

Memorandum



Date: January 10, 2008

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

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

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Acceptance of a Counteroffer in the Amount of \$7,662,303.75 for the Acquisition of the Property Located at 3333 NW 38th Street Which is Needed for Construction of the Metrorail Phase I – Orange Line (MIC - Earlington Heights Connector Project)

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the Mayor or his designee to accept a counteroffer as stipulated in Exhibit "C" in the amount of \$7,662,303.75, inclusive of \$162,303.75 in attorney and expert fees, from Airport Mini Storage Associates, Ltd. This property, which is located at 3333 NW 38th Street and encompasses Parcel 121, is needed for the construction of the Metrorail Phase I - Orange Line (MIC - Earlington Heights Connector Project).

SCOPE

The subject property is associated with the construction of the Metrorail Phase I - Orange Line, the end result of this project benefits all public transportation users Countywide.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact to the County is \$7,662,303.75. The acquisition of property as well as the services previously procured are necessary for the aforementioned project and are funded through a combination of the \$100 million awarded by the State of Florida towards this project and proceeds from the Charter County Transit System Surtax (Surtax). The Metrorail Phase I - Orange Line is a priority corridor and is budgeted as part of the People's Transportation Plan (PTP).

BACKGROUND

The subject property legally described in Exhibit "A" and depicted in Exhibit "B" is developed with a one-story self-storage facility including seventeen (17) attached buildings, located on a 127,305 square foot (2.9 acres) site (parent tract); of which 38,048 square feet (0.87 acre) is needed by Miami-Dade Transit (MDT). The aforementioned site is needed for the construction of this corridor, which is a vital project of the PTP approved by the Miami-Dade County voters on November 5, 2002.

On March 7, 2006, the BCC approved Resolution No. R-280-06 authorizing the employment of appraisers for the Phase I - Orange Line. On July 6, 2006, the BCC approved Resolution No. R-285-06 authorizing the acquisition of land for the right-of-way needed for the construction of this phase of the Orange Line.

On September 29, 2006, a written offer in the amount of \$3,910,000 for the purchase of the 38,048 square feet of improved property known as (Parcel 121) was presented to the property owner and was based on the appraisal report dated June 7, 2006.

The initial offer was rejected and the seller made a counteroffer to sell Parcel 121 for \$5,500,000 or the entire parent tract for \$7,500,000. The County's appraiser established the value of the parent tract at \$7,000,000; and as part of on going negotiations the appraisal was updated on April 17, 2007 to reflect the current value of Parcel 121 at \$4,015,000, with no change in value to the parent tract.

Approval of the counteroffer for the purchase of the parent tract at \$7, 662,303.75, inclusive of statutory attorney fees and costs, will allow Miami-Dade County to close this parcel administratively in an expeditious manner and minimize the potential for delays in the commencement of construction. It is also in the County's best interest to acquire the extra land rather than incur the cost and expenditure associated with an eminent domain proceeding. The acquisition of the entire tract will also provide improved access to the site during construction of the corridor, and will supply the contractor with a construction lay down area to store supplies and equipment.


Assistant County Manager



MEMORANDUM

(Revised)

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

DATE: January 10, 2008

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

SUBJECT: Agenda Item No. 8(P)(1)(D)

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(P)(1)(D)
01-10-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACCEPTANCE OF A COUNTEROFFER IN THE AMOUNT OF \$7,662,303.75 FOR THE ACQUISITION OF THE PROPERTY LOCATED AT 3333 NW 38 STREET WHICH IS NEEDED FOR CONSTRUCTION OF THE METRORAIL PHASE I – ORANGE LINE (MIC-EARLINGTON HEIGHTS CONNECTOR PROJECT)

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 hereby accepts the counteroffer contained in the Contract for Sale and Purchase in the amount of \$7,662,303.75 from Airport Mini Storage Associates, LTD., as seller, and Miami-Dade County, as Buyer, and authorizes the Mayor or his designee to acquire said land in fee simple title. The property being acquired is legally described in Exhibit "A" and depicted on the Location Map in Exhibit "B" and the property owner's counteroffer in Exhibit "C" attached hereto and made a part hereof.

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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman
Jose "Pepe" Diaz
Carlos A. Gimenez
Joe A. Martinez
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of January, 2008. This resolution shall become effective as follows: (1) 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, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

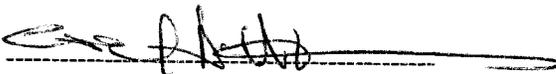
Parcel No. 121
MIC-Earlington Heights Connector Project
Contract No. TR05-EHT-PE
Miami-Dade County, Florida

Legal Description
(Fee Simple)

Parcel 121

That portion of Tract A, lying South of the 36th Street Expressway of a Replat of a portion of 36th STREET HIGHLANDS, according to the Plat thereof, recorded in Plat Book 69, at Page 31 of the Public Records of Dade County, Florida; and Lots 13, 14, 15, 16, 17, and 18, in Block 3, of 36th STREET HIGHLANDS, according to the Plat thereof, recorded in Plat Book 22, at Page 73 of the Public Records of Dade County, Florida.

Miami-Dade County Transit Department
Right of Way & Utilities Division, Engineering Section
701 NW 1 Court, 15th Floor
Miami, Florida 33136

By: 
Carol A. Wilson, PLS
Professional Land Survey No. 5340
State of Florida

NOTICE: Unless it bears the signature and the original raised seal of a Florida licensed Surveyor and Mapper, this sketch is for informational purposes only and is not valid.

Revised Date:

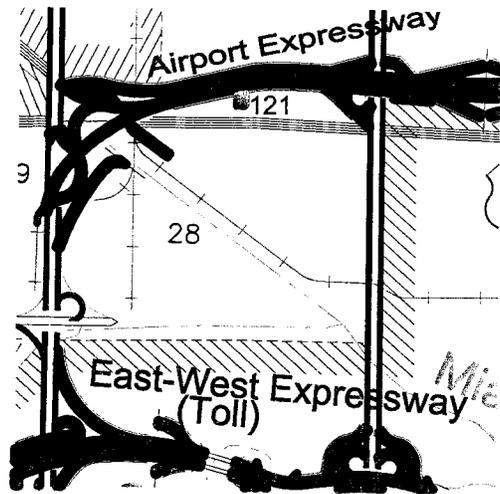
Date: October 5, 2007

EXHIBIT "A"
(Sheet 1 of 1)

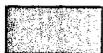
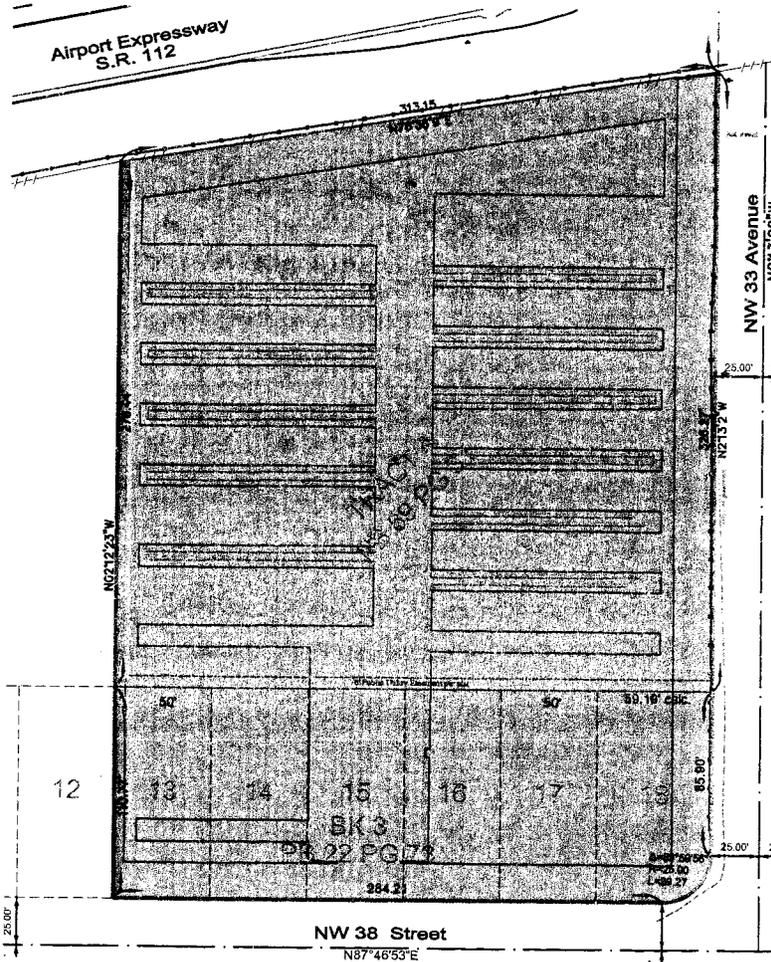
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EXHIBIT "B"

SEC 21
TWP 53 S
RGE 41 E



LOCATION MAP Not to Scale



Area to be acquired by Miami-Dade Transit (Parent 121-2.923 ACRES)

CONTRACT FOR SALE AND PURCHASE

Project Name: MIC/Earlington Heights Connector
Project No: 2004-0676
Parcel #: 121
Folio: 30-3121-044-0010

This **Contract for Sale and Purchase** is entered into as of the ____ day of July, 2007, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and its successors in interest, hereinafter referred to as "Buyer", whose post office address is 111 N.W. 1st Street, Suite 1510, Miami, Florida 33128-1970 and **Airport Mini Storage Associates, LTD.**, a Florida Limited Partnership hereinafter referred to as "Seller", whose post office address is 3333 NW 38th Avenue, Miami, FL 33142-5033.

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

1. REALTY. Seller agrees to sell to Buyer, and its successors in interest, for the MIC/Earlington Heights Connector, that certain real property comprising approximately 2.923 acres (127,305 square feet) more specifically described in **Exhibit "A"**, together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, riparian rights and other rights appurtenant to said real property, all fill and top soil thereon, all oil, gas and mineral rights possessed by Seller, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, and all right, title and interest of Seller in and to any and all covenants, restrictions, and agreements benefiting the real property (All of the foregoing being referred to as the "Property").

2. PURCHASE PRICE. Buyer agrees to pay a purchase price of **\$7,500,000.00 (Seven Million Five Hundred Thousand and 00/100 Dollars)**, exclusive of all previously dedicated rights of way, if any. The said price will be paid at closing by Miami-Dade County check for Property referenced in "Exhibit A" herein.

Buyer and Seller agree all fees and costs associated with this agreement are identified as follow:

Harry C. Newstreet & Associates (R.E. Appraiser)	\$ 12,082.50
Gerson, Preston, Robinson & Company, P.A. (CPA)	\$ 5,221.25
Hicks & Schreiber, P.A. (Legal Representative)	\$145,000.00

The total for this all inclusive settlement agreement is **\$7,662,303.75.**

3. INTEREST CONVEYED. Seller is the recorded owner of the fee simple title to the subject Property, and agrees to convey good, marketable and insurable title by Warranty Deed.

Exhibit "C"

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, calculated up to, but not including the day of closing, and 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 agrees 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. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects. If Seller is unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to Buyer, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option. Seller shall pay all reasonable recording fees for corrective instruments required hereunder. Should the estimated cost to cure said title defect exceed a sum which is equal to 2% of the purchase price as stated in paragraph 2, Seller may elect to terminate this contract and neither party shall have further obligations under this Contract.

6. ENVIRONMENTAL CONDITIONS. Buyer may, 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). The Seller hereby authorizes 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 Seller shall, at Seller's sole cost and expense and prior to closing, promptly and diligently commence and complete all assessments, cleanups and monitoring of such contamination on the Property necessary to obtain full compliance with all applicable federal, state and local laws, ordinances, rules and regulations and any other applicable governmental restriction.

7. SURVEY. No later than 30 days prior to the closing date Buyer may obtain at Buyer's sole cost and expense, a current certified survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to Buyer and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Buyer and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the survey shows any encroachment on the Property or that any improvements on the Property encroach on the land of others, the same shall be regarded as a title defect.

8. TENANCIES. 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)

Mercy Fonseca & family (Onsite Property Manager)

Please see the current Rent Roll of occupied storage units (attached)

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

10. PERSONAL PROPERTY. Should Miami-Dade County enter a contract to purchase the entire property, the property owner, Airport Mini Storage Associates, Ltd. will be considered eligible for relocation benefits in accordance with 49 CFR, Part 24. Airport Mini Storage Associates, Ltd. has elected not to pursue relocation entitlements and hereby waives all rights to claim relocation benefits associated with this purchase.

11. CLOSING. The closing of this transaction shall be completed within 60 days of the execution of this contract or as soon as can reasonably be accomplished within the constraints of the Miami-Dade County Commission's Meeting Calendar. The precise date, time and place of closing shall be set by Buyer.

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

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

14. EXPENSES. Buyer shall be responsible for recording fees on the Warranty Deed as well as payment of Florida Documentary Stamp Tax and Miami-Dade County Surtax on the Warranty Deed, if any.

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

16. POSSESSION. Seller shall deliver possession of the property and keys to all locks to Buyer at closing. Seller agrees that no unoccupied units will be rented once this document is executed by both parties. A current list of the occupied units and the names and addresses of the renters shall be provided by Seller upon execution of this contract.

17. DEFAULT. If Seller defaults under this Contract, Buyer may waive the default and proceed with closing or seek specific performance. If Buyer defaults under this Contract, Seller may waive the default and proceed with closing, or seek specific performance.

18. LITIGATION. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

19. DISCLOSURE. Seller warrants that there are no facts known to Seller which materially affects the value of the Property which have not been disclosed by Seller 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 agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents within and to the extent of all limitations of Section 768.28, Florida Statutes.

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, FL, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, FL.

23. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

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 effectiveness of this Contract is contingent upon a public hearing approval pursuant to Section 33-303 of the Code of Miami-Dade County, if required, and approval by the Florida Department of Transportation or the Federal Transit Agency, if required. Further, it shall be understood that since proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for all or some part of the cost of this project, no approval of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until the following have occurred: 1) the County Commission approves this contract, and such approval becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and 2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its approval by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. The date of such approval of the Contract by Buyer as set forth above is the Effective Date of this Contract. Buyer agrees to promptly deliver to Seller the executed Contract within ten (10) days of the Effective Date.

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

as to Buyer:

Mr. Jerry Borbolla
Chief, Right of Way and Utilities
Miami-Dade Transit
111 N.W. 1 Street, Suite 1510
Miami, FL 33128-1970

as to Seller:

Mr. J. Wiley Hicks
Mr. Robert A. Schreiber
Hicks & Schreiber, P.A.
890 South Dixie Highway
Coral Gables, FL 33146

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

ATTEST:

**BUYER:
MIAMI-DADE COUNTY**

By: _____
Clerk

By: _____
Assistant County Manager

DATE: _____

Approved as to form
and legal sufficiency.

Assistant County Attorney

**SELLER(S):
Airport Mini Storage Associates,
LTD.**

Signed, sealed and delivered in the presence of:

Witness: 

Printed Name: ROBERT M. CORNWALL



**By: Robert D. Grossman, Sr., General
Partner, who represents that he is
authorized on behalf of Airport Mini Storage
Associates, LTD.**

Witness: 

Printed Name: Wiley Hicks

Date: 7/10/07

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

I HEREBY CERTIFY, that on this 10th day of July, 2007, before me, personally appeared Robert D. Grossman, Sr., personally known to me, or proven, by producing the following identification: _____ to be a partner of Airport Mini Storage Associates, LTD., a Florida Limited Partnership, under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said partner(s) severally acknowledged before me that (he) executed said instrument acting under the authority duly vested by said partnership.

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



NOTARY SEAL/STAMP

Bradley Goldring
Notary Signature
Bradley Goldring
Printed Notary Name

Notary Public, State of FLORIDA

My commission expires: 2/10/2010

Commission/Serial No. DD496738

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

Project Name: MIC/Earlington Heights Connector
Project No: 2004-0676
Parcel #: 121
Folios: 30-3121-044-0010

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, **Robert D. Grossman, Sr.**, ("Affiant(s)") this 10th day of July, 2007, 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) **Airport Mini Storage Associates, LTD.**, a Florida Limited Partnership, whose address is **3333 NW 38th Street, Miami, FL, 33142-5033**, is the record owner of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property"). As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida 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>
Robert D. Grossman	1000 Quayside Drive Miami, FL 33138	
Trust of Robert D. Grossman	Same as Above	
Suzanne Abel		
Suzanne Abel Family Trust		
Stanley Good		
Dennis & Laura Good	as joint tenants with right of survivorship	

See Attached

NAME	ADDRESS
Robert D. Grossman	1000 Quayside Terrace, #1705 Miami, FI 33138
Trust of Carolyn Grossman	1000 Quayside Terrace, #1705 Miami, FI 33138
Susan Abel	3451 NE 210th St. Aventura, FI 33179
Susan Abel Family Trust	3451 NE 210th St. Aventura, FI 33179
Stanley Gould	4100 Hillside Drive Butte, Montana, 59701
Dean and Laura Gould as Joint Tenants with full Rights of Survivorship	121 West Long Lake Road, 3rd floor, bloomfield hills, MI, 48304
Audrey B. Grossman Revocable Inter-Vivos Trust U/A/D 3-18-74, as amended	121 West Long Lake Road, 4th Floor bloomfield hills, MI, 48304
Nancy S. Goldring	13105 Arch Creek Terrace, North Miami, FI 33181
Betsy Sley Grossman	9644 Berman Woods Way, Potomac, MD 20854
Shelly Wright Trust	41158 Scarborough Lane, Novi, MI, 48375
Michael Farrell	121 West Long Lake Road, 4th Floor bloomfield hills, MI, 48304

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

FURTHER AFFIANT(S) SAYETH NOT.

AFFIANT(s)

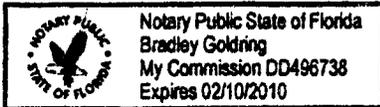
Robert D. Grossman

By: Robert D. Grossman, Sr., Partner
who represents that he is authorized on
behalf of Airport Mini Storage Associates,
LTD.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 10th day of July, 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Robert D. Grossman, Sr.** (personally known to me,) or proven, by producing the following identification: _____ to be a Partner of Airport Mini Storage Associates, LTD., a corporation under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officer(s) severally acknowledged before me that (he) executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

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



Bradley Goldring

Notary Signature

Bradley Goldring

Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of Florida

My commission expires: 2/10/2010

Commission/Serial No. DD496738

CONTRACT FOR SALE AND PURCHASE

Legal Description
(Fee Simple)

Parcel 121

That portion of Tract A, lying South of the 36th Street Expressway of a Replat of a portion of 36th STREET HIGHLANDS, according to the Plat thereof, recorded in Plat Book 69, at Page 31 of the Public Records of Dade County, Florida; and Lots 13, 14, 15, 16, 17 and 18, in Block 3, of the 36th STREET HIGHLANDS, according to the Plat thereof, recorded in Plat Book 22, at Page 73 of the Public Records of Dade County, Florida.

EXHIBIT "A"

18