

MEMORANDUM

Amended
Agenda Item No. 5(E)

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

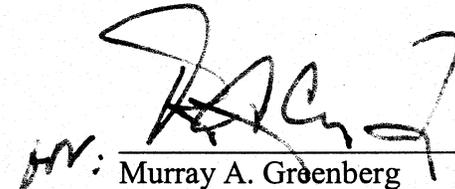
DATE: February 6, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Resolution granting
petition to close all roads
within the Plat of Country
Club of Miami Estates,
Section One

R-121-07

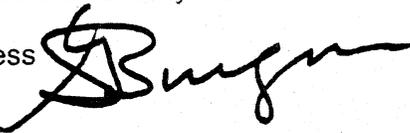
The accompanying resolution was prepared and placed on the agenda at the request of Commissioner Natacha Seijas.


Murray A. Greenberg
County Attorney

MAG/bw

Date: February 6, 2007

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

From: George M. Burgess
County Manager 

Subject: Road Closing Petition P-820
Section: 2-52-40
All Roads within the Plat of COUNTRY CLUB OF MIAMI ESTATES SECTION ONE, Recorded in Plat Book 75, Page 6, of the Public Records of Miami-Dade County, Florida, Except the East 150 feet of Guy del Russo Parkway and Conveying Said Roads to Country Club of Miami Estates Improvement, Inc., a Homeowners Association in Accordance to Florida Statute 3363125(St. Andrews Parkway by Plat)
Commission District: 13

Amended
Agenda Item No. 5(E)

This item was amended during the February 6, 2007 Board of County Commissioners meeting. Commissioner Seijas recommended the amendments to the Manager's Memo to reflect that the tax assessment on the privatized roads and rights-of-way will be treated as common area allocated to individual property owners at no additional value; the County Deed will have an expanded and more detailed legal description; and the Agreement shall have an expanded legal description and delete Exhibit "C".

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) grant the attached Road Closing Petition and authorize conveyance of said closed rights-of-way to Country Club of Miami Estates Improvement Association, Inc. a not for profit Homeowners Association following a public hearing. In addition, it is recommended that the Board authorize the County Manager to execute the attached Agreement for Conveyance of Rights-of-Way with Country Club of Miami Estates Improvement Association, Inc. The Miami-Dade County Departments of Planning and Zoning, Public Works, Water and Sewer and Fire Rescue have no objection to the rights-of-way closing.

BACKGROUND

The Petitioner, Country Club of Miami Estates Improvement Association, Inc., wishes to close all of the rights-of-way within the plat of "COUNTRY CLUB OF MIAMI ESTATES SECTION ONE", recorded in Plat Book 75, Page 6, of the Public Records of Miami-Dade County, Florida, west of a line 150 feet west of the east line of Section 2, Township 52 South, Range 40 East. The purpose of this Road Closing is to convert the rights-of-way into private roads and convey them to the Petitioner in accordance with Section 336.125, Florida Statutes (2006). Said statute provides that the roads may be conveyed to an existing Homeowners Association to be used as private roads, and it also requires that the Association be responsible for the repair and maintenance of said private roads. This road closing will not enhance the individual properties; however, the petitioner will be able to control access to the community to improve its safety and privacy once these roads become private.

Honorable Chairman Bruno A. Barreiro
and Members Board of County Commissioners
Page 2

The subject right-of-way was dedicated in 1962 by the plat of "COUNTRY CLUB OF MIAMI ESTATES SECTION ONE", recorded in Plat Book 75, Page 6, of the Public Records of Miami-Dade County, Florida. The area surrounding the subject right-of-way is zoned RU-1 (Single Family Residential District). The Public Works Department will be saving approximately \$4,000.00, in yearly costs for the maintenance and upkeep of the subject roads.

This petition was filed after October 1, 2004, when the BCC approved the resolution which amended Administrative Order 4-114 by creating the two tier fee system for Road Closing Petitions. However, the rights-of-way will not revert to individual property owners to enhance their buildable lots, but instead will remain as private access roads as part of the Association's common area. Therefore, the rights-of-way will be allocated to individual property owners for property tax purposes at no additional value. The petitioner has paid only the \$800.00 application fee. This petition is being sponsored by Commissioner Natacha Seijas.



Assistant County Manager

1.12.07
Date

Note: The Clerk is directed to publish notice of a public hearing on a Road Closing Petition in a newspaper of general circulation in Miami-Dade County, one time, at least two weeks prior to the date of said public hearing in conformity with the statutory requirements.

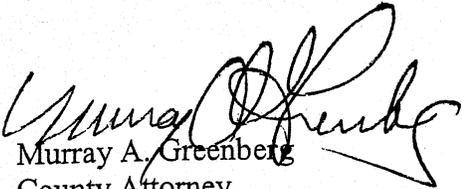


MEMORANDUM

(Revised)

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

DATE: February 6, 2007

FROM: 
Murray A. Greenberg
County Attorney

SUBJECT: Amended
Agenda Item No. 5(E)

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 _____

Amended

Agenda Item No. 5(E)

02-06-07

RESOLUTION NO. R-121-07

RESOLUTION GRANTING PETITION TO CLOSE ALL ROADS WITHIN THE PLAT OF COUNTRY CLUB OF MIAMI ESTATES SECTION ONE, RECORDED IN PLAT BOOK 75, PAGE 6, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, EXCEPT THE EAST 150 FEET OF GUY DEL RUSSO PARKWAY AND CONVEYING SAID ROADS TO COUNTRY CLUB OF MIAMI ESTATES IMPROVEMENT ASSOCIATION, INC, A HOMEOWNERS ASSOCIATION IN ACCORDANCE TO FLORIDA STATUTE 336.125 (ROAD CLOSING PETITION NO. P-820)

WHEREAS, the County Commission held a public hearing to consider a petition to close all roads within the plat of "COUNTRY CLUB OF MIAMI ESTATES SECTION ONE, recorded in Plat Book 75, Page 6, of the Public Records of Miami-Dade County, Florida, except the East 150 feet of Guy del Russo Parkway (St. Andrews Parkway, by plat), and convey said roads to Country Club of Miami Estates Improvement Association, Inc., a not-for-profit Homeowners Association, all as outlined in the accompanying petition and 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, (1) that the streets, roads or other places used for travel as described in the attached petition (composite Exhibit "A") are hereby vacated, abandoned and closed, all rights of Miami-Dade County and the public in and to the same are hereby renounced and disclaimed, save and except that the land is reserved as a utility easement with 24-hour access for Miami-Dade Water and Sewer Department, that any other existing utilities in said road rights-of-way shall be retained as utility easements, that access to the surrounding golf courses remain open to the Miami-Dade Park and Recreation

Department and that access shall remain open to Police, Fire and Rescue; (2) that all roads within said sub-division except the East 150 feet of Guy Del Russo Parkway are hereby authorized to be conveyed to the Country Club of Miami Estates Improvement Association, Inc. as per Florida Statute 336.125, and it is found that this action will serve a public purpose and benefit the public without violating private property rights; (3) the Mayor or his designee is hereby authorized to execute the County Deed as attached hereto as Exhibit "B" conveying said road rights-of-way to the homeowners association (4) that the procedure utilized in the adoption of this resolution is expressly ratified and approved; (5) that the Clerk is hereby directed to publish notice of the adoption of this resolution one time within thirty (30) days hereafter in a newspaper of general circulation of Miami-Dade County; and (6) that this Board hereby authorizes the County Mayor or his designee to execute the Agreement for Conveyance of Rights-of-Way in substantially the form attached hereto as Exhibit "C" between Country Club of Miami Estates Improvement Association, Inc. and Miami-Dade County.

The foregoing resolution was sponsored by Commissioner Natacha Seijas and 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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

José "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairman thereupon declared the resolution duly passed and adopted this 6th day of February, 2007. 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Thomas Goldstein

PETITION TO VACATE

TO: Board of County Commissioners
Miami-Dade County, Florida

Country Club of Miami Estates Improvement Association, Inc. (the "Association"), a Florida not for profit corporation organized and in good standing under Chapter 617 Florida Statutes, and a "homeowner association" as defined in Chapter 720 Florida Statutes, Section 720.301(9), hereby petitions the Board of County Commissioners of Miami Dade County, Florida to grant this petition and states in support:

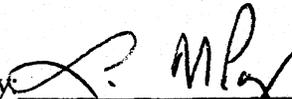
1. This petition is made pursuant to Chapter 336 Florida Statutes, Section 336.125, to request Miami-Dade County, Florida to abandon and convey to the Association the County's and the public's interest in certain roads, rights-of-way and appurtenant drainage facilities.
2. The residential subdivision encompassed by this petition and for which the Association is the governing and sole homeowners' association is Country Club of Miami Estates, Section One, according to the plat thereof recorded in Plat Book 75, Page 6, of the Public Records of Miami-Dade County, Florida (not including Country Club of Miami Fairway Townhouses, Plat Book 86, Page 13; or Country Club of Miami Fairway Townhouses First Addition, Plat Book 92, Page 2).
3. The roads, rights-of-way and appurtenant drainage facilities that are the subject of this petition are dedicated in the plat of Country Club of Miami Estates, Section One, recorded in Plat Book 75, Page 6, of the Public Records of Miami-Dade County, Florida (not including Country Club of Miami Fairway Townhouses, Plat Book 86, Page 13; or Country Club of Miami Fairway Townhouses First Addition, Plat Book 92, Page 2). The specific roads encompassed by this petition are North Saint Andrews Drive, South Saint Andrews Drive, East Saint Andrews Drive, West Saint Andrews Drive, Merion Point Road, Pinehurst Drive, Wingfoot Drive, Royal Birkdale Drive and Guy Del Russo Parkway f/k/a Saint Andrews Parkway (See attached sketch).
4. Pursuant to Section 336.125(1)(a)1, the purpose of this petition is to convert the Country Club of Miami Estates, Section One, subdivision to a gated neighborhood with restricted public access.
5. To satisfy Section 336.125(1)(a)2, the Association has obtained from at least four-fifths of the owners of record of property located in the Country Club of Miami Estates, Section One, subdivision written consent to the abandonment and simultaneous conveyance to the Association of the subject roads, rights-of-way and appurtenant drainage facilities. Attached hereto is a list of the names, folio numbers and addresses of such consenting owners, together with the signed originals of such consenting owners' written consents.

6. The Association meets the requirements of Section 336.125(1)(a)3. In particular, the Association is both a corporation not for profit organized and in good standing under Chapter 617 Florida Statutes, and a "homeowners' association" as defined in Chapter 720, Florida Statutes, Section 720.301(9), with the power to levy and collect assessments for routine and periodic major maintenance and operation of street lighting, drainage, sidewalks and pavement in the subdivision (there presently are no sidewalks within the subdivision). Attached hereto is a copy of the Association's Third Revised Declaration of Protective Covenants recorded in Official Records Book 14024, at page 1929, of the Public Records of Miami-Dade County, Florida. Pursuant to paragraph 5 of the declaration, the Association has plenary power to levy and collect annual and special assessments to improve and maintain properties, services and facilities devoted to promoting the health, safety and welfare of the residents of the subdivision, including repair, replacement and additions, and further including the cost of labor, equipment, materials, management and supervision.
7. Pursuant to Section 336.125(1)(a)4, the Association is prepared to enter into and execute such agreements, covenants, warranties, and other instruments; has provided, and hereby provides assurance of, such funds, reserve funds, and funding sources; and is prepared to satisfy such other requirements and conditions as may be established or imposed by the County with respect to the ongoing operation, maintenance and repair and the periodic reconstruction or replacement of the roads, drainage, street lighting and any future sidewalks (there presently are no sidewalks within the subdivision) in the subdivision after the abandonment by the County.
8. Pursuant to Section 336.125(b), the Association shall install, operate, maintain, repair and replace all signs, signals, markings, striping, guardrails and other traffic control devices necessary or useful for the private roads unless an agreement is entered into between the County and the Association, as authorized under Section 316.006(3)(b), expressly providing that the County has traffic control jurisdiction.
9. Pursuant to Section 336.125(2), upon abandonment of the roads and rights-of-way and the conveyance thereof to the Association, the Association shall have all the rights, title and interest in the roads and rights-of-way, including all appurtenant drainage facilities, as were previously vested in the County. The Association thereafter shall hold the roads and rights-of-way in trust for the benefit of the owners of the property in the subdivision, and shall operate, maintain, repair, and, from time to time, replace and reconstruct the roads, street lighting, sidewalks, and drainage facilities as necessary to ensure their use and enjoyment by the property owners, tenants, and residents of the subdivision and their guests and invitees.
10. The Association's application fee in the amount of \$800.00 accompanies this petition. The Association respectfully requests that the processing fee be waived.

Wherefore, the Association respectfully requests that this petition be granted by resolution adopted after public hearing on notice.

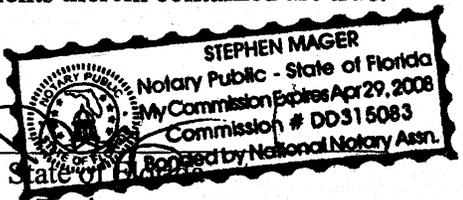
Respectfully submitted,

Country Club of Miami Estates Improvement Association, Inc.

By: 
Larry Pacey, as president

State of Florida)
County of Miami-Dade)

The foregoing Petition to Vacate was acknowledged before me on November 10, 2005, by Larry Pacey, as president of Country Club of Miami Estates Improvement Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or produced DL as identification and who did take an oath that he read and is authorized to make the petition and that the statements therein contained are true.


Notary Public, State of Florida
My Commission Expires:

My Commission Expires:

David Salzman ✓	19401 W. St. Andrews Drive	30-20-02-001-1130
Alexander & Lilliam Penelas ✓	19321 W. St. Andrews Drive	30-20-02-001-1150
Garland & Cynthia Curry ✓	19301 W. St. Andrews Drive	30-20-02-001-1160
Maurice & Paula Bardwell ✓	19241 W. St. Andrews Drive	30-20-02-001-1170
Lucious & Ora Harris ✓	19221 W. St. Andrews Drive	30-20-02-001-1180
Porfirio M. Bonet ✓	19201 S. St. Andrews Drive	30-20-02-001-1190
Wissam & Lucy Naamani ✓	19151 S. St. Andrews Drive	30-20-02-001-1200
Armando Rodriguez & Vivian Garcia-Rodriguez ✓	19141 S. St. Andrews Drive	30-20-02-001-1210
Luis & Ana Cabral ✓	19131 S. St. Andrews Drive	30-20-02-001-1220
Anthony & Maggie Mora ✓	19140 Royal Birkdale Drive	30-20-02-001-1230
Sergio & Teresa Vidal ✓	19220 Royal Birkdale Drive	30-20-02-001-1250
Maureen Cervino & Francisco Gonzalez ✓	19240 Royal Birkdale Drive	30-20-02-001-1260
Ana M. Bonotti ✓	19300 Royal Birkdale Drive	30-20-02-001-1270
Roland & Florence Gomez ✓	19340 Royal Birkdale Drive	30-20-02-001-1290
Maria O. Vanderwerf ✓	19400 Royal Birkdale Drive	30-20-02-001-1300
Segundo Sosa ✓	19410 Royal Birkdale Drive	30-20-02-001-1310
Lydia M. Sierra ✓	19420 Royal Birkdale Drive	30-20-02-001-1320
Makbib & Gerawork Diro ✓	19440 Royal Birkdale Drive	30-20-02-001-1340
Manfreth & Renay Neilly ✓	6801 Winged Foot Drive	30-20-02-001-1370
Ramon & Acela Vazquez ✓	6821 Winged Foot Drive	30-20-02-001-1380
Celia Charet ✓	6831 Winged Foot Drive	30-20-02-001-1390
Elaine Murphy ✓	6851 Winged Foot Drive	30-20-02-001-1400
Lorenzo Castillo ✓	6891 Winged Foot Drive	30-20-02-001-1420
Maisie White ✓	6890 Pinehurst Drive	30-20-02-001-1430
Patrick & Karen Killen ✓	6880 Pinehurst Drive	30-20-02-001-1440
Gerald & Vivian Fusco ✓	6860 Pinehurst Drive	30-20-02-001-1450
Trevor & Elizabeth Stewart ✓	6840 Pinehurst Drive	30-20-02-001-1460
Orlando & Kathleen White ✓	6820 Pinehurst Drive	30-20-02-001-1470
Maria L. Woody ✓	6815 Pinehurst Drive	30-20-02-001-1490
Daniel & Amparo Wahl ✓	6831 Pinehurst Drive	30-20-02-001-1500
Richard & Barbara Gibson ✓	6875 Pinehurst Drive	30-20-02-001-1520
Richard & Mariaelena Vidal ✓	6895 Pinehurst Drive	30-20-02-001-1530
Carlos Rodriguez ✓	6890 N. St. Andrews Drive	30-20-02-001-1540
Jorge & Adis Hernandez ✓	6870 N. St. Andrews Drive	30-20-02-001-1550
Victor M. Acevedo ✓	6850 N. St. Andrews Drive	30-20-02-001-1560
Richard & Diane Nicol ✓	6830 N. St. Andrews Drive	30-20-02-001-1570
Thierry & Dominique Sparfel ✓	6810 N. St. Andrews Drive	30-20-02-001-1580
* Richard + Marlene Uribe ✓	19240 W. ST. Andrews Dr.	30-20-02-001-0350
Jose + Martha Rodriguez ✓	19325 E. ST. Andrews Dr.	30-20-02-001-0600

NAME	ADDRESS	FOLIO NUMBER
Jose L. Cuna ✓	19501 E. St. Andrews Drive	30-20-02-001-0010
Jorge & Yvette Gonzalez ✓	19525 E. St. Andrews Drive	30-20-02-001-0020
Jorge Martinez ✓	19601 E. St. Andrews Drive	30-20-02-001-0030
Maikel & Ainayi Alfonso ✓	19625 E. St. Andrews Drive	30-20-02-001-0040
Donald & Gail Bednar ✓	19645 E. St. Andrews Drive	30-20-02-001-0050
George & Lori Bahadue ✓	19665 E. St. Andrews Drive	30-20-02-001-0060
Osiris Cruz ✓	19701 E. St. Andrews Drive	30-20-02-001-0070
Jose & Vilma Arias ✓	19725 E. St. Andrews Drive	30-20-02-001-0080
Henry Celoge ✓	19745 E. St. Andrews Drive	30-20-02-001-0090
Jeffrey Kaiser ✓	19801 E. St. Andrews Drive	30-20-02-001-0100
Wilson Velandia ✓	6821 N. St. Andrews Drive	30-20-02-001-0120
Ralph & Barbara Mills ✓	6841 N. St. Andrews Drive	30-20-02-001-0130
Kenneth & Martha Haber ✓	6881 N. St. Andrews Drive	30-20-02-001-0150
Ignacio & Ana Quintana ✓	19800 W. St Andrews Drive	30-20-02-001-0170
Jose Banderas ✓	19740 W. St. Andrews Drive	30-20-02-001-0180
Helene Masaitas ✓	19720 W. St. Andrews Drive	30-20-02-001-0190
Ana Martin-Hidalgo ✓	19700 W. St. Andrews Drive	30-20-02-001-0200
Edward King ✓	19640 W. St. Andrews Drive	30-20-02-001-0220
Orlando & Mary Machado ✓	19620 W. St. Andrews Drive	30-20-02-001-0230
William & Betty Viands ✓	19600 W. St. Andrews Drive	30-20-02-001-0240
Braulio Ruiz ✓	19540 W. St. Andrews Drive	30-20-02-001-0250
Herland Gutierrez ✓	19500 W. St. Andrews Drive	30-20-02-001-0270
Jose Gutierrez ✓	19440 W. St. Andrews Drive	30-20-02-001-0280
Roberto & Gladys Cayon ✓	19420 W. St. Andrews Drive	30-20-02-001-0290
Manuel & Ana Rodriguez ✓	19400 W. St. Andrews Drive	30-20-02-001-0300
Enrique & Sandra Hernandez ✓	19360 W. St. Andrews Drive	30-20-02-001-0310
Raymond Garcia ✓	19340 W. St. Andrews Drive	30-20-02-001-0320
Thomas & Donna Demirgian ✓	19320 W. St. Andrews Drive	30-20-02-001-0330
Ismael & Helen Gonzalez ✓	19300 W. St. Andrews Drive	30-20-02-001-0340
Jeffrey Robertson ✓	19230 S. St. Andrews Drive	30-20-02-001-0360
Beverly Pyke ✓	19220 S. St. Andrews Drive	30-20-02-001-0370
Donald & Michele Jetton ✓	19200 S. St. Andrews Drive	30-20-02-001-0380
Anne F. Sheeran ✓	19150 S. St. Andrews Drive	30-20-02-001-0390
Paul & Alice Everett ✓	19130 S. St. Andrews Drive	30-20-02-001-0400
Roberto & Maria Graupera ✓	19120 Royal Birkdale Drive	30-20-02-001-0410
Dennis Smith ✓	19080 Royal Birkdale Drive	30-20-02-001-0420
Martin & Nancy Karp ✓	19040 Merion Point Road	30-20-02-001-0430
Jesus & Lorelei Freiria ✓	19000 Merion Point Road	30-20-02-001-0470
Roberto & Rosa Santos ✓	19001 E. St. Andrews Drive	30-20-02-001-0480
Ralph & Helen Miles ✓	19015 E. St. Andrews Drive	30-20-02-001-0490
Mauricio Lacayo Jr. ✓	19035 E. St. Andrews Drive	30-20-02-001-0510
Arlyns DelaRiva ✓	19045 E. St. Andrews Drive	30-20-02-001-0520
William & Helen Compton ✓	19101 E. St. Andrews Drive	30-20-02-001-0530
Frank & Carmen Townsend ✓	19125 E. St. Andrews Drive	30-20-02-001-0540

David & Pascale Henrickson ✓	19225 E. St. Andrews Drive	30-20-02-001-0570
Carl & Jessie O'Shields ✓	19245 E. St. Andrews Drive	30-20-02-001-0580
Phafulchan & Sumitra Patel ✓	19345 E. St. Andrews Drive	30-20-02-001-0610
Gary & Donna Dumas ✓	19365 E. St. Andrews Drive	30-20-02-001-0620
Carmen Orozco ✓	19401 E. St. Andrews Drive	30-20-02-001-0630
Jesus P. Cruz ✓	19425 E. St. Andrews Drive	30-20-02-001-0640
Laurence & Hilda Pacey ✓	19445 E. St. Andrews Drive	30-20-02-001-0650
Ovidio & Caridad Mendez ✓	19360 E. St. Andrews Drive	30-20-02-001-0660
William Player ✓	19340 E. St. Andrews Drive	30-20-02-001-0670
Kevin & Monica Hagan ✓	19320 E. St. Andrews Drive	30-20-02-001-0680
Roy & Sharon Brown ✓	19300 E. St. Andrews Drive	30-20-02-001-0690
Lesline Ffrench ✓	19240 E. St. Andrews Drive	30-20-02-001-0700
Luis & Samia Decubas ✓	19220 E. St. Andrews Drive	30-20-02-001-0710
Rick & Carmen Admani ✓	19200 E. St. Andrews Drive	30-20-02-001-0720
Sara Stoddard ✓	19140 E. St. Andrews Drive	30-20-02-001-0730
Gustavo & Nora Alonso ✓	19120 E. St. Andrews Drive	30-20-02-001-0740
Wyeidra Bailey ✓	19100 E. St. Andrews Drive	30-20-02-001-0750
Maria Fernandez ✓	19031 S. St. Andrews Drive	30-20-02-001-0770
Ernest Paul & Ana O'Dell ✓	19141 Royal Birkdale Drive	30-20-02-001-0780
Herland Gutierrez ✓	19161 Royal Birkdale Drive	30-20-02-001-0790
Maria Valls ✓	19201 Royal Birkdale Drive	30-20-02-001-0800
Manuel & Haydee Paez ✓	19221 Royal Birkdale Drive	30-20-02-001-0810
Mercedes Decubas ✓	19241 Royal Birkdale Drive	30-20-02-001-0820
Nelson Acosta ✓	19301 Royal Birkdale Drive	30-20-02-001-0840
Theodore & Laura Marano ✓	19321 Royal Birkdale Drive	30-20-02-001-0850
James Wolfe ✓	19401 Royal Birkdale Drive	30-20-02-001-0860
Idania Fernandez ✓	19421 Royal Birkdale Drive	30-20-02-001-0870
Joseph & Ann Hagan ✓	19001 Merion Point Road	30-20-02-001-0880
Mario & Rosario Diaz ✓	19011 Merion Point Road	30-20-02-001-0890
Gustavo & Danay Alonso (Rizo) ✓	19021 Merion Point Road	30-20-02-001-0900
Harold & Betty Kravitz ✓	19031 Merion Point Road	30-20-02-001-0910
Eric & Natasha Carr ✓	19100 S. St. Andrews Drive	30-20-02-001-0920
Juan & Cecilia Zambrano ✓	19040 S. St. Andrews Drive	30-20-02-001-0930
Joanne C. Todd ✓	19030 S. St. Andrews Drive	30-20-02-001-0940
Delroy & Heather Cowan ✓	19500 E. St. Andrews Drive	30-20-02-001-0960
Guido F. Nodal Trust ✓	19520 E. St. Andrews Drive	30-20-02-001-0970
Douglas & Marilyn Spencer ✓	19600 E. St. Andrews Drive	30-20-02-001-0980
Nelson Acosta ✓	6820 Winged Foot Drive	30-20-02-001-1000
Jorge L. Gomez ✓	6830 Winged Foot Drive	30-20-02-001-1010
Jose & Miriam Pacheco ✓	6880 Winged Foot Drive	30-20-02-001-1040
Guno & Pearl Ritfeld ✓	6890 Winged Foot Drive	30-20-02-001-1050
Ernesto & Xiomara Grafton ✓	19621 W. St. Andrews Drive	30-20-02-001-1060
Liliana Sanchez ✓	19541 W. St. Andrews Drive	30-20-02-001-1080
Alain & Genevieve Guilbaud ✓	19501 W. St. Andrews Drive	30-20-02-001-1100
Gerald & Susan Reid ✓	19441 W. St. Andrews Drive	30-20-02-001-1110

SECTION 02 TOWNSHIP 52 RANGE 40



Legend

-  Road Closing
-  Lot Lines

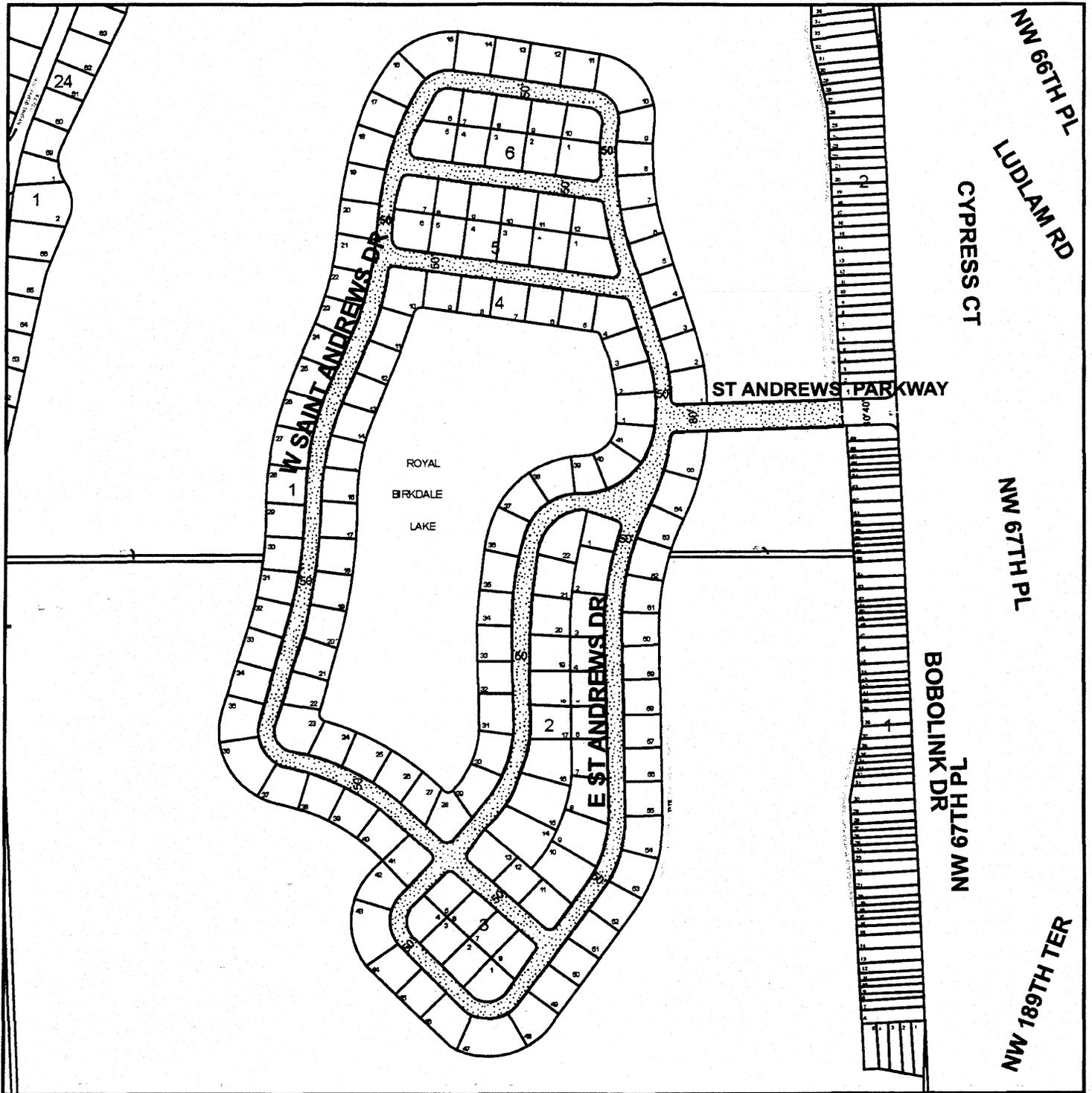
EXHIBIT "A"

P-820

14



SECTION 02 TOWNSHIP 52 RANGE 40



P-820

15



Yazmin Moreno
Senior Cadastral Technician
March 07, 2006

Return to:
Right-of-Way Division .
Miami-Dade County Public Works Dept .
111 NW 1st Street .
Miami, FL 33128-1970 .

Instrument prepared by: .
Luis F. Lacau Jr., P.L.S. .
Miami-Dade County Public Works Dept .
111 N.W. 1st Street .
Miami, FL 33128-1970 .

Folio No. .

**COUNTY DEED FOR ROAD RIGHTS-OF-WAY
AND APPURTENAT DRAINAGE FACILITIES**

THIS DEED, Made this _____ day of _____, A.D. 2007, by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is: Metro-Dade Center, 111 N.W. 1st Street, Miami, Florida 33128-1963, party of the first part, and **COUNTRY CLUB OF MIAMI ESTATES IMPROVEMENT ASSOCIATION, INC**, whose address is 6751 Guy Del Russo Parkway, Hialeah, Florida 33015, party of the second part,

WITNESSETH:

THAT the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors, and assigns forever, all of the roads and rights-of-way dedicated in the Plat of "Country Club Estates Section One" as recorded in Plat Book 75, Page 6, Public Records of Miami-Dade County, Florida, (not including Country Club of Miami Fairway Townhouses, as shown in Plat Book 86, Page 13; or Country Club of Miami Fairway Townhouses First Addition, as shown in Plat Book 92, Page 2 of the Public Records of Miami Dade County) less the East 150 feet of St. Guy Del Russo Parkway f/k/a Saint Andrews Parkway, and further including all drainage facilities appurtenant to such roads and rights-of-way.

The specific roads, rights of way and appurtenant drainage facilities conveyed by this instrument are North Saint Andrews Drive, South Saint Andrews Drive, East Saint Andrews Drive, West Saint Andrews Drive,

Merion Point Road, Pinehurst Drive, Wingfoot Drive, Royal Birdlake Drive and Guy Del Russo Parkway f/k/a Saint Andrews Parkway, less the East 150 feet of Guy Del Russo Parkway f/k/a Saint Andrews Parkway, and all rights of way and drainage facilities appurtenant to such roads (but not including the rights of way and drainage facilities appurtenant to the East 150 feet of Guy Del Russo Parkway f/k/a Saint Andrews Parkway).

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same. This grant is being made in accordance with Section 336.125, Florida Statutes (2006) and the Agreement For Conveyance of Rights-of-Way attached hereto and incorporated herein; and the Country Club of Miami Estates Improvement Association, Inc. shall hold the described roads and rights-of-way in trust, in perpetuity, subject to the Agreement, for the benefit of the owners of property within Country Club of Miami Estates Section One.

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Mayor and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid.

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____
Deputy Clerk

By: _____
Mayor

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, A.D. 2007.

AGREEMENT FOR CONVEYANCE OF RIGHTS-OF-WAY

THIS AGREEMENT is made this _____ day of _____ 2007, by and between **COUNTRY CLUB OF MIAMI ESTATES IMPROVEMENT ASSOCIATION, INC.**, a homeowners association, whose address is 6751 Guy Del Russo Parkway, Hialeah, Florida, 33015, hereinafter referred to as the **ASSOCIATION** and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose address is 111 NW 1st Street, 16 Floor, Miami, Florida 33128, hereinafter referred to as the **COUNTY**.

WITNESSETH

WHEREAS, the ASSOCIATION has filed under Section 336.125, Florida Statute (FS) (2006) a road closing petition with Miami-Dade County requesting the COUNTY to abandon and convey to the association all roads, rights-of-way and appurtenant drainage facilities (hereinafter "Rights-of-Way") dedicated to the COUNTY in the residential subdivision Plat , recorded at Plat Book, 75, Page 6, of the Public Records of Miami-Dade County, Florida, copy attached hereto as Exhibit "A" and incorporated herein by reference (not including Country Club of Miami Fairway Townhouses, as shown in Plat Book 86, Page 13; or Country Club of Miami Fairway Townhouses First Addition, as shown in Plat Book 92, Page 2 of the Public Records of Miami Dade County).

WHEREAS, the ASSOCIATION has requested abandonment and conveyance of said Rights-of-Way converting the subdivision to a gated neighborhood with restricted public access; and

WHEREAS, the ASSOCIATION in compliance with Section 336.126(1)(a), has provided the COUNTY with documentation that no fewer than four fifths of the owners of record located in the subdivision have consented in writing to the abandonment and simultaneous conveyance to the ASSOCIATION; and

WHEREAS, the ASSOCIATION has provided the COUNTY with documentation that the ASSOCIATION is both a not for profit corporation and homeowners association as defined in Section 720.301(9) FS (2006) with the power to levy and collect assessments; and

WHEREAS, the COUNTY is specifically authorized to abandon and convey such public Rights-of-Way to a homeowners association for the purpose of converting the subdivision to a gate neighborhood with restricted public access.

NOW, THEREFORE, in consideration of the abandoning and conveying said Rights-of-Way and other good and valuable considerations, the receipt whereof is hereby acknowledged, the ASSOCIATION and the COUNTY agree as follows:

- 1- The ASSOCIATION hereby accepts the Rights-of-Way abandoned and conveyed by the COUNTY by Resolution No. R-_____ certified copy

attached hereto as Exhibit "B" and incorporated herein by reference and the COUNTY deed shall be recorded by the Association in the Public Records of Miami-Dade County.

- 2- The ASSOCIATION shall install, operate, maintain, repair, and replace all signs, signals, markings, striping, guardrails, and other traffic control devices necessary or useful for the private roads, in compliance with the Public Works Department Standards.
- 3- The ASSOCIATION shall operate, maintain, repair, and from time to time, replace and reconstruct the roads, street lighting, sidewalks (if applicable), and drainage facilities as necessary to ensure their use and enjoyment by the property owners, tenants, and residents of the subdivision and their guest and invitees in compliance with the Public Works Department Standards.
- 4- The COUNTY may inspect the Rights-of-Way at any time for compliance with this agreement.
- 5- The ASSOCIATION'S failure to properly operate and maintain the rights-of-way to proper standards shall be deemed a default under this Agreement. The ASSOCIATION must take whatever corrective action is necessary as determined by the Public Works Department of the COUNTY within sixty (60) days of written notification by the Public Works Department of default, unless extended by mutual agreement.
- 6- In the event the default by the ASSOCIATION hereunder is not cured as required by the Public Works Department, the COUNTY may in its sole discretion either enter said private Rights-of-Way to make such necessary repairs and perform such necessary maintenance or declare this Agreement null and void and re-enter, take possession and revert ownership of the rights-of-way to the COUNTY. If the COUNTY makes repairs or performs maintenance to said Rights-of-Way, then any monies spent therefore shall be levied and collected as an assessment against the property owners for such repairs or maintenance performed. If the COUNTY should declare this Agreement null and void, the ASSOCIATION agrees, upon request of the COUNTY to execute a deed re-conveying said Rights-of-Way to the COUNTY.
- 7- The ASSOCIATION shall comply with all statutes, ordinances, rules, orders, regulations or requirements of the Federal, State, County, and City Governments and of any and all their departments and bureaus for the correction, prevention and abatement of nuisances or other grievances, in or upon the Subject Area, which must be complied with by reason of the nature of the use of the Rights-of-Way by the ASSOCIATION.
- 8- The ASSOCIATION covenants that it will indemnify and save the County harmless against any and all liability, loss, cost, penalty, damage, expense, and judgment arising from injury or by damage to persons or property, occasioned in whole or in part by any act or omission of the ASSOCIATION, or of any business associates, guests, customers, employees or agents of

the ASSOCIATION growing out of the use, repair, maintenance and occupancy of the Rights-of-Way.

IN WITNESS WHEREOF, the ASSOCIATION and the COUNTY have caused this Agreement to be executed by duly authorized officers on the dates indicated below.

Signed, sealed and delivered
in the presence of:

Country Club of Miami Estates Improvement
Association, Inc.
a Florida Non for Profit Corporation

By: _____
(Insert Name/Title)

Print Name

Date: _____

Print Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____, as _____ of Country Club of Miami Estates Improvement Association, Inc., a Florida Non Profit Corporation. He/she is personally known to me.

Signature of Notary Public

Name of Notary printed or typed
My commission expires:

MIAMI-DADE COUNTY
BY: Its Board of County Commissioners

By: _____
County Manager

Date: _____

ATTESTED:

By: _____

Clerk of the Courts

Approved as to form
and legal sufficiency

County Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me _____ day of
_____, 2007, by Resolution No. _____ of the Board of County
Commissioners of Miami-Dade County, Florida.