

Memorandum



Date: October 7, 2008

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

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

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of the County Manager.

Subject: Acquisition of approximately 31,628 square feet of land containing a one-story single family home and two (2) one-story commercial structures located at 102 N.W. 62 Street and 114 N.W. 62 Street, for the purpose of constructing permanent supportive housing for formerly homeless persons and families and affordable housing for low income persons and families

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Contract for Sale and Purchase of approximately 31,628 square feet of land containing a one-story single family home located at 102 N.W. 62 Street and two (2) one-story commercial structures, located at 114 N.W. 62 Street, for \$930,000 from David Bromley, Trustee and Ausar Imoveis Limitada, LC, a Nevada Domestic Limited-Liability Company, for the purpose of constructing permanent supportive housing for formerly homeless persons and families, and affordable housing for low income persons and families. This item was prepared by General Services Administration at the request of Miami-Dade County Homeless Trust (MDHT).

OWNER: David Bromley, as Trustee of the 1021 Land Trust, and
David Bromley, Managing Member, Ausar Imoveis Limitada, LC,
a Nevada Domestic Limited-Liability Company

TAX FOLIO NUMBERS: 01-3113-052-0020 and 01-3113-052-0030

SIZE: Approximately 31,628 square feet

LOCATION: 102 N.W. 62 Street and 114 N.W. 62 Street, Miami

COMMISSION DISTRICT: 3

**COMMISSION DISTRICT
IMPACTED:** County-wide

ZONING: C-1 Restricted Commercial District. According to the City of Miami Zoning Department, the housing project 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 violations is cited in the report.

- TAXES:** The gross amount of real estate taxes for the year 2007 are \$2,980.55 for folio number 01-3113-052-0020 and \$6,535.76 for folio number 01-3113-052-0030.
- TRACK RECORD:** The County has no record of negative contract performance issues with Ausar Imoveis Limitada, LC, a Nevada Domestic Limited-Liability Company or David Bromley, Trustee.
- PURCHASE PRICE:** After extended negotiations, several offers and counter offers, the property owners agreed to sell the property for \$930,000.00.
- APPRAISED VALUE:** The two contiguous parcels were appraised together by two State-Certified Appraisers hired by the County. One appraiser valued the property at \$930,000.00 and the other appraiser valued the property at \$1,020,000.00. The dates of valuation are February 25, 2008 and January 31, 2008, respectively.
- BACKGROUND:** The Miami-Dade County Homeless Trust issued an invitation for land offers seeking properties to develop as permanent supportive housing (housing and services) for formerly homeless persons and families and affordable housing for low income persons and families under the Building Better Communities General Obligation Bond Program. In response to the invitation for land offers, sites located at 102 N.W. 62 Street and 114 N.W. 62 Street, containing approximately .73 acres, and 5429 and 5435 N.W. 6 Place, containing approximately .38 acres, were offered for sale by the property owners.
- On December 4, 2007, the Board of County Commissioners adopted as amended, Resolution No. 1334-07, authorizing staff to conduct due diligence analysis, related studies, and the employment of appraisers on two sites located at 102 N.W. 62 Street and 114 N.W. 62 Street, and 5429 and 5435 N.W. 6 Place and to enter into negotiations with the property owners to acquire the sites. As shown in Exhibit A, staff has successfully negotiated a Contract for Sale and Purchase for the 102 N.W. 62 Street and 114 N.W. 62 Street contiguous sites. Although the properties are individual parcels, they are contiguous, under the same principal ownership and were intentionally appraised and negotiated as one property, with no consideration to purchase one without the other.
- JUSTIFICATION:** If acquired, the site will be made available through a Request for Application process and subsequent lease with the County to housing developers for mixed use projects providing permanent supportive housing (housing and services) for formerly homeless persons and families and affordable housing for low income persons and families. Developers would pay the County a Lease Acquisition fee for use of the property, which the

County can then utilize to acquire additional property. This has been accomplished in coordination with the Office of Capital Improvements and the Citizens Advisory Committee and has been authorized and approved by the Miami-Dade County Homeless Trust Board.

FUNDING SOURCES: Building Better Communities General Obligation Bond program allocated to the Miami-Dade County Homeless Trust.

MONITOR: Shannon Clark, Real Estate Officer

DELEGATED AUTHORITY: Authorizes the County Mayor or the County Mayor's 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: October 7, 2008

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

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

Agenda Item No. 8(F)(1)(E)
10-7-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE, IN THE AMOUNT OF \$930,000, BETWEEN DAVID BROMLEY, TRUSTEE AND AUSAR IMOVEIS LIMITADA, LC, A NEVADA DOMESTIC LIMITED-LIABILITY COMPANY, AS SELLERS, AND MIAMI-DADE COUNTY, AS BUYER OF APPROXIMATELY 31,900 SQUARE FEET OF IMPROVED PROPERTY LOCATED AT 102 N.W. 62 STREET AND 114 N. W. 62 STREET, FOR THE PURPOSE OF CONSTRUCTING PERMANENT SUPPORTIVE HOUSING FOR FORMERLY HOMELESS PERSONS AND FAMILIES, AND AFFORDABLE HOUSING FOR LOW INCOME PERSONS AND FAMILIES; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S 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 \$930,000, between David Bromley, Trustee and Ausar Imoveis Limitada, LC, a Nevada Domestic Limited-Liability Company as Sellers, and Miami-Dade County as Buyer, of approximately 31,900 square feet of improved property, located at 102 N.W. 62 Street and 114 N.W. 62 Street, Miami, for the purpose of constructing permanent supportive housing (housing and services) for formerly homeless persons and families, and affordable housing for low income persons and families, and authorizing the County Mayor or the County Mayor's 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
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

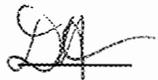
The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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.



Debra Herman



Summary Details:

Folio No.:	01-3113-052-0030
Property:	114 NW 62 ST
Mailing Address:	AUSAR IMOVEIS LIMITADA LC 1825 PONCE DE LEON #363 CORAL GABLES FL 33134

Property Information:

Primary Zone:	6100 RESTRICTED COMMERCIAL
CLUC:	0011 RETAIL
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	3,279
Lot Size:	28,500 SQ FT
Year Built:	1936
Legal Description:	ROCKMOOR PARK TR PB 4-190 LOT 2 LESS S50FT & LESS N20FT & LOT 3 THRU 8 LESS N20FT & N5FT OF LOT 14 BLK 1 LOT SIZE IRREGULAR OR 22836- 3616 11 2004 1

Sale Information:

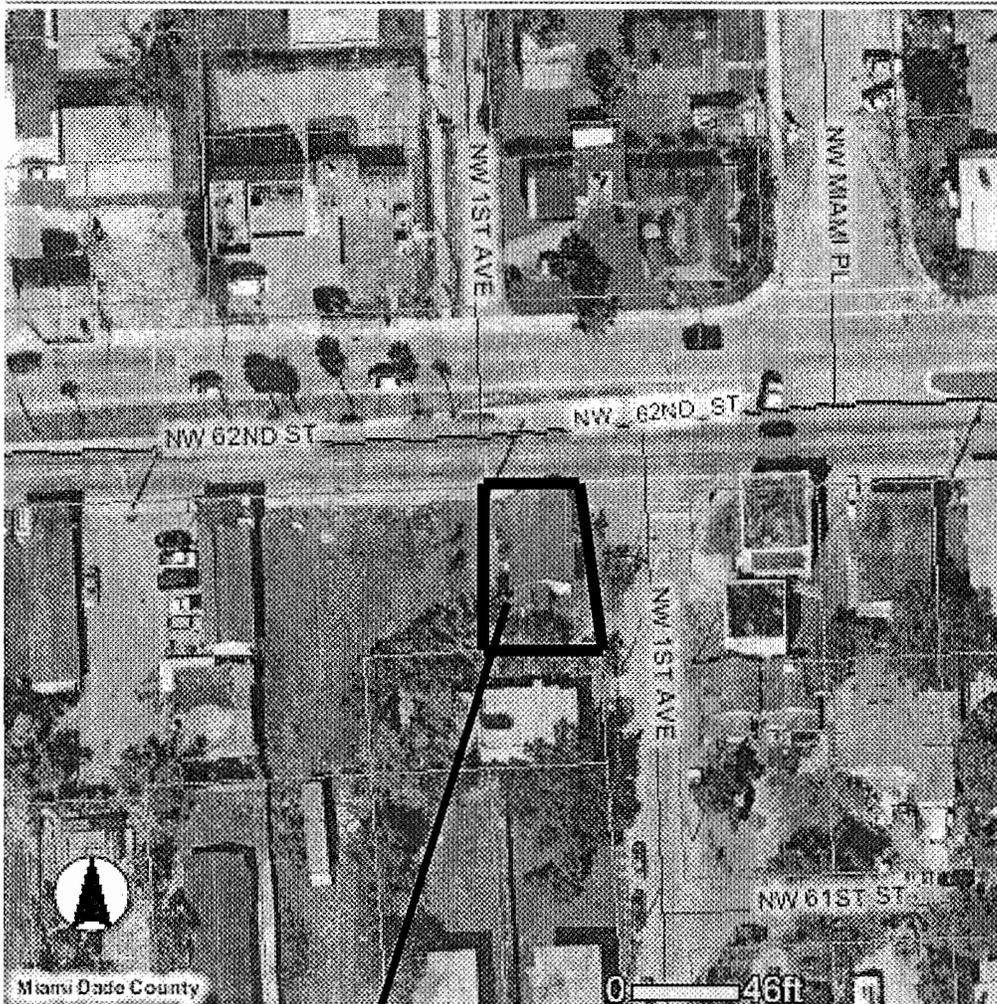
Sale O/R:	22836-3618
Sale Date:	11/2004
Sale Amount:	\$350,000

Assessment Information:

Year:	2007	2006
Land Value:	\$285,000	\$285,000
Building Value:	\$10,000	\$10,000
Market Value:	\$295,000	\$295,000
Assessed Value:	\$295,000	\$295,000
Total Exemptions:	\$0	\$0
Taxable Value:	\$295,000	\$295,000

Folio No. 01-3113-052-0030

Address: 114 NW 62 Street



Summary Details:

Folio No.:	01-3113-052-0020
Property:	102 NW 62 ST
Mailing Address:	DAVID BROMLEY (TR) 102 NW 62 ST MIAMI FL 33150-4543

Property Information:

Primary Zone:	B100 RESTRICTED COMMERCIAL
CLUC:	0001 RESIDENTIAL-SINGLE FAMILY
Beds/Baths:	2/1
Floors:	1
Living Units:	1
Adj Sq Footage:	952
Lot Size:	3,400 SQ FT
Year Built:	1926
Legal Description:	ROCKMOOR PARK TR PB 4 190 LOT 1 LESS S50FT & LESS N20FT & LESS E10FT OF S25FT OF N45FT BLK 1 LOT SIZE IRREGULAR OR 18508- 3311 0399 4

Sale Information:

Sale O/R:	24127-3997
Sale Date:	12/2005
Sale Amount:	\$150,000

Assessment Information:

Year:	2007	2006
Land Value:	\$40,800	\$40,800
Building Value:	\$60,500	\$56,930
Market Value:	\$101,300	\$97,730
Assessed Value:	\$101,300	\$97,730
Total Exemptions:	\$0	\$0
Taxable Value:	\$101,300	\$97,730

Folio No. 01-3113-052-0020
Address: 102 NW 62 Street

CONTRACT FOR SALE AND PURCHASE

Project: Miami-Dade County Homeless Trust
Folio No 01-3113-052-0020 and 01-3113-052-0030

This Contract for Sale and Purchase is entered into as of the _____ day of _____, 2008 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and David Bromley, as Trustee of the 1021 Land Trust, and Ausar Imoveis Limitada, LC, a Nevada limited liability company, whose address is c/o 1825 Ponce De Leon, Suite 363, West Miami, Florida 33134 hereinafter referred to as "Seller."

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

1. REALTY. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in Exhibit A, hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, and other rights appurtenant to real property, if any (collectively, the "Real Property"), 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 Seller, if any, 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, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Real Property, if any.

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the real property of \$930,000.00 (Nine Hundred Thirty Thousand and 00/100 Dollars), by County check or wire transfer of U.S. funds. The purchase price shall be adjusted according to the net acreage as determined by the final survey as referred to in Paragraph 7 herein, and exclusive of any dedicated rights-of-way located, thereon. The purchase price to be paid at closing shall be subject to other adjustments and prorations provided for herein and will be paid at closing by County check for the Property referenced above.

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

4. AD VALOREM TAXES. Buyer hereby covenants that it is a political subdivision of the State of Florida and is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, at its expense, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the

Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. 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 ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the Statutory Warranty Deed. If the title commitment shows title to the Property to be unmarketable and uninsurable, 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.

6. INSPECTIONS/HAZARDOUS MATERIALS. Buyer shall, at Buyer's sole cost and expense and at least thirty (30) days from the effective date of this Contract, furnish to Seller an environmental site assessment of the Property. The Buyer shall obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM) and conduct a review of the environmental site assessment as 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. 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. Should such inspections show defects to the Property, including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Seller's written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elect in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing or unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to closing at Buyer's option without adjustment to the Purchase Price such option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, Buyer or Seller may elect to terminate this Contract within fifteen (15) days of receipt of such Letter or testing reports by giving written notice to the other party, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Should Buyer and Seller elect not to terminate this Contract and proceed with Closing, Seller shall, at Seller's sole cost and expense, promptly and diligently commence and complete any and all assessments and clean ups and monitoring of the Real Property necessary to obtain full compliance with any and all applicable governmental restrictions.

7. SURVEY. Seller, at Seller's sole cost and expense and not less than 30 days prior to closing, deliver to Buyer, a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty (60) day time period is waived by Buyer and by the

Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

8. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon 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 subject to all limitations of Section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract. If Closing does not occur, Buyer shall repair and restore the Property to the condition existing prior to any test or construction on the site.

9. 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 the 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 have been removed from premises.

10. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue if any shall be prorated to the day of closing.

11. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, 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.

12. CLOSING. The closing of this transaction shall be completed within forty-five (45) days of the Effective Date of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of closing shall be set by Buyer and Seller.

13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary 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.

14. 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 Seller. 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.

15. EXPENSES. Seller shall be responsible for recording fees on the Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

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

17. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Real Property being purchased under this contract.

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

19. DEFAULT. If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

20. 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.

21. DISCLOSURE. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Real Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

22. SUCCESSORS IN INTEREST. This Contract will ensure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

23. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the

terms of this Contract; proper venue thereof will be in Miami-Dade County.

24. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

25. 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.

26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

27. 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.

28. 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.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the 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.

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

as to Buyer:

Shannon Clark
Real Estate Officer- GSA
111 NW 1st Street, Suite 2460
Miami, Florida 33128

as to Sellers:

David Bromley, as Trustee of the 1021 Land Trust
c/o 1825 Ponce De Leon, Suite 363
West Miami, Florida 33134

and

Ausar Imoveis Limitada, LC,
a Nevada limited liability company,
David Kwesi Bromely, Managing Member
c/o 1825 Ponce De Leon, Suite 363
West Miami, Florida 33134

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: _____
County Mayor

Date: _____

R ~ .
Witness
Luisa Mieses

Print
Mary S Clark

Witness
Mary S Clark

Print
R ~ .
Witness
Luisa Mieses.

Print
Mary S Clark

Witness
Mary S Clark

Print

SELLER:
David Bromley as Trustee
of the 1021 Land Trust

By: David Bromley
David Bromley as Trustee of
the 1021 Land Trust

Date: 6-26-08

SELLER:
AUSAR IMOVEIS LIMITADA, LC,
a Nevada limited liability company

By: David Kwesi Bromley
David Kwesi Bromley,
Managing Member

Date: 6/2/08

Approved as to form and legal sufficiency:

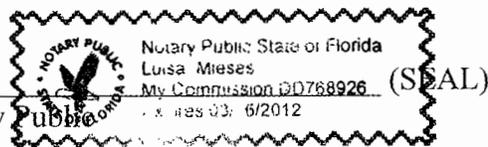
Assistant County Attorney

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

STATE OF Florida
COUNTY OF DADE

I HEREBY CERTIFY, that on this 26th day of June, 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, **David Bromley, as Trustee, of the 1021 Land Trust**, who is personally known to me or has produced Driver License 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 26th day of June, 2008.



Notary Public

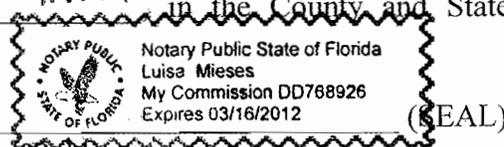
NOTARY SEAL / STAMP

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

STATE OF Florida
COUNTY OF DADE

I HEREBY CERTIFY, that on this 26th day of June, 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, **David Kwesi Bromley, as Managing Member, of Ausar Imoveis Limitada, LC, a Nevada limited liability company**, who is personally known to me or has produced Driver License 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 26th day of June, 2007.



Notary Public

NOTARY SEAL / STAMP

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

EXHIBIT "A"

Legal Description

Folio No.: 01-3113-052-0020

Parcel A: Lot 1, less the South 50 feet thereof; less the North 20.00 feet thereof; less the East 10.00 feet of the South 25.00 feet of the North 45.00 feet thereof, Block 1, of ROCKMOOR PARK TRACT, according to the Plat thereof, as recorded in Plat Book 4, Page 190, of the Public Records of Miami-Dade County, Florida and LESS the external area formed by a 25.00 foot radius arc concave to the Southwest, tangent to the South line of the North 20.00 feet of said Lot 1, and tangent to the West line of the East 10.00 feet of said Lot 1.

And

Folio No.: 01-3113-052-0030

Parcel B: The North 92.50 feet of Lot 2, less the North 20 feet thereof, all of Lots 3, 4, 5 and 6, less the North 20 feet thereof, and the North 5 feet of Lot 14, all in Block 1, of ROCKMOOR PARK TRACT, according to the Plat thereof, as recorded in Plat Book 4, Page 190, of the Public Records of Miami-Dade County, Florida.