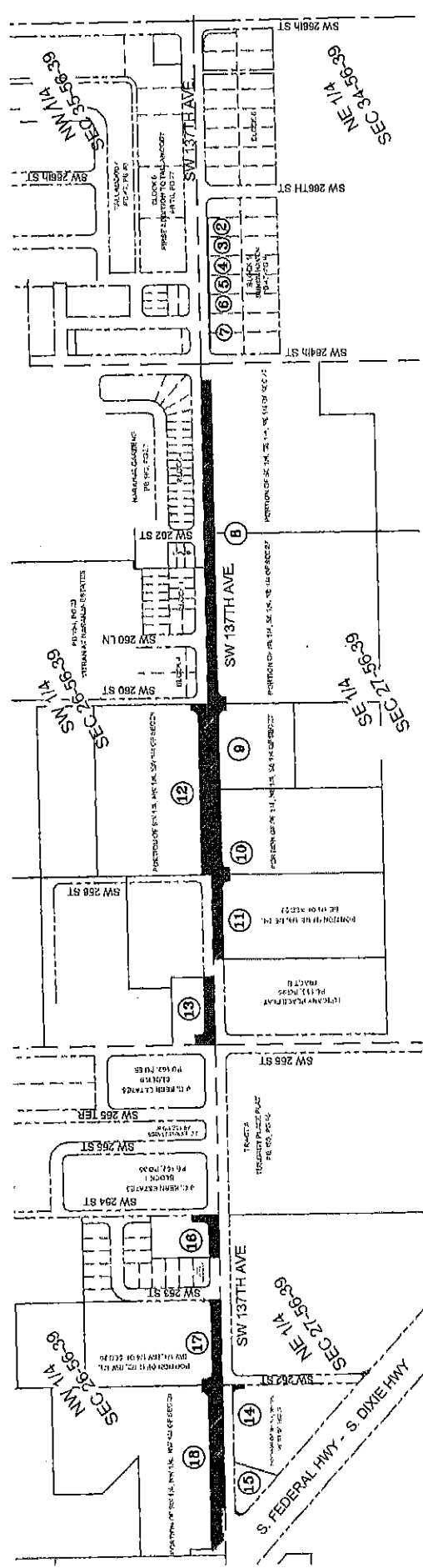
PARCEL 3
SW 137th Ave.
Project 20040344

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SEC 26, 27 & 34
 TWP 56 S
 RGE 39 E



LOCATION MAP
 NOT TO SCALE



SCALE 1" = 600'

EXHIBIT "B"

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

R/W TO BE ACQUIRED BY THE COUNTY

SW 137 Avenue
 From US-1 to HEFT
 Project No. 20040344



SCALE 1" = 600'
 PREPARED BY: L.E.
 DATED: 06-01-11

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EXHIBIT "C"

Project Name: SW 137 Avenue from HEFT to US-1
Project No: 20040344
Parcel 3

CONTRACT FOR SALE AND PURCHASE

This **Contract for Sale and Purchase** is entered into as of the 22 day of Feb 2016, 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 **Minnie Lee Maybin**, referred to as "Seller(s)" whose Post Office Address is 917 Woodcrest Drive, Dover, DE 19901.

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 SW 137 Avenue from HEFT (Homestead Extension Florida Turnpike) to US-1 in Miami, Florida, that certain real property comprising **337 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 **\$4,960.00 (Four thousand nine hundred sixty dollars)** to be paid at closing by Miami-Dade County or designee by check. This consists of **\$2,560.00 (Two thousand five hundred sixty dollars)** for the real estate to be acquired in fee simple, plus **\$2,400.00 (Two thousand four hundred dollars)** for attorney's fees and cost for the parcel denoted as Parcel 3. This \$4,960.00 is a total lump sum payment for the real estate to be acquired in fee simple inclusive of all fees and costs to be paid for in the taking, which includes if applicable attorney fees and costs, cost of improvements, cost to cure, cost of damages, and or restoration costs, and is to be paid at closing by Miami-Dade County or designee, by county check. The purchase amount set forth herein is a compromise figure reached in settlement of disputed claims in lieu of litigation and is subject to Miami-Dade County Board of County Commission approval.

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 from the date the contract is fully executed 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. ATTORNEYS FEES. Seller warrants that all of the Seller's attorneys', expert fees and costs in connection with this transaction or subsequent closing are \$2,400.00 and are included as part of the \$4,960.00 lump sum real estate acquisition purchase price written herein above in paragraph number two (2).

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

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

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

17. 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.

18. LITIGATION. In the event of any litigation arising out of this Contract, each individual party shall be responsible for their own attorney's fees and costs.

19. 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.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. EFFECTIVENESS.

The purchase price of this contract does not exceed the market value established by the appraiser(s) employed by the County and the Effective Date of this Contract is the

date the County Mayor or the County Mayor's designee signs this contract.

The purchase price of this contract exceeds the market value established by the appraiser(s) employed by the County. Therefore, this contract shall not become effective until, and is expressly contingent upon, the following: 1) The Board of County Commissioners approves this contract, and such approval becomes final (either by expiration of 10 days after such award without veto by the Mayor, or 2) If vetoed, shall become effective only upon an override by the Board of County Commissioners by two-thirds (2/3) vote of the Commission's membership. Further, If approval by the Florida Department of Transportation, the Federal Transit Agency, or the Citizens Independent Transportation Trust is required (to be determined in the County's sole discretion), the effectiveness of this Contract is contingent upon obtaining such approval(s). The date of such approval of the Contract by the County, as set forth herein, 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.

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

as to Buyer: Carlos A. Lavista, Real Estate Officer
Miami-Dade County
111 N.W. 1 Street, Ste. 1610
Miami, FL 33128

as to Seller(s): Peter Waldman, Esq.
Weiss Serota Helfman Pastoriza
Cole and Boniske
200 E. Broward Blvd., Suite #1900
Ft. Lauderdale, FL 33301

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

ATTEST:

By: _____
Clerk

Approved as to form
and legal sufficiency.

Assistant County Attorney

**BUYER:
MIAMI-DADE COUNTY**

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

Date: _____

The foregoing contract is being executed pursuant to Resolution No. R-796-11 of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the 4th day of October, A.D. 2011.

Signed, sealed and delivered in the presence of:

Witness: [Signature]

Witness Print Name: Jenny Board

[Signature]
Minnie Lee Maybin

Witness: [Signature]

Witness Print Name: Martha Ridgeway

Date: 2-22-16

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

I HEREBY CERTIFY, that on this 22 day of Feb, A.D. 2016, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Minnie Lee Maybin**, personally known to me, or proven, by producing the following Identification: DE Drivers Lic to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

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

[Signature]
Notary Signature
Janette S. Gentile
Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of Delaware
My commission expires: 9-10-17
Commission/Serial No. _____

**JANETTE S GENTILE
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Sept. 10, 2017**

Project Name: SW 137 Avenue from HEFT to US-1
Project No: 20040344, Parcel 3

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

Before me, the undersigned authority, personally appeared, **Minnie Lee Maybin**, ("Affiant(s)") this 22 day of Feb, 2016, 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) **Minnie Lee Maybin**, whose Post Office Address is 917 Woodcrest Drive, Dover, DE 19901, 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 Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest %</u>

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

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FURTHER AFFIANT SAYETH NOT.

AFFIANT:

Minnie Lee Maybin
By: Minnie Lee Maybin

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

I HEREBY CERTIFY, that on this 22 day of Feb, A.D. 2016, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Minnie Lee Maybin**, personally known to me, or proven, by producing the following identification: PE Drivers Lic to be the person who executed the foregoing instrument freely and voluntarily for the purpose therein expressed.

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

Janette S Gentile
Notary Signature
Janette Gentile
Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of Delaware
My commission expires: 9-10-17
Commission/Serial No. _____


JANETTE S GENTILE
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Sept. 10, 2017



MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 6, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(3)

Please note any items checked.

- “3-Day Rule” for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3’s ____, 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(N)(3)
7-6-16

RESOLUTION NO. R-642-16

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ACCEPT AN OFFER TO SELL PROPERTY AT THE NEGOTIATED PURCHASE AMOUNT OF \$4,960.00 FOR THE ACQUISITION OF PARCEL 3, A PROPERTY LOCATED ALONG SW 137 AVENUE, FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN PROJECT ENTITLED IMPROVEMENTS TO SW 137 AVENUE FROM HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE TO US-1, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THE PURCHASE OF THE PROPERTY; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying 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 recital, authorizes and directs the County Mayor, or County Mayor's designee, to execute the contract for sale and purchase attached as Exhibit "C" to the Mayor's Memorandum, and to perform all acts necessary to carry out the terms of the contract, and to effectuate the purchase of the property, in order to acquire the property needed for the project known as Improvements to SW 137 Avenue from the Homestead Extension of Florida's Turnpike to US-1; and authorizes the use of Charter County Transportation Surtax Funds in connection with such purchase; and, pursuant to Resolution No. R-974-09, directs the County Mayor or the County Mayor's designee to (a) record all instruments of conveyance in connection with such purchase in the Public Records of Miami-Dade County, Florida, and to provide a

recorded copy of all such instruments to the Clerk of the Board within thirty (30) days of execution of said instruments; and (b) directs 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 **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

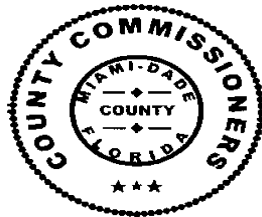
	Jean Monestime, Chairman	aye	
	Esteban L. Bovo, Jr., Vice Chairman	aye	
Bruno A. Barreiro	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dennis C. Moss	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye	Xavier L. Suarez	aye
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Debra Herman



Memorandum



To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director *Charles Scurr*

Date: June 16, 2016

Re: **CITT AGENDA ITEM 5B:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) AUTHORIZE THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ACCEPT AN OFFER TO SELL PROPERTY AT THE NEGOTIATED PURCHASE AMOUNT OF **\$4,960.00** FOR THE ACQUISITION OF PARCEL 3, A PROPERTY LOCATED ALONG SW 137 AVENUE, FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN PROJECT ENTITLED IMPROVEMENTS TO SW 137 AVENUE FROM HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE TO US-1, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THE PURCHASE OF THE PROPERTY; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES (DTPW – BCC Legislative File No. 161142)

On June 16, 2016, 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. 16-031. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Oscar Braynon – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Absent
Hon. James A. Reeder – Absent
Hon. Linda Zilber – Aye

Joseph Curbelo – Absent
Alfred J. Holzman – Aye
Jonathan Martinez – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Absent

cc: Alina Hudak, Deputy Mayor
Bruce Libhaber, Assistant County Attorney



CFN 2016R0740719 OR BK 30360 Pgs 370-372 3Pgs
RECORDED 12/27/2016 09:50:24
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

Prepared by: Raul O. Ballina
Return to: Raul O. Ballina
Miami-Dade County Department of
Transportation and Public Works
111 NW 1 Street, Ste 1610
Miami, FL 33128-1970
A Portion of Folio No. 30-6934-003-0060

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

User Dept.: Public Works Right-of-Way Section

Project No. 20040344
Parcel No. 3
Section 34-56-39

WARRANTY DEED

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THIS INDENTURE, made this 27 day of September 2016, between , Minnie Lee Maybin, (Grantors) whose post office address 917 Woodcrest Drive, Dover, DE 19901, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, received from MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and its successors in interest, (Grantee) whose post office address is 111 N. W. 1st Street, Miami, Florida 33128-1970, of the County of Miami-Dade, State of Florida, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's successors, and assigns forever, lying and being in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS CONVEYANCE includes, without limitation, all timber rights and water rights; all mineral rights and gas rights except those previously reserved, transferred or severed by third parties; all Grantor's right, title and interest in roads, streams, canals, banks, ditches and other water bodies located on the Premises or which may provide access to the Premises; all riparian rights; and all Grantor's right, title and interest in alleys, roads, streets and easements included within the Premises, or which may provide access to the Premises.

SUBJECT TO: Easements, dedications and restrictions of record, if any, but any such interests that may have been terminated are not hereby reimposed and subject to applicable zoning ordinances, taxes and assessments for the year 2016 and subsequent years.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the Grantor has hereunto set hand and seal, the day and year first above written.
Signed, Sealed, Attested and delivered in our presence:



Natasha Maybin
Witness
Natasha Maybin
Witness Printed Name

[Signature]
Witness
Shirley Maybin
Witness Printed Name

Minnie Lee Maybin 9/27/16
By: Minnie Lee Maybin

Address if different

STATE OF Delaware
COUNTY OF Kent

I HEREBY CERTIFY, that on this 27 day of September before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared Minnie Lee Maybin, personally known to me, or proven, by producing the following identification: DE ID # 23287 to be the persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

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

[Signature]
Notary Signature
Eric Fontanez-Baez
Printed Name

SEAL/ NOTARY SEAL / STAMP

Notary Public, State of Delaware
My Commission expires: 11-5-2016
Commission No.: _____

ERIC FONTANEZ-BAEZ
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires November 5, 2016

THE FOREGOING conveyance was obtained and approved on the 6th day of July, 2016, by Resolution No. R-642-16 of the Board of County Commissioners of Miami-Dade County, Florida.



EXHIBIT A

**LEGAL DESCRIPTION
(FEE SIMPLE)**

The East 5.00 feet of Lot 6, Block 1, of Sunny Haven according to the plat thereof as recorded in Plat Book 47, Page 6 of the Public Records of Miami-Dade County, Florida.

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true and correct copy of the
original filed in this office on _____ day of _____
2004
WITNESS my hand and office
HARVEY RUVIN, CLERK of Circuit and County Courts
D.C.
ERIC STRINGER #172204



PROJECT NO. 20040343
PARCEL 3