Memorandum

MIAMI-DADE COUNTY

Date: September 2, 2008

Agenda Item No. 8(F)(1)(B)

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

From: George M. Burgess
County Manager

Subject: Acquisition of approximately 19,000 square feet of land containing three single family structures, located at 1042, 1100 and 1110 S.W. 3 Avenue, including the vacated portion of S.W. 11 Street located between 1042 and 1100 S.W. 3 Avenue, for the purpose of constructing a new Pump Station 8

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Contract for Sale and Purchase of approximately 19,000 square feet of land containing three single family structures, located at 1042, 1100 and 1110 S.W. 3 Avenue, including the vacated portion of S.W. 11 Street located between 1042 and 1100 S.W. 3 Avenue, for $2,000,000.00 from Paul and Marlene Proenza, and Gables Units Investments Corporation, a Florida for Profit Corporation, for the purpose of constructing a new Pump Station 8, which serves the Brickell Avenue corridor. This item was prepared by General Services Administration at the request of Miami-Dade Miami-Dade Water and Sewer Department (MDWASD).

OWNERS:	Paul and Marlene Proenza Gables Units Investments Corporation, a Florida for Profit Corporation Paul Proenza, Director and Marlene Proenza, Director
TAX FOLIO NUMBERS:	01-0207-070-1180, 01-4138-051-0120, 01-4138-051-0130, including the vacated portion of S.W. 11 Street per City of Miami Resolution 06-0194, located between folio numbers 01-0207-070-1180 and 01-4138-051-0130
SIZE:	19,000 square feet
LOCATION:	1042, 1100, 1110 S.W. 3 Avenue, and the vacated portion of S.W. 11 Street, Miami
COMMISSION DISTRICT:	5
COMMISSION DISTRICT IMPACTED:	5
ZONING:	R-4 Multifamily High-Density Residential. According to the City of Miami Zoning Department, the pump station is a permitted use under the current zoning.
ENVIRONMENTAL:	An environmental site assessment has been prepared by the Department of Environmental Resources Management (DERM) and no evidence of contamination or violation is cited in the report.

TRACK RECORD: The County has no record of negative contract performance issues with Paul and Marlene Proenza, or Gables Units Investments Corporation.

PURCHASE PRICE: After extended negotiations, several offers and counter offers, the property owner agreed to sell the property for $2,000,000.00.

APPRAISED VALUE: Two State-Certified MAI Appraisers hired by the County valued the property at $1,750,000.00 and $2,090,000.00. The dates of valuation are January 28, 2008 and December 28, 2007, respectively.

BACKGROUND: The Miami-Dade Water and Sewer Department (WASD) has a need to replace Pump Station 8, currently located in the median of S.W. 3 Avenue (Brickell Avenue), which serves the Brickell Avenue corridor. Because of the physical constraints of this location, which preclude any further expansion, this critical pump station does not have, and cannot be equipped with an emergency power generator to insure uninterrupted service during power failures. The scope of work associated with this project includes the construction of gravity sewer mains, the sanitary sewer pump station, including an emergency power generator, and a force main for a complete and functional system. These parcels are considered to be the ideal location for the new pump station, are adequately sized and can accommodate future expansion, if necessary. This proposed acquisition is essential for the completion of the project.

JUSTIFICATION: At the current location, Pump Station 8 cannot be expanded in order to accommodate the increased density of its service area, or to provide critically needed back-up emergency power. In addition, the Brickell Avenue corridor location is prone to flooding, which occurred during the 2005 hurricanes, causing the pump station to be out-of-service for a period of 5 to 6 months.

DEVELOPMENT SCHEDULE: Although WASD is not under a regulatory agency mandated deadline for the construction of the Pump Station 8 replacement, they have been trying for the last five years to find a suitable site for the construction of this pump station. Initially, WASD tried to have some of the developments in the area provide the land; however, because of the vertical nature of most of the construction activity in the area, an adequate parcel could not be carved out from those projects for this pump station. These lots, which were being offered for sale for multi-story, high density development, are contiguous and in the general location that WASD is looking for, adequately sized, and WASD could acquire and use them entirely. WASD's multi-year capital plan calls for design to commence during FY 08-09 and construction to be completed by FY 10-11.

FUNDING SOURCES:	FY 2007-2008 approved Capital Budget, Project #9653371, page 285, funded by wastewater connection charges and WASD revenue bonds sold. The budget allocated for the proposed acquisition is $2,500,000.00.
MONITOR:	Shannon Clark, Real Estate Officer
DELEGATED AUTHORITY:	Authorizes the County Mayor or his designee to execute a Contract for Sale and Purchase and take all actions necessary to accomplish the purchase of the property.

Director
General Services Administration

MEMORANDUM

(Revised)

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

DATE: September 2, 2008

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

SUBJECT: Agenda Item No. 8(F)(1)(B)

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(F)(1)(B)
9-2-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE, IN THE AMOUNT OF $2,000,000, BETWEEN PAUL AND MARLENE PROENZA, AND GABLES UNITS INVESTMENTS CORPORATION, A FLORIDA FOR PROFIT CORPORATION, AS SELLERS, AND MIAMI-DADE COUNTY, AS BUYER OF APPROXIMATELY 19,000 SQUARE FEET OF IMPROVED PROPERTY LOCATED AT 1042, 1100, AND 1110 S.W. 3 AVENUE, INCLUDING THE VACATED PORTION OF S.W. 11 STREET, MIAMI, FOR THE PURPOSE OF CONSTRUCTING A NEW PUMP STATION 8, WHICH SERVES THE BRICKELL AVENUE CORRIDOR; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

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 approves a Contract for Sale and Purchase in the amount of $2,000,000, between Paul and Marlene Proenza, and Gables Units Investments Corporation, a Florida for Profit Corporation, as Sellers, and Miami-Dade County as Buyer, of approximately 19,000 square feet of improved property, located at located at 1042, 1100 and 1110 S.W. 3 Avenue, including the vacated portion of S.W. 11 Street, Miami, for the purpose of constructing a new Pump Station 8, which serves the Brickell Avenue corridor; and authorizing the County Mayor or his designee to execute the same for and on behalf of Miami-Dade County; and authorizing the County Mayor or his designee to exercise any and all other rights conferred 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:

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

Jose "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 Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of September, 2008. 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

CONTRACT FOR SALE AND PURCHASE

Project: Water and Sewer Department Brickell Area Pump Station #8
Folios: 01-0207-070-1180
01-4138-051-0120
01-4138-051-0130
Including the vacated SW 11th Street Parcel

This Contract for Sale and Purchase is entered into as of the 13 day of May, 2008 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer", Paul and Marlene Proenza, husband and wife, whose address is 5978 Miller Drive, Miami, Florida 33155, and Gables Units Investments Corp., a Florida corporation, whose address is 1825 Ponce De Leon Blvd., Unit 417, Coral Gables, Florida 33134 hereinafter referred to as "Sellers."

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

1. REALTY. Sellers agree to sell to Buyer that certain real property described in **Exhibit "A",** which will be legally described by a certified boundary survey prior to closing; together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, and other rights appurtenant to real property, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Sellers, if any, and all right, title and interest of Sellers in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, if any, and all right, title and interest of Sellers in and to any and all covenants, restrictions, agreements and riparian rights benefiting the real property, if any. (All of the foregoing being referred to as the "Property").

2. PURCHASE PRICE. Buyer agrees to pay to Sellers a purchase price of **$2,000,000.00** (Two Million and 00/100 Dollars) (the "Purchase Price"). The Purchase Price to be paid at closing shall be also subject to the other adjustments and the pro-rations provided for herein. The Purchase Price will be paid in cash at closing by Miami-Dade County check or by wire transfer of U.S. funds for the Property referenced in "Exhibit A and Exhibit B" herein.

3. INTEREST CONVEYED. Sellers are the recorded owners of the fee simple title to the subject Property, and agree to convey good, marketable and insurable title by Warranty Deed (the "Deed").

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Sellers responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro-rata taxes to the day of closing and any delinquent taxes, if any, in escrow with the Miami-Dade County Tax Collector. Any and all personal property taxes shall be prorated at closing.

5. TITLE INSURANCE. Buyer shall, at Buyer's own cost and expense, and within fifteen (15) business days following the Effective Date, obtain a title insurance commitment ("Title

Commitment") with respect to the Property from a title insurance company licensed by the State of Florida (the "Title Company"). Subsequent to Closing, Buyer, at Buyer's own cost and expense, shall have the Title Company issue an owner's title insurance policy (ALTA Form "B") to Buyer, in the amount of the Purchase Price. Said policy shall show a marketable title to the Property in the Sellers' name. In addition, the policy shall insure title to the Property for the period between Closing and recording of the Deed. Prior to the date that is twenty five (25) business days following the Effective Date (the "Title Review Period"), Buyer shall review the Title Commitment and any exceptions to title referenced therein, and shall report title defects, if any, in writing to the Sellers. Notwithstanding anything herein to the contrary, Buyer may only object to title matters that render title to the Property unmarketable and uninsurable according to the applicable title standards adopted by the authority of The Florida Bar and in accordance with law. Sellers shall have no obligation to cure any such title defects, but Sellers shall notify Buyer within three (3) business days after receipt of Buyers notice of title defects as to whether Sellers are willing to cure all or any of such title defects. Buyer's sole remedy shall be to terminate this Contract prior to the expiration of the Inspection Period if Buyer is not satisfied with Sellers' election as to title matters. In the event that Sellers elect to cure any title defects, Sellers shall have until the date of Closing to attempt to cure such defects; Sellers shall not be required to commence litigation or expend monies in order to cure any such title defects. If Sellers are unable to cure such title defects after electing to attempt to cure such defects, then Buyer shall have the option (to be exercised on or prior to the date of Closing) of either accepting title as it then is and closing on the date of Closing without reduction in the Purchase Price, or terminating this Contract in writing and thereupon Buyer and Sellers shall be released of all further obligations under this Contract except those that explicitly survive termination of this Contract. In the event that Buyer fails to timely terminate this Contract pursuant to the terms of this Section 5, Buyer shall be deemed to have elected to accept title as it then is and shall proceed to Closing without reduction in the Purchase Price.

6. INSPECTIONS/HAZARDOUS MATERIALS: Buyer shall, at its own cost and expense, and prior to the date that is sixty (60) days following the Effective Date (the "Inspection Period"), obtain a Letter of Current Enforcement Status of the Property by the Dade County Department of Environmental Resources Management (DERM) and conduct any tests required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. Buyer shall restore and repair any damage to the Property caused by Buyer's inspections. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste; it shall also include solid waste or debris of any kind. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Property, Buyer may elect to terminate this Contract by providing written notice of such termination to Sellers prior to the expiration of the Inspection Period, whereupon both Buyer and Sellers shall be released from all further obligations hereunder. In the event that Buyer does not provide written notice of termination prior to the expiration of the Inspection Period, then Buyer shall be deemed to have waived such right of termination, to have accepted the Property in its as-is condition and shall proceed to Closing without reduction in the Purchase Price. Buyer acknowledges that Buyer is acquiring the Property in its "AS IS" condition. Buyer acknowledges and agrees that Sellers have not made, does not make and specifically negates and disclaims any representations or warranties concerning or with respect to the Property except to

the extent specifically provided in this Contract. Buyer, during the Inspection Period, shall review and consider the nature of this transaction and will have the opportunity during the Inspection Period to inspect and thoroughly investigate all aspects of the Property and this transaction. In electing not to terminate this Contract during the Inspection Period, Buyer shall have determined that the Property and this transaction are satisfactory to Buyer in all respects and Buyer is purchasing the Property in "AS IS" condition. Buyer acknowledges and agrees that: (i) the Purchase Price was specifically negotiated on the basis of an "AS IS" transaction, and (ii) the "AS IS" nature of the transaction was a material inducement for Sellers to enter into this Contract. In electing to proceed after the Inspection Period, Buyer has relied and will rely solely on Buyer's own independent investigations and inspections, and Buyer has not relied and will not rely on any representation of Sellers. In that regard, Buyer acknowledges and agrees that Sellers have not made any representations or warranties in connection with this transaction or the Property, except those, if any, which are specifically set forth in the Agreement. Based on the "AS IS" nature of this transaction, Sellers shall have no obligation to repair any aspect of the Property.

7. SURVEY. During the Title Review Period Buyer shall obtain at its 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 Buyer shall notify Sellers prior to the expiration of the Title Review Period, and the same shall be treated as a title defect pursuant to the terms of Section 5 above.

8. TENANCIES. Sellers further warrant and represent that no person is living on or occupying the Property, other than tenants, as tenants only; provided, however, that at Closing, Sellers shall deliver exclusive possession (free of any tenancies) to Buyer. Sellers must furnish to Buyer an Owner Affidavit acknowledging and agreeing that Buyer will not close the purchase of the property until the property is 100% vacant. Sellers shall remove, at their sole cost and expense, any items of personal property remaining on the property, and shall deliver possession of the property at Closing to the County, free of tenants, occupants, and any personal property. Closing shall rely on verification by Sellers sworn affidavit; that, no person is living on or occupying property, all personal property has been removed from the property, and the County will inspect and verify prior to closing; that no person is living on or occupying the property and all personal property has been removed from premises.

9. LIENS. Certified municipal and county liens, if any, shall be paid in full at or before closing by the Sellers. 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, the Sellers shall pay such lien.

10. CLOSING. The closing of this transaction shall be completed within 120 days of the Effective Date (the "Closing") unless otherwise extended, pursuant to a written extension

executed by both Buyer and Sellers or as otherwise expressly provided herein. The precise date, time and place of Closing shall be set by Buyer; provided, however, that Buyer shall provide Sellers with at least thirty (30) days notice of Closing. Anything herein to the contrary notwithstanding, the Sellers shall have the option to extend the date of Closing in order to cause tenants to vacate the Property.

11. TIME. Buyer and Sellers mutually agree to fully and timely execute such customary papers as deemed reasonably necessary by Buyer's and Sellers' 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 Sellers or Buyer. Unless expressly set forth otherwise herein, all time periods shall be determined on consecutive days (i.e., including Saturdays, Sundays, and legal holidays), however if any time period provided for herein expires on a Saturday, Sunday, or legal holiday, such time period shall be extended until 5:00 PM (Eastern Time) of the following business day.

12. BROKERS. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Sellers. Buyer represents and warrants that Buyer has not dealt with any broker other than Sperry Van Ness New Miami Realty Corp. Sellers shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.

13. EXPENSES. Buyer shall be responsible for recording fees on the Warranty Deed. Sellers shall be responsible for the payment of Florida Documentary Stamp Taxes and Dade County Surtax on the Warranty Deed.

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

15. ACCESS. Sellers warrant and represent that there is legal ingress and egress to the Property.

16. POSSESSION. Sellers shall deliver possession of the Property and keys to all locks, if any, to the Buyer at closing.

17. DEFAULT. If Sellers default under this Contract, Buyer may terminate this Contract or waive the default and proceed with closing or seek specific performance without seeking damages. If Buyer defaults under this Contract, Sellers may terminate this Contract or waive the default and proceed with closing, or seek specific performance without seeking damages.

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. Sellers warrant there are no facts actually known to Sellers (without independent investigation), which materially affect the value of the Property which has not been disclosed by Sellers 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. Sellers agree 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 Sellers harmless for damage or injury caused by Buyer and its agents within and to the extent of all limitations of Section 768.28, Florida Statutes.

22. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners, Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

23. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Sellers 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. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

26. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"), as well as public hearing for governmental facility approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable; provided, however, that such Board approval shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract.

27. NOTICE. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be effectively served and delivered (a) when delivered personally; (b) when given by facsimile (with confirmation of receipt and a copy mailed by first-

class U.S. mail); (c) one (1) business day following deposit with a recognized national air courier service; or (d) three (3) business days after being deposited in the United States mail in a sealed envelope, postage prepaid, return receipt requested to the appropriate party at the following address (or such other address for a party as shall be specified by notice pursuant hereto):

as to Buyer:	Shannon Clark Real Estate Officer Miami-Dade County General Services Administration 111 NW 1st Street, Suite 2460 Miami, Florida 33128
as to Sellers:	Paul and Marlene Proenza 5978 Miller Drive Miami, Florida 33155 Gables Units Investments Corp., a Florida corporation 1825 Ponce De Leon Blvd., Unit 417 Coral Gables, Florida 33134
with a copy to:	Greenberg Traurig, P.A. 1221 Brickell Avenue Miami, Florida 33131 Attn: Ricardo Fraga, Esq.

[signatures on following page]

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

ATTEST:

By: _____
Clerk

BUYER:
MIAMI-DADE COUNTY

By: _____
Mayor
Date: _____

Witness
GABRIEL SERRANO
Print

Witness
ROCHELLE L. GOLDSTEIN
Print

Witness
Juan Leal
Print

SELLER:
Paul Proenza

By: _____
Paul Proenza
Date: 5/13/2008

SELLER:
Marlene Proenza

By: _____
Marlene Proenza
Date: 5/13/2008

Witness
GABRIEL SERRANO
Print

Witness
ROCHELLE L. GOLDSTEIN
Print

Witness
Juan Leal
Print

Witness

Print

SELLER:
GABLES UNITS INVESTMENTS CORP.,
a Florida corporation

By: _____
Paul Proenza, Director
Date: 5/13/2008

By: _____
Marlene Proenza, Director
Date: 5/13/2008

4/21/08

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

The foregoing was accepted and approved on the 13th day of _____, ____, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

STATE OF Florida
COUNTY OF Miami-Dade

I HEREBY CERTIFY, that on this 13th day of May, 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, **Paul Proenza** and **Marlene Proenza**, who are personally known to me, or proven, by producing the following identification: N/A to be the persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami in the County and State aforesaid, on this, the 13 day of May, 2008.

Rochelle L Goldstein (SEAL)
Notary Public

ROCHELLE L. GOLDSTEIN
MY COMMISSION # DD 639370
EXPIRES: February 13, 2011
Bonded Thru Budget Notary Services

_____
Print Name
Notary Public, State of _____
My Commission expires _____

NOTARY SEAL / STAMP

STATE OF Florida
COUNTY OF Miami

I HEREBY CERTIFY, that on this 13 day of May, 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, **Paul Proenza, as Director**, and **Marlene Proenza, as Director**, of **Gables Units Investments Corp.**, a Florida corporation, a political subdivision of the State of Florida, who is personally known to me or has produced N/A as identification to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami, in the County and State aforesaid, on this, the 13 day of May, 2008.

Rochelle L Goldstein

4/21/08

ROCHELLE L. GOLDSTEIN
MY COMMISSION # DD 639370
EXPIRES: February 13, 2011
Bonded Thru Budget Notary Services

Exhibit "A"

Folio #01-0207-070-1180

The South 50 feet of lots 19 and 20, Block 77, City of Miami, South, according to the Plat thereof, in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida,

and

The vacated SW 11th Street Parcel,

and

Folio #01-4138-051-0130

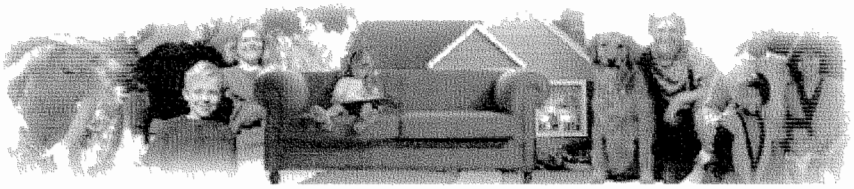
Lot 2, Block 83 South, of the Subdivision known as Miami Heights, according to the Plat thereof, as recorded in Plat Book 5, at Page 29, of the Public Records of Miami-Dade County, Florida,

and

Folio # 01-4138-051-0120

Lot 1, in Block 83, of Miami Heights, according to the Plat thereof, as Recorded in Plat Book 5 at Page 29 of the Public Records of Miami-Dade County, Florida.

My Home



miamidade.gov

ACTIVE TOOL: SELECT

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Property Information

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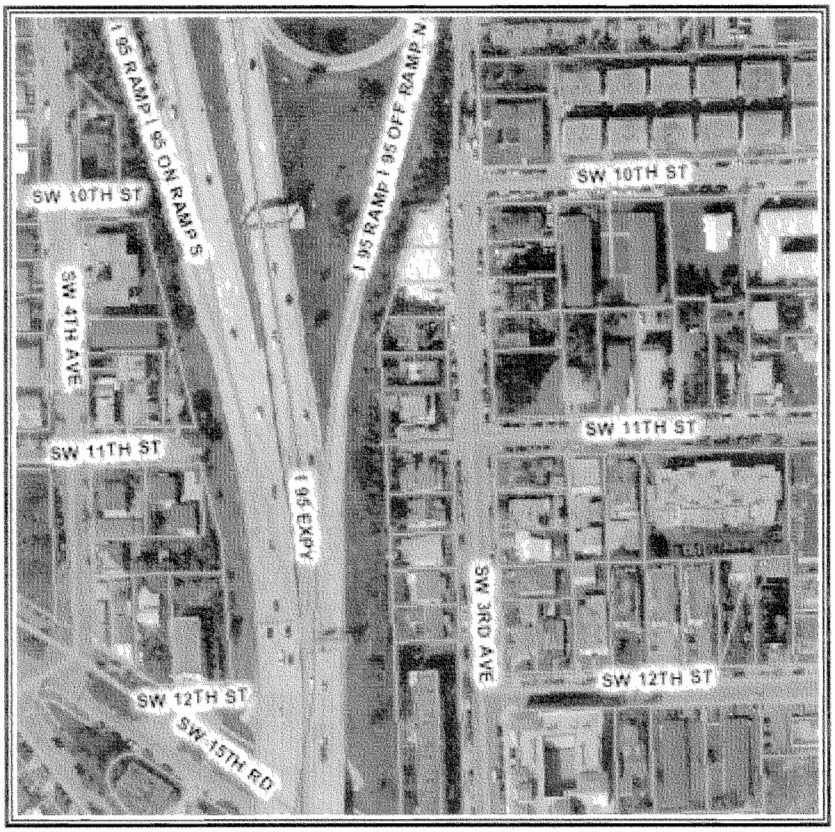
Select Item

Text only

Property Appraiser Tax Estimator



Digital Orthophotography - 2007 0 109 ft

Summary Details:

Folio No.:	01-0207-070-1180
Property:	1042 SW 3 AVE
Mailing Address:	PAUL PROENZA &W MARLENE 829 MAJORCA CORAL GABLES FL 33134-

Property Information:

Primary Zone:	5000 MULTI-FAMILY, HIGH DENSITY RESIDENTIAL
CLUC:	0001 RESIDENTIAL-SINGLE FAMILY
Beds/Baths:	4/3
Floors:	2
Living Units:	1
Adj Sq Footage:	2,771
Lot Size:	7,125 SQ FT
Year Built:	1925
Legal Description:	CITY OF MIAMI SOUTH PB B-41 S50FT LOTS 19 & 20 BLK 77 & N1/2 OF SW 11 ST LYG N & ADJ CLOSED PER R-06-0194 LOT SIZE 75.000 X 95 OR 20389-2810 0502 1

Sale Information:

Sale O/R:	20389-2810
Sale Date:	5/2002
Sale Amount:	$210,000

Assessment Information:

Year:	2007	2006
Land Value:	$154,375	$154,375
Building Value:	$8,929	$8,404
Market Value:	$163,304	$162,779
Assessed Value:	$163,304	$162,779
Total Exemptions:	$0	$0
Taxable Value:	$163,304	$162,779

Additional Information:

Click here to see more information for this property
Community Development District

My Home | Property Information | Property Taxes | My Neighborhood | Property Appraiser

Home | Using Our Site | About | Phone Directory | Privacy | Disclaimer

If you experience technical difficulties with the Property Information application, or wish to send us your comments, questions or suggestions please email us at Webmaster.

Web Site
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My Home

miamidade.gov

ACTIVE TOOL: SELECT

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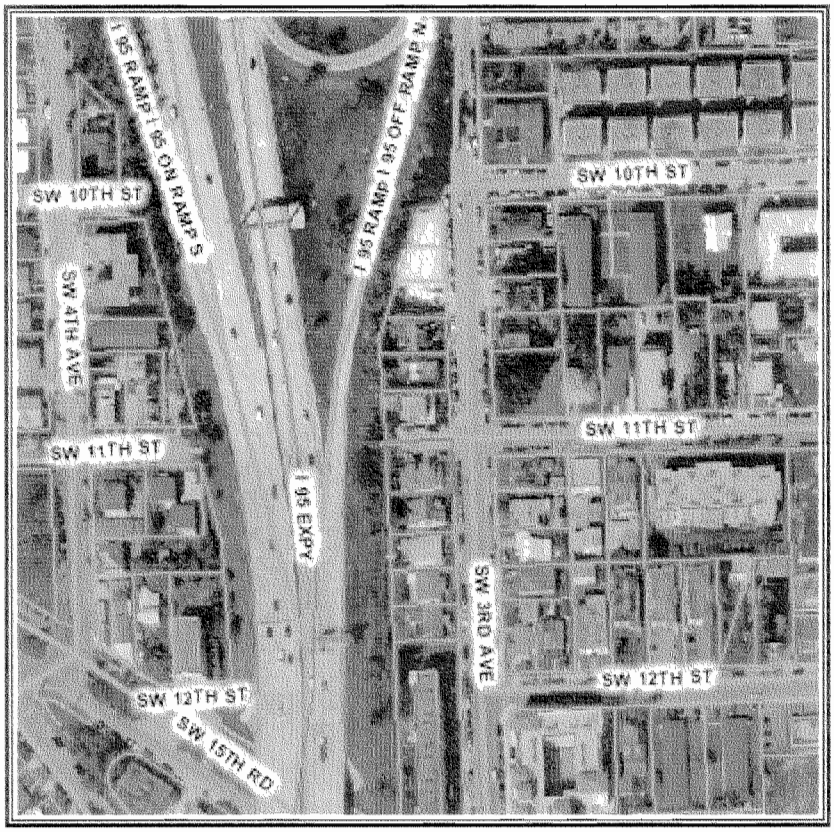
Property Information

Search By:

Select Item

Text only

Property Appraiser Tax Estimator



Digital Orthophotography - 2007 0 109 ft

Summary Details:

Folio No.:	01-4138-051-0130
Property:	1100 SW 3 AVE
Mailing Address:	PAUL PROENZA &W MARLENE 829 MAJORCA CORAL GABLES FL 33134-

Property Information:

Primary Zone:	5000 MULTI-FAMILY, HIGH DENSITY RESIDENTIAL
CLUC:	0001 RESIDENTIAL-SINGLE FAMILY
Beds/Baths:	5/2
Floors:	2
Living Units:	1
Adj Sq Footage:	2,032
Lot Size:	7,500 SQ FT
Year Built:	1917
Legal Description:	MIAMI HGTS A SUB PB 5-29 LOT 2 BLK 83 & S1/2 OF SW11 ST LYG N & ADJ CLOSED PER R-06-0194 LOT SIZE 75.000 X 100 OR 20357-0632 0402 4

Sale Information:

Sale O/R:	20221-2154
Sale Date:	2/2002
Sale Amount:	$120,000

Assessment Information:

Year:	2007	2006
Land Value:	$325,000	$325,000
Building Value:	$26,816	$25,201
Market Value:	$351,816	$350,201
Assessed Value:	$351,816	$350,201
Total Exemptions:	$0	$0
Taxable Value:	$351,816	$350,201

Additional Information:

Click here to see more information for this property
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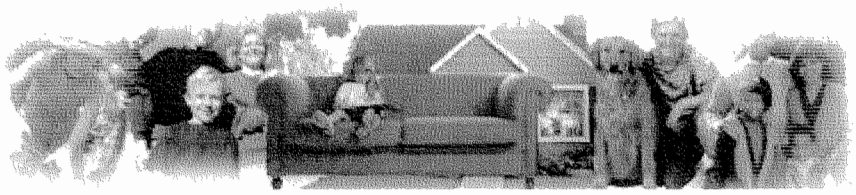

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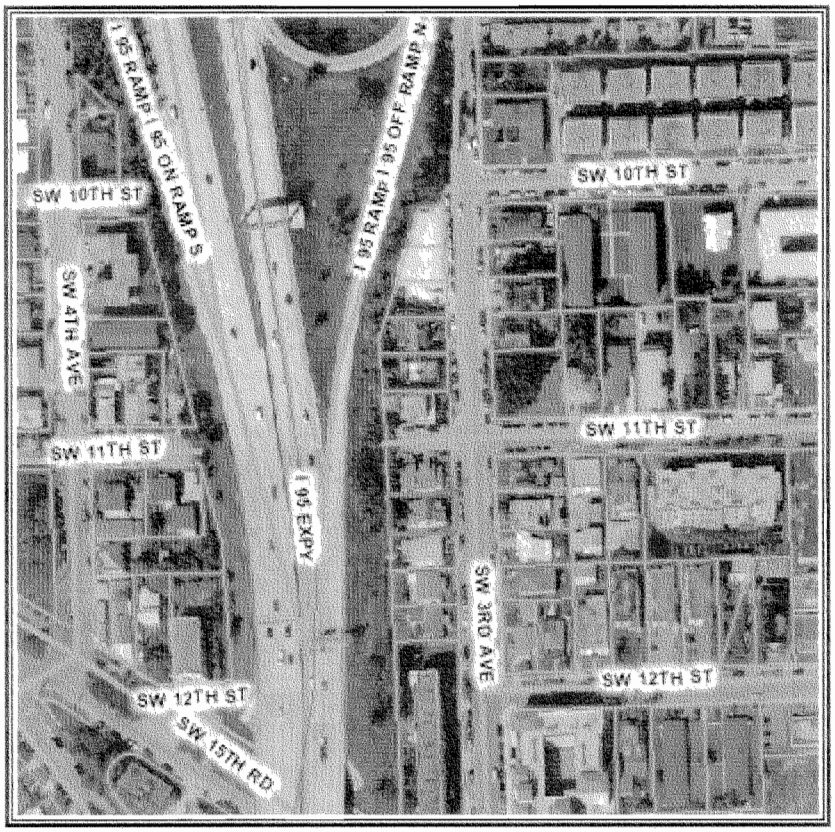
Property Appraiser Tax Estimator



Digital Orthophotography - 2007 0 109 ft

Summary Details:

Folio No.:	01-4138-051-0120
Property:	1110 SW 3 AVE
Mailing Address:	PAUL PROENZA &W MARLENE 5978 MILLER RD MIAMI FL 33155-6344

Property Information:

Primary Zone:	5000 MULTI-FAMILY, HIGH DENSITY RESIDENTIAL
CLUC:	0001 RESIDENTIAL-SINGLE FAMILY
Beds/Baths:	2/1
Floors:	1
Living Units:	1
Adj Sq Footage:	1,169
Lot Size:	4,500 SQ FT
Year Built:	1927
Legal Description:	MIAMI HGTS A SUB PB 5-29 LOT 1 BLK 83 LOT SIZE 50.000 X 100 LOT SIZE 50 X 95 OR 19014-3580 03 2000 1 COC 25053-4160 10 2006 6

Sale Information:

Sale O/R:	25053-4160
Sale Date:	10/2006
Sale Amount:	$700,000

Assessment Information:

Year:	2007	2006
Land Value:	$292,500	$292,500
Building Value:	$18,236	$17,097
Market Value:	$310,736	$309,597
Assessed Value:	$310,736	$88,949
Homestead Exemption:	$0	$25,000
Total Exemptions:	$0	$25,000
Taxable Value:	$310,736	$63,949

Additional Information:

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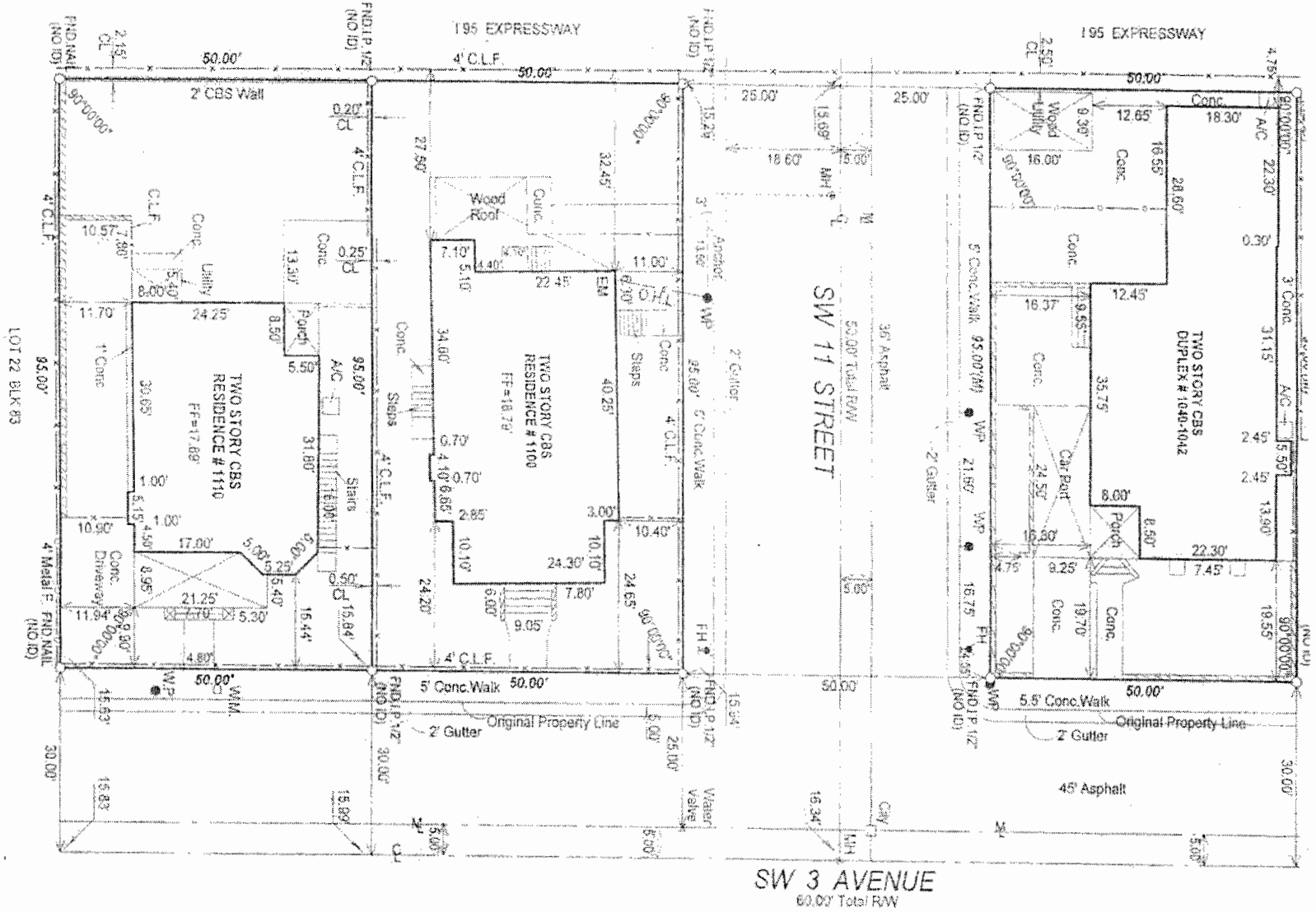
SKETCH OF BOUNDARY SURVEY



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HAS BEEN PREPARED FOR EXCLUSIVE USE OF THE ENTITIES NAMED
E CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY

ROBERTO R. BRIZUELA & ASSOCIAT

Land Surveyors

OFFICE:

7323-B WEST FLAGER STREET
MIAMI, FLORIDA 33144

PHONE: (305) 551 -4393
FAX: (305) 266 -6112

JOB NUMBE
FIELD BOO
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REVISIONS

LEGAL DESCRIPTION:

LOT 1, BLOCK 83 OF "MIAMI HEIGHTS", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 29, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE EAST 5.00 FEET THEREOF FOR RIGHT-OF-WAY.

LEGAL DESCRIPTION:

MIAMI HEIGHTS A SUB PB 5 PG 29 LOT 2 BLOCK 83 AND
CITY OF MIAMI SOUTH PB B PG 41 S 50FT LOTS 19 & 20 BLOCK 77

SURVEYOR'S NOTES:

1.) EXAMINATION OF ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.
2.) LOCATION AND IDENTIFICATION OF UTILITIES IF ANY ARE SHOWN IN ACCORDANCE WITH RECORDED PLAT.
3.) OWNERSHIP IS SUJECT TO OPINION OF TITLE.
4.) TYPE OF SURVEY." BOUNDARY SURVEY"
5.) THIS SURVEY IS NOT VALID UNLESS SIGNED AND SEALED BY THE SURVEYOR OF RECORD.
6.) ALL RIGHT OF WAYS SHOWN ARE PUBLIC UNLESS OTHERWAISE NOTED.
7.) LANDS SURVEYED AS DESCRIBED.
8.) NO UNDERGROUND INSTALLATIONS ON IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS NOTED.

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NOTE: THIS SURVEY HAS BEEN PREPARED FOR EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

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