Memorandum

MIAMI-DADE COUNTY

Date: October 18, 2005

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

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

From: George M. Burgess, County Manager

Subject: Resolution Approving an Option for Purchase of Approximately 10.00 Acres in the South Dade Wetlands Project from Data Pax Corporation by the Environmentally Endangered Lands Program

RECOMMENDATION

The attached Assignment of Option to Purchase real estate has been negotiated by The Nature Conservancy for the Environmentally Endangered Lands (EEL) Program and is recommended for approval.

BACKGROUND

TAX FOLIO NUMBER:	30-7936-001-0037
SELLER:	Data Pax Corporation
SIZE:	Approximately 10.00 acres
LOCATION:	Township 57 South, Range 39 East, Section 36 in the South Dade Wetlands Project (see Attachment A)
PURCHASE PRICE:	$75,000, which is equal to the appraised value.
JUSTIFICATION:	The County Commission placed the South Dade Wetlands on the EEL Priority A Acquisition List in 1993. To date, the County and the South Florida Water Management District have acquired 14,558 acres.
FUNDING SOURCE:	Building Better Communities General Obligation Bond

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: October 18, 2005

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No 8(D)(1)(C)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

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

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

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(D)(1)(C)
10-18-05

RESOLUTION NO. _____

RESOLUTION ACCEPTING "ASSIGNMENT OF OPTION TO PURCHASE" APPROXIMATELY 10.00 ACRES IN THE SOUTH DADE WETLANDS PROJECT WITHIN THE ENVIRONMENTALLY ENDANGERED LANDS PROGRAM ACQUISITION SITE WITH THE NATURE CONSERVANCY AS ASSIGNOR, MIAMI-DADE COUNTY AS ASSIGNEE, AND DATA PAX CORPORATION AS SELLER; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE PROVISIONS CONTAINED THEREIN

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby accepts the "Assignment of Option to Purchase" from The Nature Conservancy, as assignor, Data Pax Corporation as seller, for purchase of property more specifically described in Exhibit A of Attachment B, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, Florida, and to exercise the provisions contained therein.

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

Joe A. Martinez, Chairman
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of October, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as to form and legal sufficiency.
Robert A. Duvall

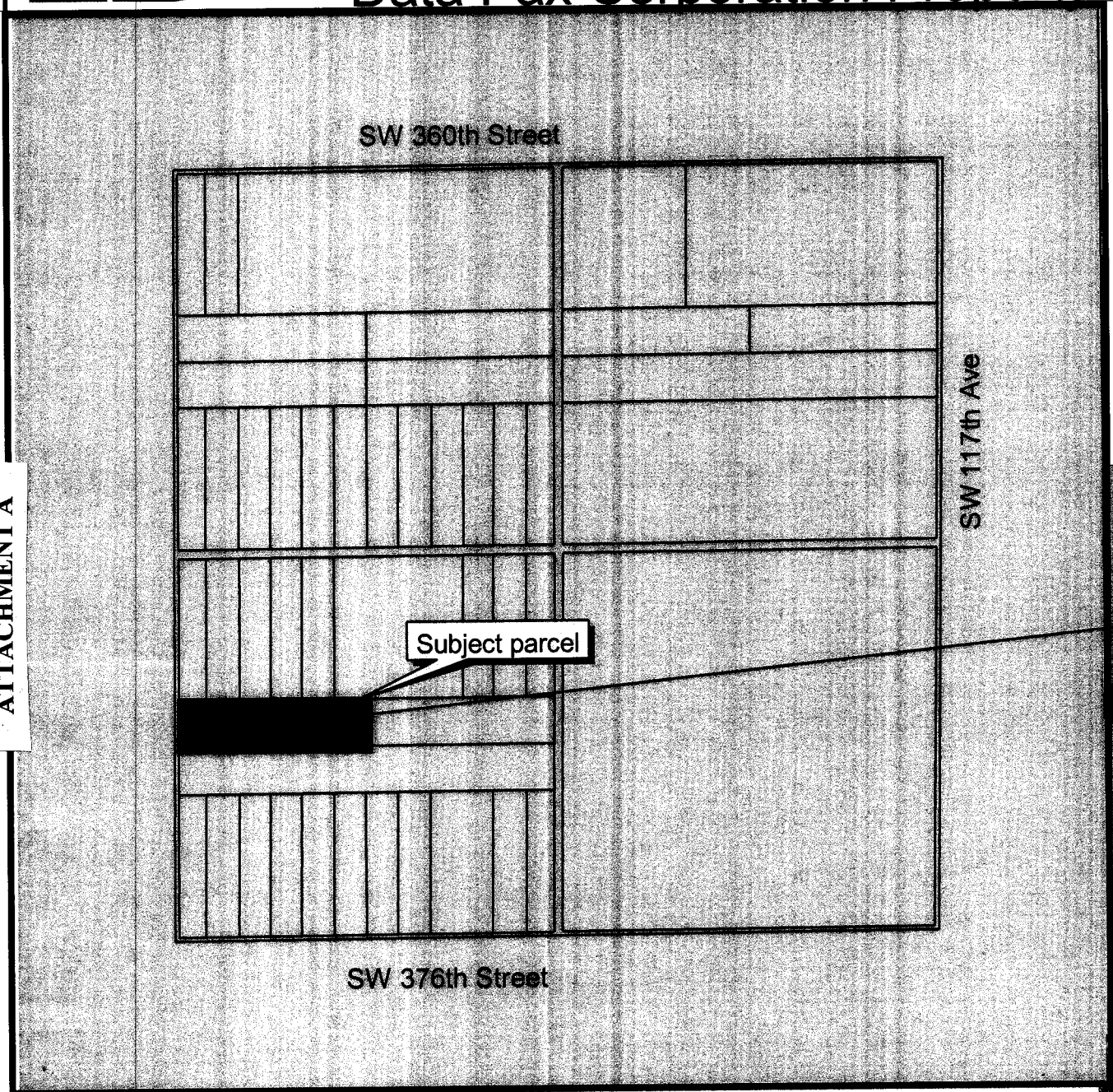
By:_____
Deputy Clerk.

SOUTH DADE WETLANDS PROJECT
Data Pax Corporation Property

MIAMI-DADE COUNTY

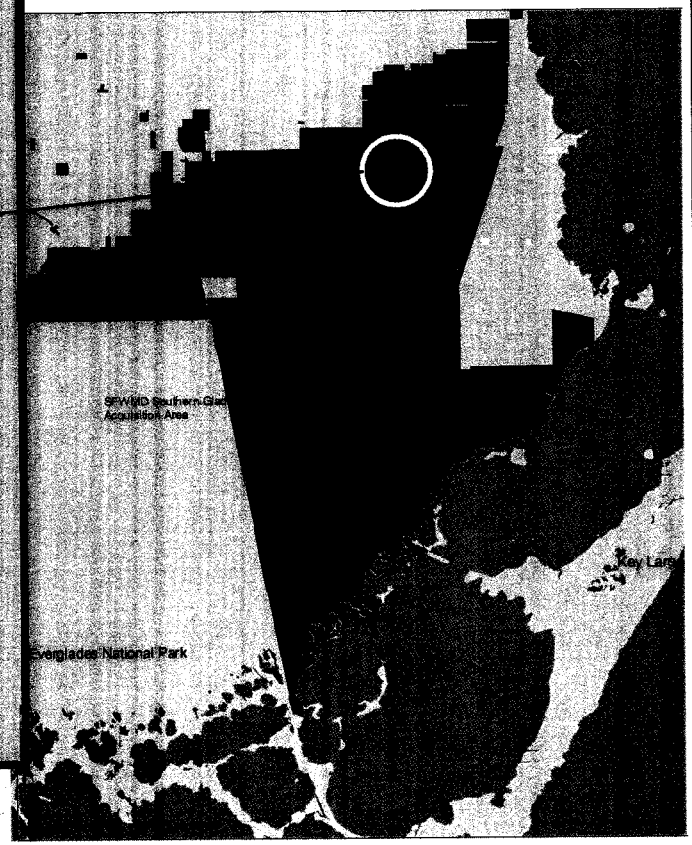
DERM

ATTACHMENT A



Environmentally Endangered Lands Program

Parcel Information:
Folio # 30-7936-001-0037



Revision Date: February 8, 2005
Re: **South Dade Wetlands**
SFWMD Tract No.: **200-183**
Dade Folio #: **30-7936-001-0037**

OPTION AGREEMENT FOR SALE AND PURCHASE

This Option Agreement for Sale and Purchase (the "Agreement") is made and entered into this 21st day of July 2005, by and between the below named SELLER:

whose address is: **Data Pax Corporation, a Florida Corporation**
c/o Mr. Sergio A. Rivera
9300 SW 87 Ave.
Miami, FL 33176

whose telephone number is: 305-598-2530

whose E.I. N. Number is: 59-2043178 (hereinafter referred to as "SELLER"), and The Nature Conservancy, a non-profit District of Columbia corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended, and its successors and assigns (hereinafter referred to as "BUYER") whose address is 222 S. Westmonte Drive, Suite 300, Altamonte Springs, FL 32714.

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in further consideration of the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

This Agreement will be void, at the option of the BUYER, if not accepted by the SELLER by proper execution on or before **July 27, 2005.** The date of agreement, for purposes of performance, shall be regarded as the date when the BUYER has signed this Agreement. Acceptance and execution of this Agreement shall void any prior contracts or agreements between the parties concerning the Premises (as defined below) unless incorporated by reference herein.

I. OPTION.

1. GRANT OF OPTION.

SELLER hereby grants to BUYER the exclusive option to purchase all of SELLER's right, title and interest in and to the real property located in Miami-Dade County, Florida, described in Exhibit "A", together with all improvements, easements and appurtenances (the "Premises"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties. BUYER may assign this Agreement to Miami-Dade County ("Dade County") whose mailing address is Environmentally Endangered Lands Program, 33 SW 2nd Avenue, PH-2, Miami, FL 33130-1540, c/o Emilie Young, Director. If assigned, the exercise of the option is conditioned upon the approval of the Board of County Commissioners of Dade County as the case may be.

2. OPTION TERMS.

The option payment is $100.00 (the "Option Payment"), the receipt and sufficiency of which is hereby acknowledged by SELLER.

The option is exercised by BUYER delivering written notice of exercise to SELLER during the period beginning with BUYER's execution of this Agreement and ending One Hundred and Twenty (120) days after BUYER's execution of this Agreement (the "Option Expiration Date"), unless extended by other provisions of this Agreement.

II. TERMS OF SALE AND PURCHASE. In the event that the Option is exercised pursuant to Section I above, the following terms and conditions shall apply to the sale and purchase.

1. PURCHASE PRICE.

The purchase price is the sum of **Seventy Five Thousand and 00/100 Dollars ($75,000.00)** (the "Purchase Price") which, after reduction by the amount of the Option Payment, will be paid in cash (or, if this option is assigned to the County, by County check) to SELLER at time of closing, subject only to the prorations and adjustments as otherwise provided in this Agreement. In the event BUYER's funds in the amount of the Purchase Price are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice from BUYER to SELLER.

2. CLOSING DATE.

This Agreement shall be closed and the deed and possession shall be delivered within ninety (90) days after all documents and requirements of this Agreement have been completed, received and approved by the BUYER.

3. PRORATIONS.

Taxes and other expenses and revenue of the Premises shall be prorated as of the date of closing.

All real estate taxes and assessments which are or which may become a lien against the Premises shall be satisfied of record by the SELLER at or before closing in accordance with Section 196.295, Florida Statutes, as amended from time to time, which provides for SELLER placing in escrow with the County Tax Collector the current prorated taxes due if the Premises are acquired by BUYER between January 1 and November 1, and paying all taxes due from prior years.

4. EVIDENCE OF TITLE.

SELLER, no later than thirty (30) days after BUYER's exercise of the Option, shall at SELLER's expense deliver to BUYER or his designee a title insurance commitment issued by a title insurer approved by the BUYER, agreeing to issue to the BUYER upon recording of the deed hereinafter mentioned, an owner's policy of title insurance in the amount of the purchase price insuring the BUYER as to marketable title of the Premises, subject only to liens, encumbrances, exceptions or qualifications set forth in this Agreement and those which will be satisfied or discharged by the SELLER at or before closing. As a part of said title insurance commitments, SELLER shall provide, at SELLER's expense, complete legible copies of all supporting documentation to all schedule B title exceptions, and SELLER's obligation to provide the title insurance commitment shall not be considered complete until all of the supporting documents have been delivered, approved and accepted by BUYER. SELLER shall pay at Closing the entire title insurance premium due for the title insurance policy to be issued to the Buyer after Closing pursuant to the title Commitment.

BUYER shall have thirty (30) days from the date of receiving the evidence of title to examine same. If title is found to be unacceptable to BUYER, in BUYER's sole discretion, the BUYER shall within said period notify the SELLER in writing specifying the defects. The SELLER shall have ninety (90) days from the receipt of such notice to cure the defects, and if after said period the SELLER shall not have cured the defects, BUYER shall have the option: (1) of accepting title as it then is or (2) declining to accept title and thereupon this Agreement shall be canceled and the BUYER and the SELLER shall have no further claim against each other or (3) requiring SELLER to file and diligently prosecute all suits and actions necessary to cure title upon receipt of notice to do so from BUYER.

5. CONVEYANCE.

SELLER shall convey fee simple title to the Premises to the BUYER by statutory warranty deed subject only to matters contained in this Agreement.

6. RESTRICTIONS AND EASEMENTS.

The BUYER shall take title subject to: (a) Zoning and/or restrictions and prohibitions imposed by governmental authority, (b) public utility easements of record, provided said easements are located on the side or rear lines of the Premises and are not more than ten feet in width.

Notwithstanding anything contained herein to the contrary, any other easements, restrictions, obligations or encumbrances either recorded or unrecorded, for which SELLER is unable to acquire release satisfactory to BUYER, or such

easements, restrictions, obligations or encumbrances which BUYER, at its sole discretion, does not accept, shall be considered title defect(s) and shall allow BUYER to terminate all obligations under this Agreement.

7. EXISTING MORTGAGES.

For any existing mortgage, the SELLER shall furnish estoppel letters (not necessarily in affidavit form) setting forth the principal balance, method of payment, and whether the mortgage is in good standing. All outstanding mortgages shall be satisfied by SELLER and a recordable satisfaction of such mortgage furnished to BUYER, at or prior to closing.

8. LEASES.

The SELLER shall deliver copies of all written leases or written notice of any oral leases, licenses, right of entry or easements along with estoppel letters, specifying the nature and duration of occupancy, to the BUYER no later than thirty (30) days after BUYER's exercise of the Option. The SELLER's failure to deliver such copies shall be deemed a representation and warranty by SELLER that there are no parties other than SELLER in occupancy or possession on any part of the Premises. The BUYER shall have thirty (30) days from receipt of the leases and/or estoppel letters to review same. If, after review, BUYER determines that their terms and conditions are unacceptable, BUYER, at its sole option, shall, within the time allowed to review the leases and/or estoppel letters, notify SELLER, in writing, of its intent to cancel this Agreement. Should BUYER elect to exercise its option to cancel this Agreement pursuant to the provisions of this Paragraph 8., SELLER and BUYER shall have no further obligation or claim against each other. If, after review, BUYER determines that their terms and conditions are acceptable, BUYER shall take title subject to the terms and conditions of the lease(s) and/or estoppel letter(s) and be entitled to retain all income therefrom.

9. MECHANICS LIENS.

The SELLER shall furnish to the BUYER at closing an affidavit that there have been no improvements to the Premises for 90 days immediately preceding the date of closing. If the Premises have been improved within 90 days immediately preceding the closing date, the SELLER shall deliver releases or waiver of all mechanics liens executed by general contractors, subcontractors, suppliers or material men and the SELLER's mechanics lien affidavit sufficient to obtain a title policy without an exception pertaining thereto.

10. SPECIAL ASSESSMENT LIENS.

All pending, certified, confirmed or ratified special assessment liens existing as of the date of closing are to be paid by the SELLER.

11. HANDWRITTEN PROVISIONS.

Handwritten provisions inserted in this Agreement and initialed by the BUYER and the SELLER shall control all printed provisions in conflict therewith.

12. OTHER AGREEMENTS.

No agreements or representations, unless incorporated in this Agreement shall be binding upon any of the parties. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

13. DOCUMENTS FOR CLOSING.

The BUYER shall prepare the deed, the SELLER's affidavits, and the closing statement and submit copies of the same to the SELLER's attorney, at least five (5) days prior to the closing. At the time of execution of this Agreement by SELLER, the SELLER shall prepare and submit to BUYER the Beneficial Interest and Disclosure Statement as required by Section 286.23, Florida Statutes.

14. EXPENSES.

State and County surtax and documentary stamps which are required to be affixed to the instrument of conveyance and recording costs of the deed and for all curative documents that the BUYER deems necessary to assure good and marketable title to the Premises shall be paid by the SELLER. Intangible personal property taxes shall be paid by SELLER.

15. DEFAULT.

If the SELLER fails to perform any of the covenants of this Agreement, the BUYER shall, along with other remedies, have the right to seek specific performance of the SELLER's obligations in accordance with this Agreement. If the BUYER fails to perform any of the covenants of this Agreement, SELLER shall have the right to seek damages at law.

If SELLER defaults under this Agreement, BUYER may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from SELLER's default. In connection with any dispute arising out of this Agreement, including without limitation litigation and appeals, BUYER will be entitled to recover reasonable attorney's fees and costs.

16. ENVIRONMENTAL CONDITIONS.

For purposes of this Agreement, "pollutant" shall mean waste of any kind, or any contaminant, toxic material, hazardous material, petroleum, petroleum products or by-products, ground pollution or other pollution as defined or regulated by applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions (hereinafter sometimes referred to collectively as "Applicable Laws"). "Disposal" shall mean the presence, introduction, release, storage, use, handling, discharge, or disposition of such pollutants.

While paragraph 16. establishes contractual liability for the SELLER regarding pollution of the Premises as provided herein, it does not alter or diminish any statutory or common law liability of the SELLER for such pollution.

A. REPRESENTATIONS

The Seller warrants and represents to the BUYER as follows concerning the Premises:

1) The SELLER has obtained and is in full compliance with any and all permits regarding the disposal of pollutants on the Premises or contiguous property.

2) The SELLER is not aware nor does it have any notice, actual or constructive, of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the disposal of any pollutant on the Premises or on contiguous property other than the cleanup, if any, referred to in Paragraph 16.C(2) of this Agreement.

3) There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or threatened against the SELLER relating in any way to the disposal of pollutants on the Premises or on any contiguous property.

B. ENVIRONMENTAL AUDIT.

The SELLER hereby allows BUYER full and free access to the Premises in order to perform an Environmental Pollution Audit ("Audit") to be completed by Buyer, at Buyer's expense, within sixty (60) calendar days after the Buyer's exercise of the Option.

C. POLLUTANTS.

(1) In the event that the Audit discloses the presence of pollutants on the Premises, BUYER or SELLER may elect to terminate this Agreement by sending written notice to the other party within thirty (30) calendar days after receipt of the Audit, and neither party shall have any further obligations under this Agreement.

(2) Should the BUYER and SELLER elect not to terminate this Agreement, the SELLER shall at his sole cost and expense and prior to the closing, complete any assessment, cleanup and monitoring of the pollutants on the Premises necessary to

bring the Premises into full compliance with all Applicable Laws. SELLER shall furnish the BUYER with written proof from the appropriate local, state and/or federal agency with jurisdiction over the cleanup that the cleanup has been satisfactorily completed and no further liability exists. The SELLER shall, in addition, execute an affidavit to be delivered to the BUYER at closing that the SELLER warrants and represents to the BUYER, its successors and assigns that SELLER has fully completed any assessment, clean up and monitoring of pollutants on the Premises necessary to bring the Premises into full compliance with Applicable Laws.

17. RIGHT TO ENTER.

The SELLER agrees that from the date of this Agreement through the date of closing, all officers and accredited agents of the BUYER shall have at all reasonable times the unrestricted right to enter upon the Premises for all proper and lawful purposes, including examination of the Premises and the resources upon them.

18. PLACE OF CLOSING.

Closing shall be held at the office of the BUYER or as otherwise agreed upon.

19. RISK OF LOSS AND CONDITION OF PREMISES.

SELLER assumes all risk of loss or damage to the Premises prior to the date of closing and warrants that the Premises shall be transferred and conveyed to BUYER in the same or essentially the same condition as of the date of SELLER's execution of this Agreement, ordinary wear and tear excepted. However, in the event that the condition of the Premises is altered by an act of God or other natural force beyond the control of SELLER, BUYER may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. SELLER represents and warrants that there are no parties other than SELLER in occupancy or possession of any part of the Premises except for those parties which have been or will be disclosed to BUYER pursuant to paragraph 8 above. SELLER agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Premises to the satisfaction of BUYER prior to the Option Expiration Date.

20. ACCESS.

SELLER warrants that there is legal ingress and egress for and to the Premises.

21. BROKERS.

SELLER warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing. SELLER shall indemnify and hold BUYER harmless from any and all such claims.

22. RECORDING.

This Agreement, or notice of it, may be recorded by BUYER in the appropriate county or counties.

23. TIME.

Time is of the essence with regard to all dates or times set forth in this Agreement.

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

25. WAIVER.

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

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26. ASSIGNMENT AND SUCCESSORS IN INTEREST.

This Agreement may be assigned by BUYER, in which event BUYER shall provide written notice of assignment to SELLER. This Agreement shall be legally binding upon the parties, their heirs, legal representatives, successors, and assigns.

27. MISCELLANEOUS.

a. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

TO BUYER:

The Nature Conservancy, as Trustee of
The Nature Conservancy Charitable Trust
222 S. Westmonte Drive, Suite 300
Altamonte Springs, FL 32714

If the Agreement is assigned to the County:

Attn: Director
Environmentally Endangered Lands Program
33 SW 2nd Ave., PH 2
Miami, FL 33130-1540

TO SELLER:

Data Pax Corporation, a Florida Corporation
c/o Mr. Sergio A. Rivera
9300 SW 87 Ave.
Miami, FL 33176

Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (3) one day after mailing by any form of overnight mail service.

b. Severability. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

c. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

28. SURVIVAL.

The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, including those contained in paragraph 16., shall survive the closing, the delivery and recording of the deed and BUYER's possession of the Premises.

SELLER:

Data Pax Corporation, a Florida Corporation

Witness as to Seller
Print Name: Neyla Taborda

Witness as to Seller
Print Name: TERESA TABORDA

By: _____
Print Name: Steven D. Rivera
Title: Vice President

59-2043178
Social Security No.

7.19.04
Date signed by Seller

BUYER:

Witness as to Buyer

Witness as to Buyer

THE NATURE CONSERVANCY, a nonprofit District of Columbia Corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended

By: Maria F. Melchiori
Maria F. Melchiori
Chief Operating Officer

F.E.I.D. No. 53-0242652

Date signed by Buyer 7/21/05

Legal: JH
7/20/05

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State of Florida)
County of DADE)

The foregoing instrument was acknowledged before me this 19 day of July, 2005, by Sergio Rivera who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

(NOTARY PUBLIC)
SEAL

Notary Public

(Printed, Typed or Stamped
Name of Notary Public)
Commission No.:
My Commission Expires:

OFFICIAL NOTARY SEAL
TERESA TABORDA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD103241
MY COMMISSION EXP. MAR. 25,2006

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 21st day of July, 2005, by Maria F. Melchiori, as Chief Operating Officer of The Nature Conservancy, a nonprofit District of Columbia corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended. He is personally known to me and did not take an oath.

(NOTARY PUBLIC
SEAL)

Notary Public

Denise Reck
(Printed, Typed or Stamped Name of
Notary Public)
Commission No.: DD 125679
My Commission Expires: 10-10-06

DENISE RECK
MY COMMISSION # DD 125679
EXPIRES: October 10, 2006
Bonded Thru Notary Public Underwriters

EXHIBIT A

Lot 13, Block 3, of MIAMI LAND DEVELOPMENT COMPANY's subdivision of Section 36, Township 57 South, Range 39 East, according to the Plat thereof recorded in Plat Book 5 at Page 10 of the Public Records of Dade County, Florida.

ADDENDUM

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

STATE OF Florida)
)
COUNTY OF DADE)

Before me, the undersigned authority, personally appeared SERGIO RIVERA ("affiant"), this 19 day of July, 2005 who, first being duly sworn, deposes and says:

1) That Data Pax Corporation, a Florida Corporation whose address is c/o Mr. Sergio A. Rivera, 9300 SW 87 Ave., Miami, FL 33176 is the record owner of the Premises described in Exhibit "A" attached hereto. 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)

Name	Address	Interest
SERGIO A. RIVERA	9300 SW 87 AVE #4 MIAMI FL 33176	50%
WILLIAM E. LINDSLEY	12651 S. DIXIE HWY SUITE 204 MIAMI FL 33156	50%

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Premises are:

Name	Address	Reason for Payment	Amount
NONE	—	—	—

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

SWORN TO and subscribed before me this 19 day of July, 2005, by Sergio Rivera such person(s) (Notary Public must check applicable box):

[X] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

OFFICIAL NOTARY SEAL
TERESA TABORDA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD103241
MY COMMISSION EXP. MAR. 25,2006

(Printed, Typed or Stamped Name of Notary Public)

Commission No.:_____

My Commission Expires:_____

ASSIGNMENT OF OPTION TO PURCHASE

Tract No. **200-183**

For the consideration recited hereunder, THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation, whose address is 222 South Westmonte Drive, Suite 300, Altamonte Springs, FL 32714, as Assignor, hereby transfers and assigns to MIAMI-DADE COUNTY, a political subdivision of the State of Florida, with an address c/o Environmentally Endangered Lands Program, Department of Environmental Resources Management, Office County Manager, Stephen P. Clark Center, Suite 1200, 111 N.W. 1st Street, Miami, FL 33128-1994, its successors and assigns, as Assignee, all of its right, title and interest in that certain option to purchase between Assignor, as Purchaser, **Data Pax Corporation, a Florida Corporation**, as Seller, and which option agreement and all amendments thereto are attached hereto as Exhibit "A" and by reference made a part hereof (the "Option Agreement"), for the sale and purchase of the real property described in the Option Agreement (the "Property"), subject to terms and conditions thereof and hereby does remise, release and quit claim unto Assignee and its successors and assigns, all of its right, title and interest in and to the Property.

Assignor hereby authorizes and empowers Assignee, on its performance of all the above-mentioned terms and conditions to demand and receive of Seller the warranty deed covenanted to be given in the Option Agreement hereby assigned in the same manner and with the same effect as Assignor could have done had this Assignment not been made.

This Assignment is made pursuant to the Assignee's Environmentally Endangered Lands Program Agreement for Professional Services (the "Contract") between Assignor and Assignee and dated April 20, 2001. The consideration for this Assignment shall be payment by Assignee to Assignor according to the terms of said Contract.

THE NATURE CONSERVANCY

By: Maria F. Melchiori
Maria F. Melchiori

Its: Chief Operating Officer

Date Executed: 7/21/05

Legal: AW
7/20/05

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ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the above Assignment of Option Agreement and agrees to perform all obligations to be performed by Assignor under the Option Agreement, according to the terms and conditions therein stated.

ATTEST:

By: _____
Clerk

[SEAL]

MIAMI-DADE COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

By_____
County Manager

Approved as to form and Legal Sufficiency

Attorney:_____

Date Executed: _____