



MEMORANDUM

RTC  
Agenda Item No. 3H

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

**DATE:** November 7, 2011

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

**SUBJECT:** Resolution approving the contract  
sale and purchase of designated  
property known as Parcel 8 for  
PTP Project from SW 152 Street  
to SW 184 Street

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The accompanying resolution was prepared by the Public Works and Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

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R. A. Cuevas, Jr.  
County Attorney

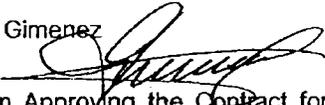
RAC/up

# Memorandum



**Date:** December 6, 2011

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

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Approving the Contract for Sale and Purchase of Designated Property Known as Parcel 8 Required for the People's Transportation Plan (PTP) Project Entitled Roadway Improvements to SW 157 Avenue, from SW 152 Street to SW 184 Street; Authorizing Payment of Attorney's Fees and Costs Pursuant to Chapters 73.015, 73.091 and 73.092, Florida Statutes; and Authorizing the Use of Charter County Transportation Surtax Funds

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## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution which does the following:

- Approves the Contract for Sale and Purchase, attached hereto as Exhibit "1" and made a part hereof, to acquire in fee simple property known as Parcel 8, under the terms and conditions in said contract, for the necessary right-of-way for the PTP project entitled *Roadway Improvements to SW 157 Avenue, from SW 152 Street to SW 184 Street*; and
- Authorizes the payment of attorney's fees and costs pursuant to Chapters 73.015, 73.091 and 73.092, Florida Statutes.

The BCC previously approved Resolution No. R-530-09 on May 5, 2009, declaring the acquisition of the subject property to be a public necessity, and authorized the County Mayor or Mayor's Designee and the County Attorney to take all appropriate actions to purchase this property, and to employ appraisers and expert witnesses in connection therewith.

## **SCOPE**

The impact of this Project is countywide; however, it is located within Commission District 9.

## **FISCAL IMPACT/FUNDING SOURCE**

Funding for the right-of-way acquisition, design and construction of this project is from Charter County Transportation Surtax bond proceeds. This item will be presented to the Citizens' Independent Transportation Trust for review prior to final consideration by the BCC. Funding is programmed within the adopted FY2011-12 Capital Budget and the index code is CPEPTP609157. The index code for the right-of-way acquisition is subject to change; however, any need for additional funds would require further BCC approval.

The attached Purchase and Sale Contract is in the amount of \$26,000 and includes \$19,575 for the land and \$6,425 for site improvements. Attorneys' fees are in the amount of \$8,500 and costs are in the amount of \$5,262. The total cost of the project (inclusive of construction, design and the right-of-way acquisition of all parcels) is estimated at \$11,356,965. The anticipated ongoing annual maintenance and operational costs will be approximately \$23,496 and \$6,714, respectively.

Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
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**TRACK RECORD/MONITOR**

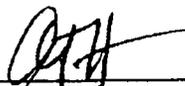
The Public Works and Waste Management Department is the entity overseeing this item and the person responsible is Raul A. Pino, PLS, Land Development/Right-of-Way Chief.

**BACKGROUND**

PWWMD has programmed the construction of SW 157 Avenue as part of the PTP Project Entitled *Roadway Improvements to SW 157 Avenue, from SW 152 Street to SW 184 Street*. The proposed project consists of widening the existing roadway to a 4-lane divided highway with a raised median, sidewalks, curb and gutters, a continuous storm drainage system, signalization, pavement markings and signage, and roadway lighting.

The area to be acquired by Miami-Dade County (County) is necessary for the proposed roadway improvements, and is legally described in "Exhibit A" and illustrated on the parcel location map in "Exhibit B", both attached herewith.

The subject property was appraised for the County by an independent appraiser for a total value of \$26,000. The appraised amount is comprised of \$19,575 for the land (\$1.38 per square foot) and \$6,425 for site improvements. An offer was extended to the owner, Eureka Land Company, Inc., for the appraised amount. The owner accepted the offer subject to payment of attorney's fees in the amount of \$8,500, engineer's fees in the amount of \$2,987, and appraiser's fees in the amount of \$2,275. In an effort to avoid condemnation and expedite the acquisition, the County accepted the offer including the payment of additional costs, subject to BCC approval.

  
\_\_\_\_\_  
County Manager/Deputy Mayor



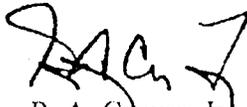
# MEMORANDUM

(Revised)

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

**DATE:** December 6, 2011

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

**SUBJECT:** Agenda Item No.

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Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor Agenda Item No.  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 8 IN THE AMOUNT OF \$26,000 FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED ROADWAY IMPROVEMENTS TO SW 157 AVENUE, FROM SW 152 STREET TO SW 184 STREET; AUTHORIZING PAYMENT OF ATTORNEY'S FEES AND COSTS PURSUANT TO CHAPTERS 73.015, 73.091 AND 73.092, FLORIDA STATUTES; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS

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

**WHEREAS**, this Board by Resolution No. R-530-09 authorized and directed the County Mayor or the County Mayor designee and the County Attorney to take any and all appropriate actions to acquire Parcel 8 in fee simple as part of the necessary right-of-way for expansion and improvements to SW 157 Avenue, from SW 152 Street to SW 184 Street and authorized the use of Charter County Transportation Surtax Funds,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that**

Section 1. This Board ratifies and adopts these matters set forth in the foregoing recitals,

Section 2. This Board hereby approves the Contract for Sale and Purchase in the amount of \$26,000, including site improvements, attorney's fees in the amount of \$8,500, and costs in the amount of \$5,262, as shown in Exhibit "1" attached hereto and made a part hereof, between Eureka Land Company, Inc., as seller, and Miami-Dade County, as purchaser, for the purchase of property more specifically described in Exhibit "A" and illustrated in Exhibit "B", in

substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida and to exercise the provisions contained therein; and authorizes the use of Charter County Transportation Surtax Funds.

Section 3. Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or County Mayor's designee to record the instruments of conveyance accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

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

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier Suarez	

Agenda Item No.

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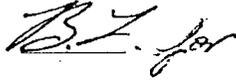
The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of December, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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.



Jorge Martinez-Esteve

Project Name: SW 157 Avenue Improvements  
Project No: 2004-0372  
Folio No.: 30-5932-000-0060

**CONTRACT FOR SALE AND PURCHASE**

This **Contract for Sale and Purchase**, is entered into as of the 24<sup>th</sup> day of August 2011, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and successors in interest, hereinafter referred to as "Buyer", whose Post Office Address is 111 N.W. 1<sup>st</sup> Street, Suite 1610, Miami, Florida 33128-1970, and **Eureka Land Company, Inc.**, a Florida corporation hereinafter referred to as "Seller" whose Post Office Address is 2600 Douglas Road, PH 5, Coral Gables, Florida 33134.

**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 its successors in interest, for road right-of-way improvements to S.W. 157th Avenue, from S.W. 152 Street to S.W. 184 Street, that certain real property comprising approximately **0.326 acres** of land described in **Exhibit "A"**, and shown in **Exhibit "B"**, 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 Seller for the property referenced in Exhibit "A", the sum of **\$26,000.00 (Twenty Six Thousand Dollars)** to be paid at closing by Miami-Dade County or designee by check. This \$26,000.00 consists of the real estate to be acquired in fee simple including the site improvements.

**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.

**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 to the day of closing and any 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, except that Buyer may waive any defects and proceed with closing at Buyer's option, Buyer may elect to file an eminent domain action for the sole purpose of obtaining clear title to the property, and Seller agrees that the full compensation for such taking shall be the purchase price designated in paragraph 2 hereof and nothing more whatsoever: and Seller further agrees to cooperate fully with Buyer in the eminent domain suit, filing whatever papers, documents or pleadings to accomplish the vesting of title in the Buyer for said purchase price.

**6. ENVIRONMENTAL CONDITIONS.** Buyer shall, 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). If major environmental problems are found on the subject property, the Buyer may elect not to go through with the purchase and this contract will become null and void. 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 Buyer may elect not to close and this contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations, or to negotiate a mutually acceptable solution, including an adjustment in the purchase price if necessary.

**7. 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)

QUALITY GROVE, INC., a corporation under the laws of the State of Florida, whose address is 15406 Leisure Drive, Homestead, Florida 33033, Telephone:

And

MARCELINO VEGA, whose address is 18241 SW 114 Court, Miami, Florida 33157, Telephone:

**8. 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.

**9. CLOSING.** The closing of this transaction shall be completed within 180 days of the execution 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 the Buyer.

**10. 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.

**11. 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.

**12. SALE IN LIEU OF CONDEMNATION.** This is a sale in lieu of pending eminent domain condemnation litigation.

**13. CONSTRUCTION PLANS ON WHICH THIS PURCHASE AND SALE IN LIEU OF PENDING LITIGATION IS BASED.** The Compensation being paid for the Property being acquired pursuant to this Contract for Sale and Purchase is premised and based upon the below-referenced Plans in Exhibit C, a portion of which is attached hereto and incorporated herein by reference.

This purchase and sale for the conveyance of title to certain real property, identified in Clause numbered 1 of this Contract for Sale and Purchase as the Property, to Miami-Dade County (Purchaser), effectuates a settlement of disputed claims in lieu of and in settlement of pending eminent domain litigation, and it is based on the Purchaser's following representations, specifically:

A. Representations by Miami-Dade County that it will construct its project substantially in accordance with Construction Plans for County Project for SW 157 Avenue Improvements, Project No: 2004-0372, attached hereto as Exhibit C, as said Plans relate to the Property and its Remainder. Exhibit "C" consists of a total of ten (10) sheets, Plan & Profile sheets 7 through 12 inclusive and Cross Sections sheets 74 through 77 inclusive, of the Construction Plans. Exhibit C incorporates the provisions of Clause 13-B-1 through 5, set forth immediately below.

B. Miami-Dade County will permit and construct driveways for the Remainder of the Property, along Southwest 157<sup>th</sup> Avenue as follows:

1. A 24 feet wide driveway with its southern terminus at Station 38+02.30
2. A 24 feet wide driveway with its centerline located at Station 34+15.20, the same centerline as that of the 70 feet wide full median opening to be constructed in the mid-Avenue median, and this driveway will be allowed left-in and left-out maneuvers as well as right-in and right-out.
3. A 24 feet wide driveway with its southern terminus at Station 23+18.87
4. A 24 feet wide driveway with its southern terminus at Station 16+87.72

5. If the Construction Plans described above, in Clause 13-A of this Contract, have not yet been revised as of the date of this Contract and the attachment of the Construction Plans as Exhibit C, then, this Clause 13-B of this Contract, and its sub-parts 1 through 5, shall control in the event of any differences between Clause 13-B-1 through 5 and the Construction Plans. Any changes, to the Construction Plans included in Exhibit "C" pertaining to the location of the driveways and median opening stations, due to unforeseen conditions in the field shall not constitute a breach of this contract, as long as the above three driveways and the median opening are provided.

C. In the event Miami-Dade County does not construct its project in substantial conformance with Clause 13 and its sub-parts of this Contract and the above-referenced plans, the Seller, and/or their heirs, assigns, buyers and successors in interest shall have the same remedies as would have been afforded to them had this matter proceeded to eminent domain litigation and had the lawsuit then been resolved by a jury verdict, with all of said plans having been made a part of the record at trial.

1. Nothing herein shall be construed to prevent Buyer from making future modifications to SW 157<sup>th</sup> Avenue as part of another project, nor to prevent Buyer from exercising its police or condemnation powers in the future.



2. Nothing herein shall be construed as giving Seller any property rights in the median opening and curb cuts (driveways).
3. Any provision of this contract for sale concerning the existence, location, size or other characteristic of any median opening or curb cut shall not confer a vested right of access or other compensable property right therein, and shall not limit Buyer's authority in the future to remove, close, modify or relocate same in accordance with any rights provided by applicable Florida laws.
4. In addition, nothing herein shall be construed as a waiver of any defenses that Buyer or Seller may have in the event of future litigation over future modifications and Seller rights, or as a waiver of claims, rights, interests, or entitlements Buyer and Seller may have under applicable Florida law, except as otherwise provided herein.

The provisions in this clause shall survive the transfer of jurisdiction over SW 157<sup>th</sup> Avenue to any other governmental entity.

The terms of this clause shall survive the Closing, and shall be binding upon the parties, their heirs, assigns and/or successors in interest, regardless of whether this same Clause and the same content of Exhibit C are attached to deed(s) used to effectuate the conveyances contemplated by this Contract for Sale and Purchase, and regardless of whether, if attached to said deed(s), the attachments are removed in the course of recording, and regardless of whether, if attached to said deed(s), the attachment sheets are numbered with Official Record Book and Page numbers.

**14. EXPENSES.** This property is being purchased under the threat of condemnation; therefore, Buyer shall be responsible for recording fees on the Warranty Deed. As a result of negotiations including changes to the Construction Plans, as detailed in clause 13 of this contract, all of which resulted in additional hours of engineer's and attorney's time being expended, the County has agreed payment of appropriate fees and costs as follows: Engineer's fee \$2,987.00, Attorney's fee \$8,500.00, and Appraiser's fee \$2,275.00, these fees and costs are final and resolve all fees and costs for the acquisition of this parcel up to the day of closing.

**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 to the Buyer at closing.

**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.

KS

**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 affect the value of the Property which has 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, 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 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 purchase price of this contract does not exceed the market value established by the appraiser(s) employed by the County and the Effective Date of this Contract is the date the County Mayor or the County Mayor's designee signs this contract.

The purchase price of this contract exceeds the market value established by the appraiser(s) employed by the County 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 2) if vetoed, shall become effective only upon an override by the Board of County Commissioners by two-thirds (2/3) vote of the Commission's membership. 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 the Seller an executed Contract within ten (10) days of the Effective Date.

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

as to Buyer: Armando J. Cervera or Patricia Nugent  
Miami-Dade County  
Public Works Department  
111 N.W. 1 Street, Suite 1610  
Miami, FL 33128

as to Seller(s): X. Francisco Rosales  
2600 Douglas Road, PH 5  
Coral Gables, FL 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 or the Mayor's designee

Approved as to form and legal sufficiency Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant County Attorney

The foregoing conveyance was obtained pursuant to Resolution No. 530-09 passed and adopted on the 5<sup>th</sup> day of May 2009 and Resolution No. \_\_\_\_\_ passed and adopted on the \_\_\_\_ day of \_\_\_\_\_ of 2011 by the Board of County Commissioners of Miami-Dade County, Florida.

Signed, Sealed, Attested and delivered in our presence: (2 witnesses for each signature or for all).

Stewart Levitt  
Witness

STEWART T. LEVITT  
Printed Name

[Signature]  
Witness

Carlos Colorado  
Printed Name

[Signature]

**X. Francisco Rosales**  
President, Eureka Land Company, Inc.,  
a Florida corporation

Address if different

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

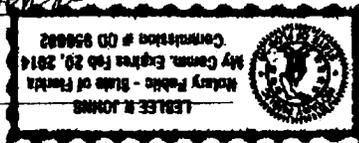
I HEREBY CERTIFY, that on this 24<sup>th</sup> day of August, A.D. 2011, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **X. Francisco Rosales**, personally known to me or proven, by producing the following identification: \_\_\_\_\_, to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed and, to be the President of Eureka Land Company, Inc., a Florida corporation, and in whose name the foregoing instrument is executed and that said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation.

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

NOTARY SEAL/STAMP

[Signature]  
Notary Signature

LESLEE P. JOHNS  
Printed Notary Name



Notary Public, State of FLORIDA

My commission expires: FEBRUARY 29, 2014

Commission/Serial No. AA 956682

15

Project Name: SW 157 Avenue Improvements  
 Project No: 2004-0372  
 Folio No.: 30-5932-000-0060

**BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT**

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

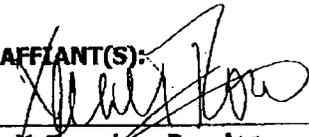
Before me, the undersigned authority, personally appeared, **X. Francisco Rosales**, ("Affiant(s)") this 27 day of August, 2011, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 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) **Eureka Land Company, Inc.** whose Post Office Address is 2600 Douglas Road, PH 5, Coral Gables, Florida 33134, is the record owner(s) 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>	
WEDA DEVELOPERS, INC.	2600 DOUGLAS RD, PH-5	DIRECT	100%
	CORAL GABLES, FL 33134		
XAVIER E. ROSALES	2600 DOUGLAS RD., PH-5	INDIRECT	100%
	CORAL GABLES, FL 33134		

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

FURTHER AFFIANTS SAYETH NOT.

AFFIANT(S):  
  
 \_\_\_\_\_  
**X. Francisco Rosales**

Miami-Dade County  
Public Works Dept.

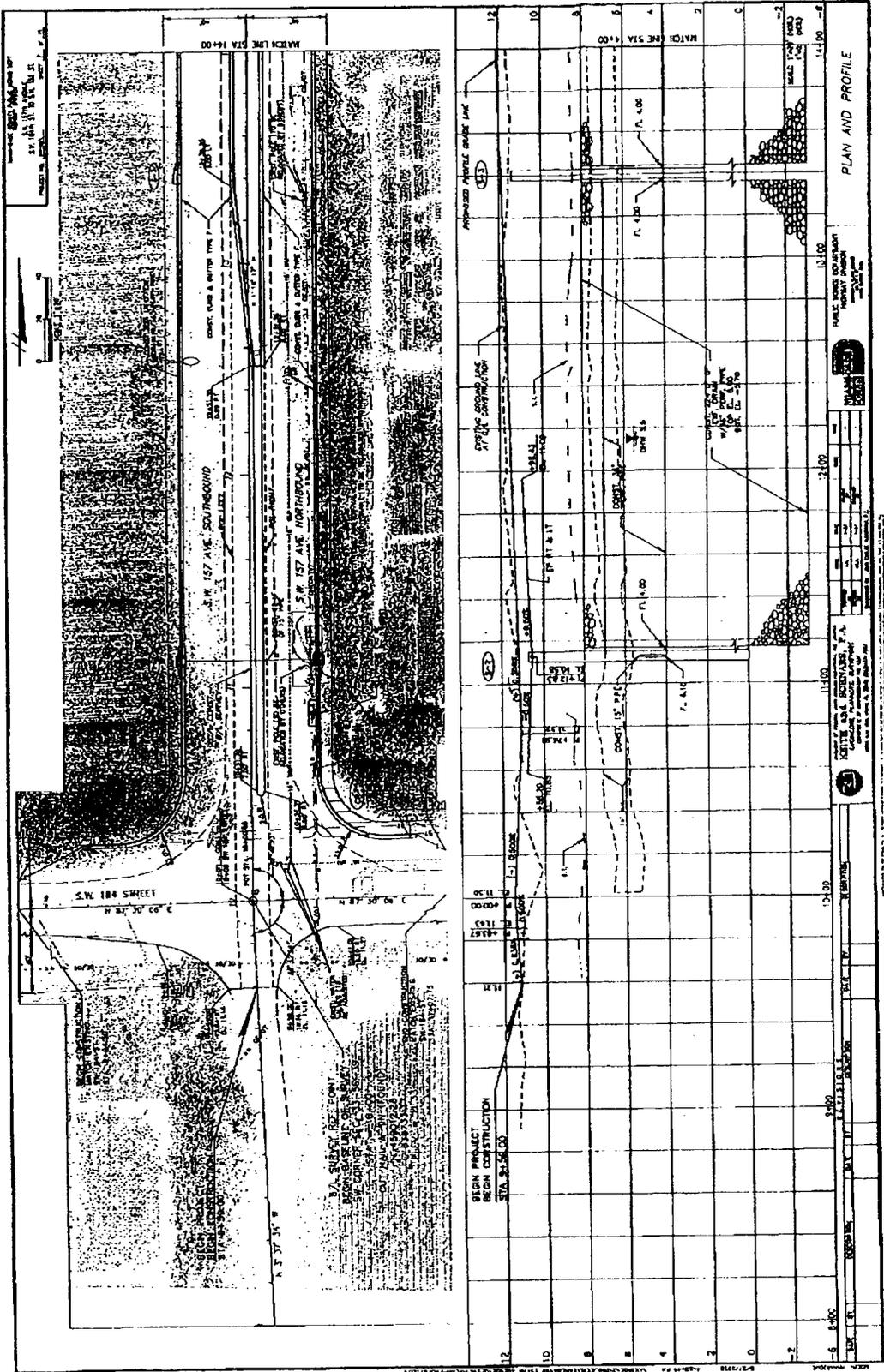
SW 157 AVENUE  
(FEE SIMPLE)

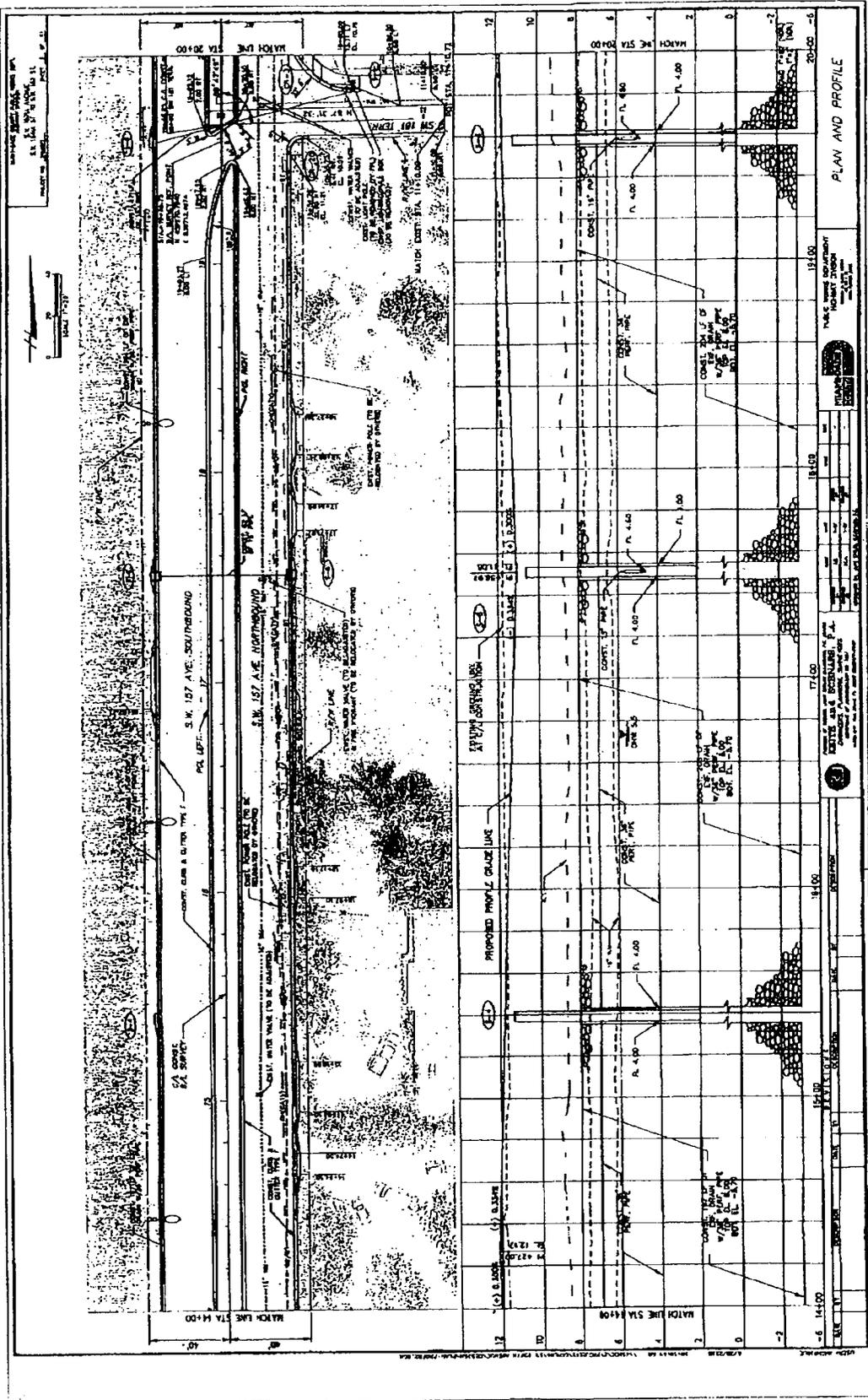
**Parcel No. 8:**

The West 5 feet of the East 40 feet of the East 1/2 of the SE 1/4 of Section 32, Township 55 South, Range 39 East, lying and being in Miami-Dade County, Florida, less the South 35 feet thereof; and the area bounded by the West line of the East 40 feet of the SE 1/4 of said Section 32, and bounded by the North line of the South 35 feet thereof, and bounded by a 25 foot radius arc concave to the Northwest, said arc being tangent to both of the last described lines.

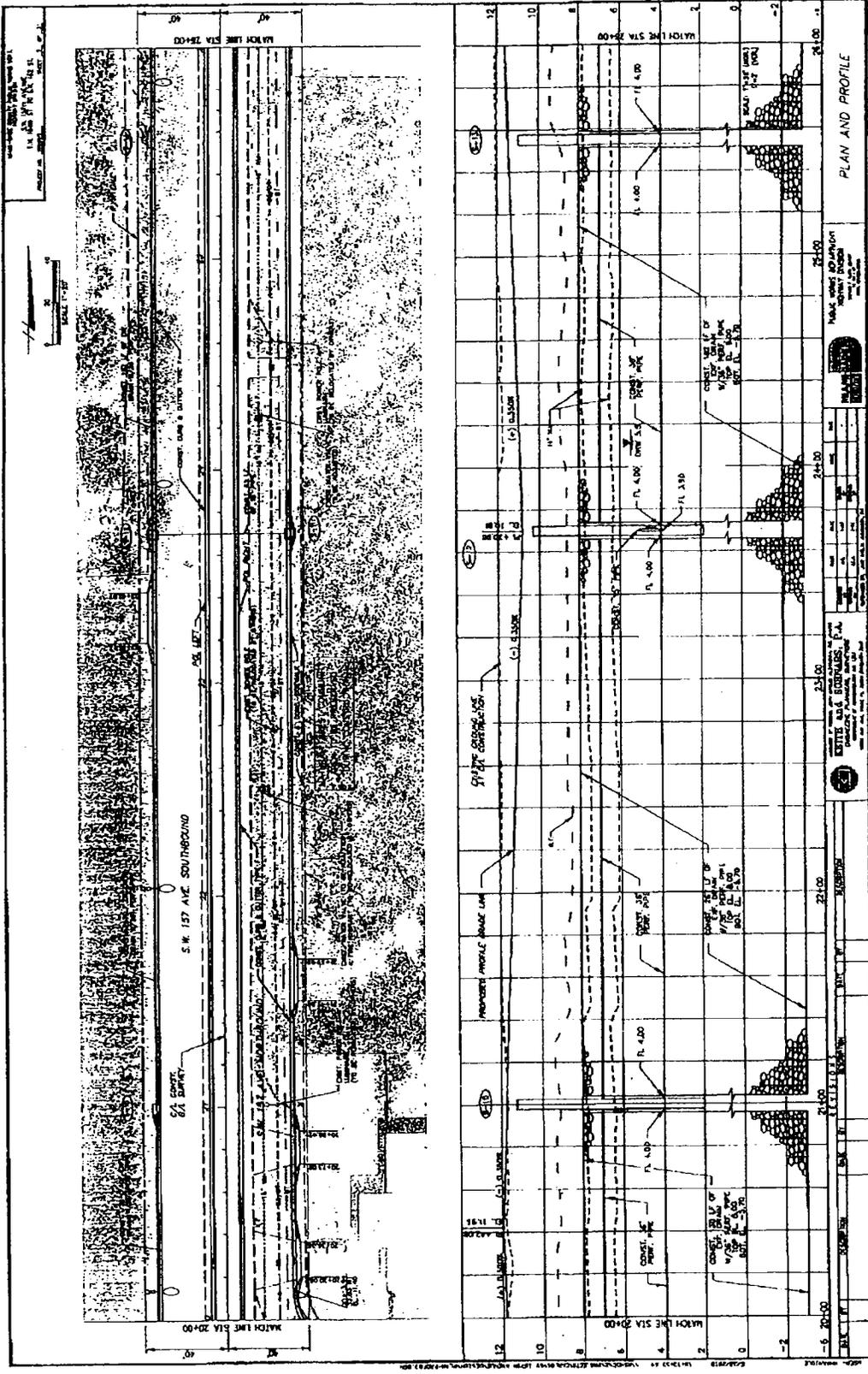
**EXHIBIT "A"**





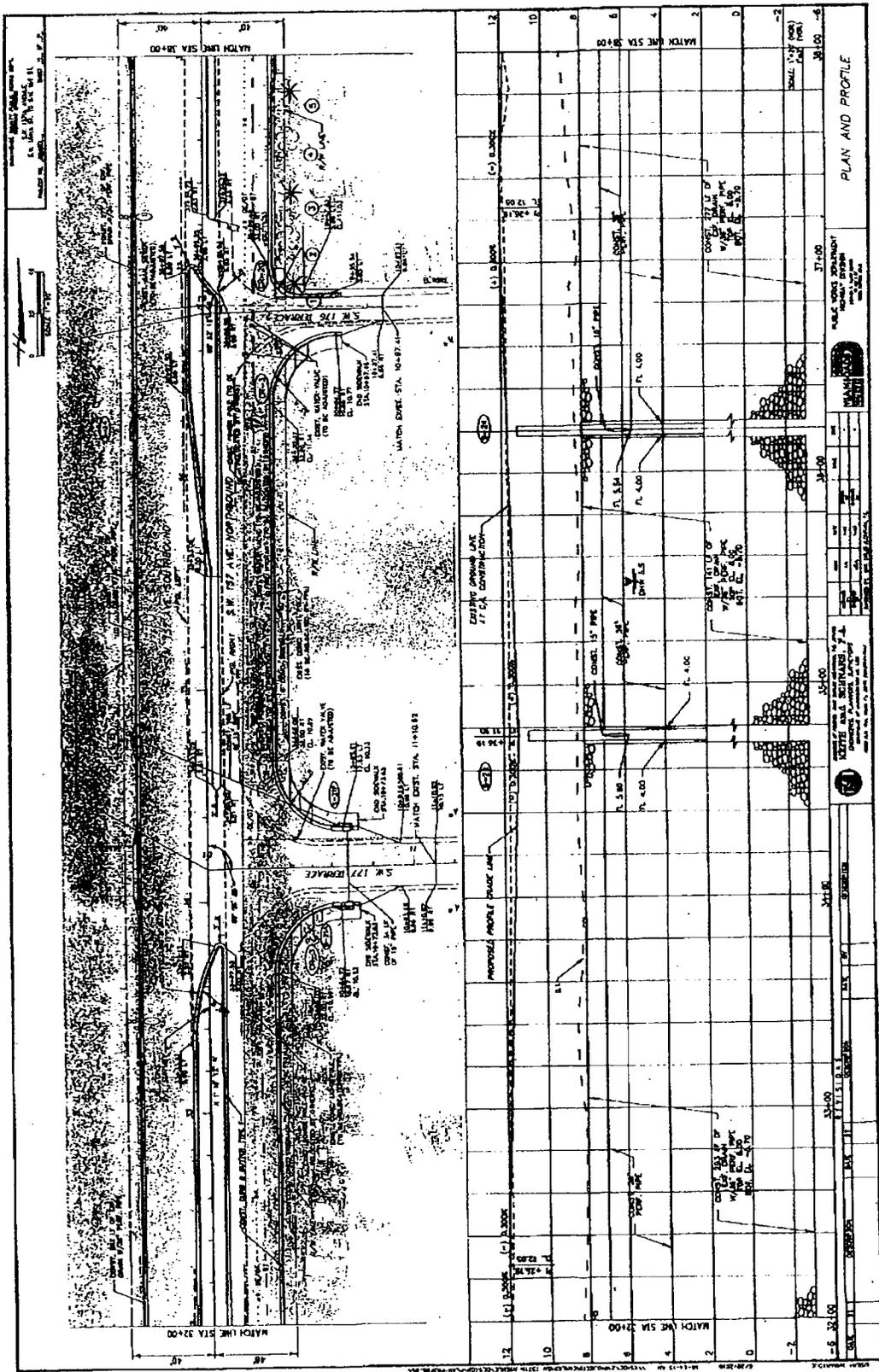


**EXHIBIT "C"**



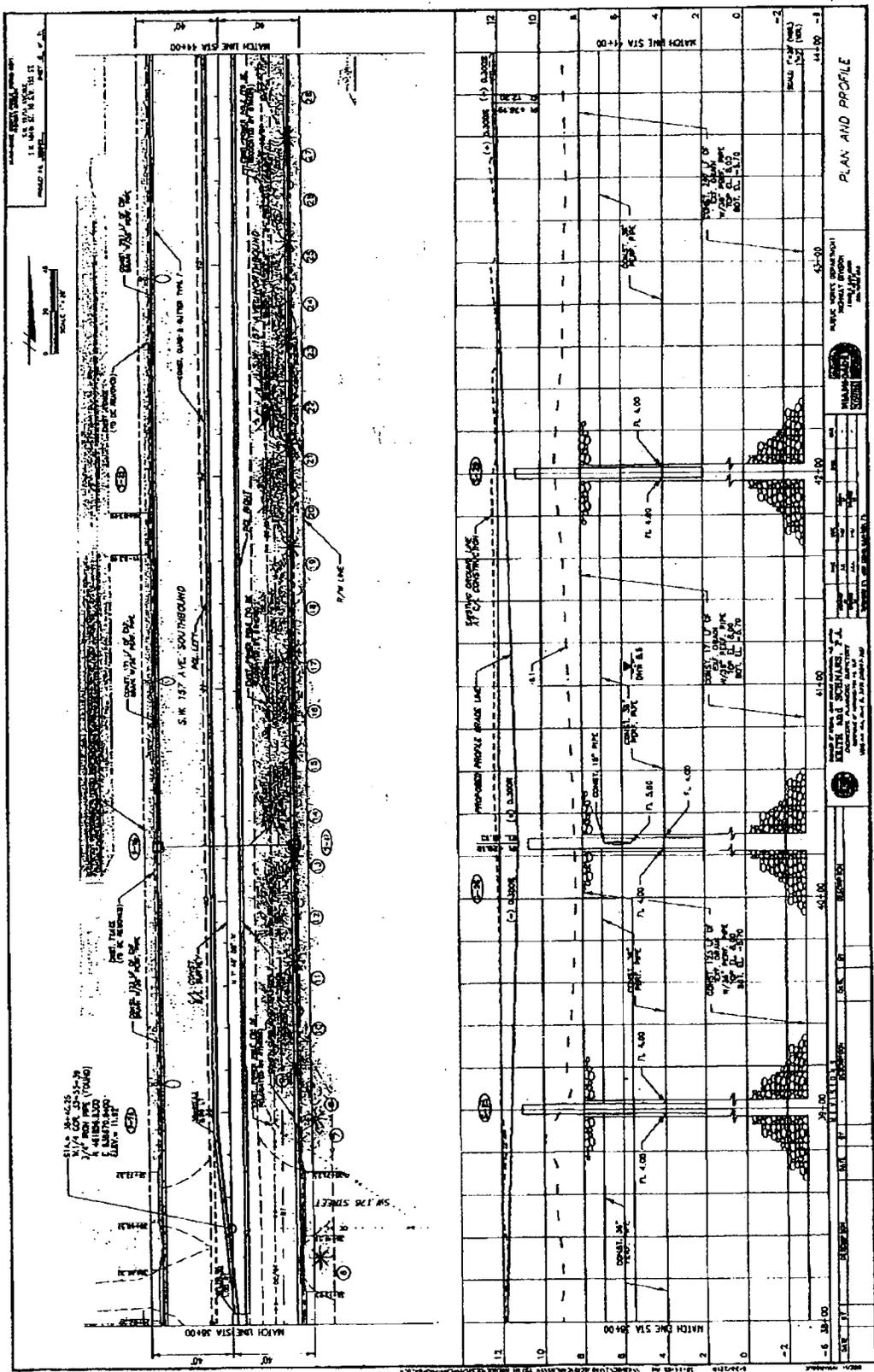
**EXHIBIT "C"**





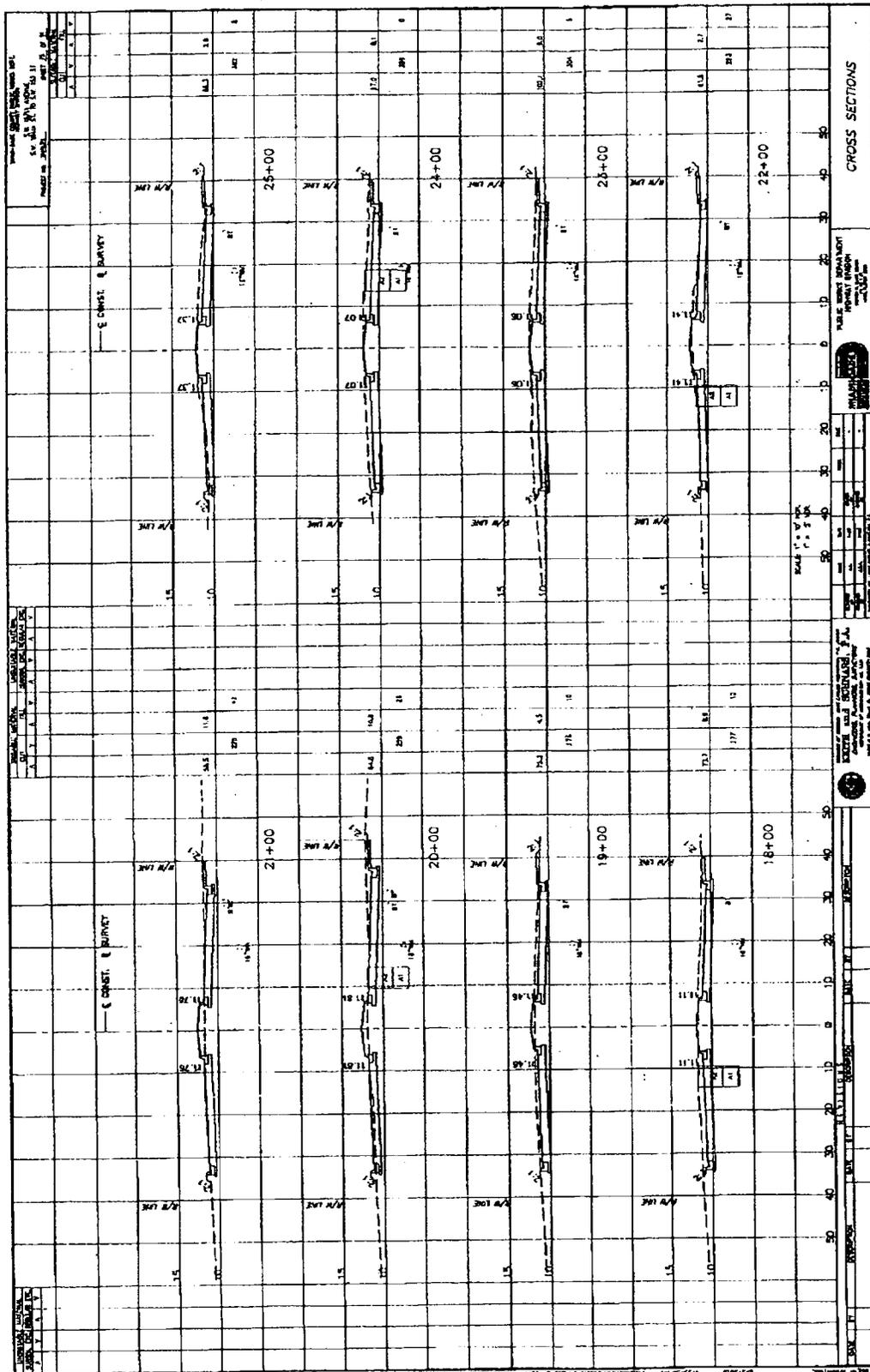
**EXHIBIT "C"**

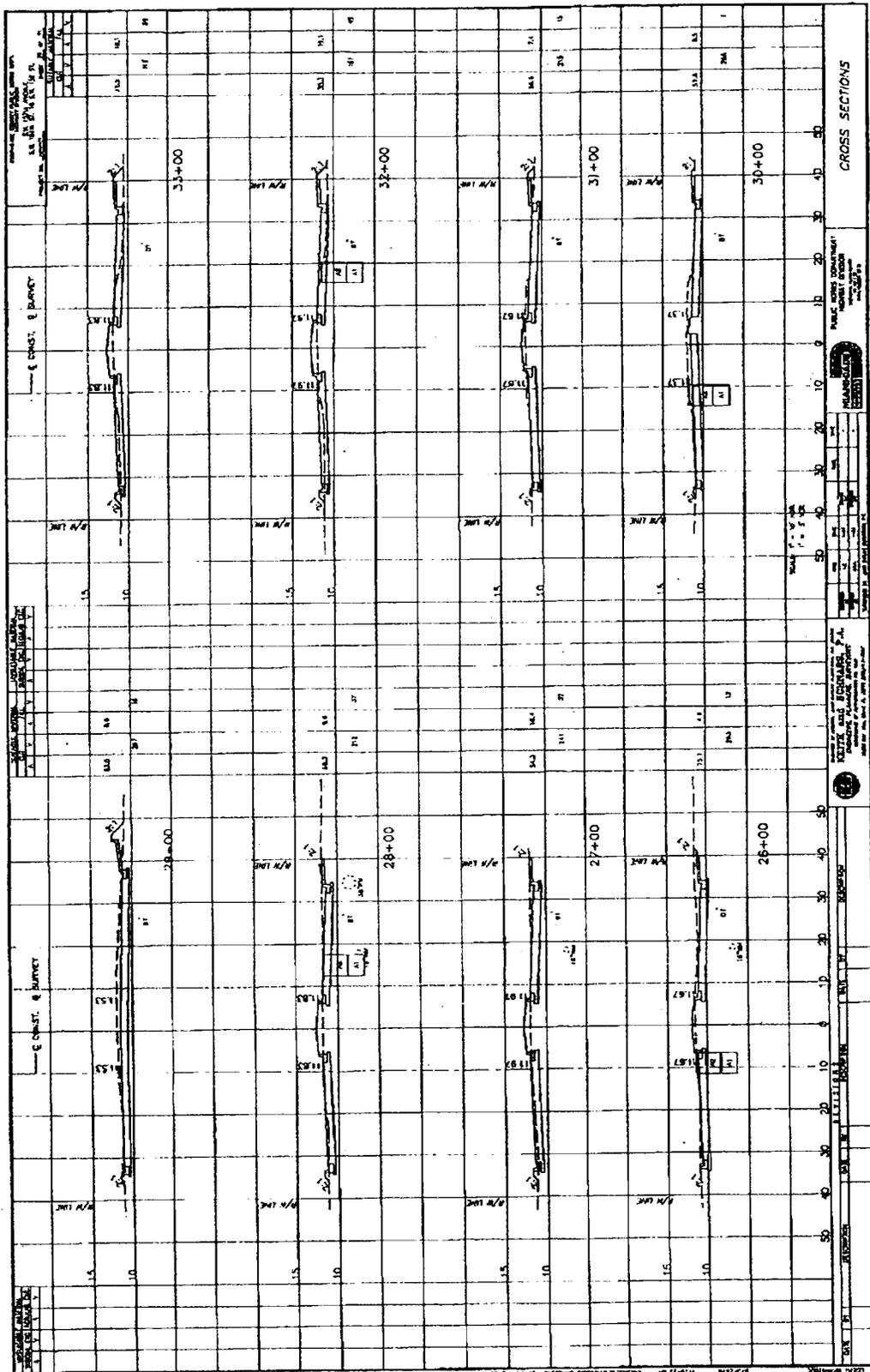
23



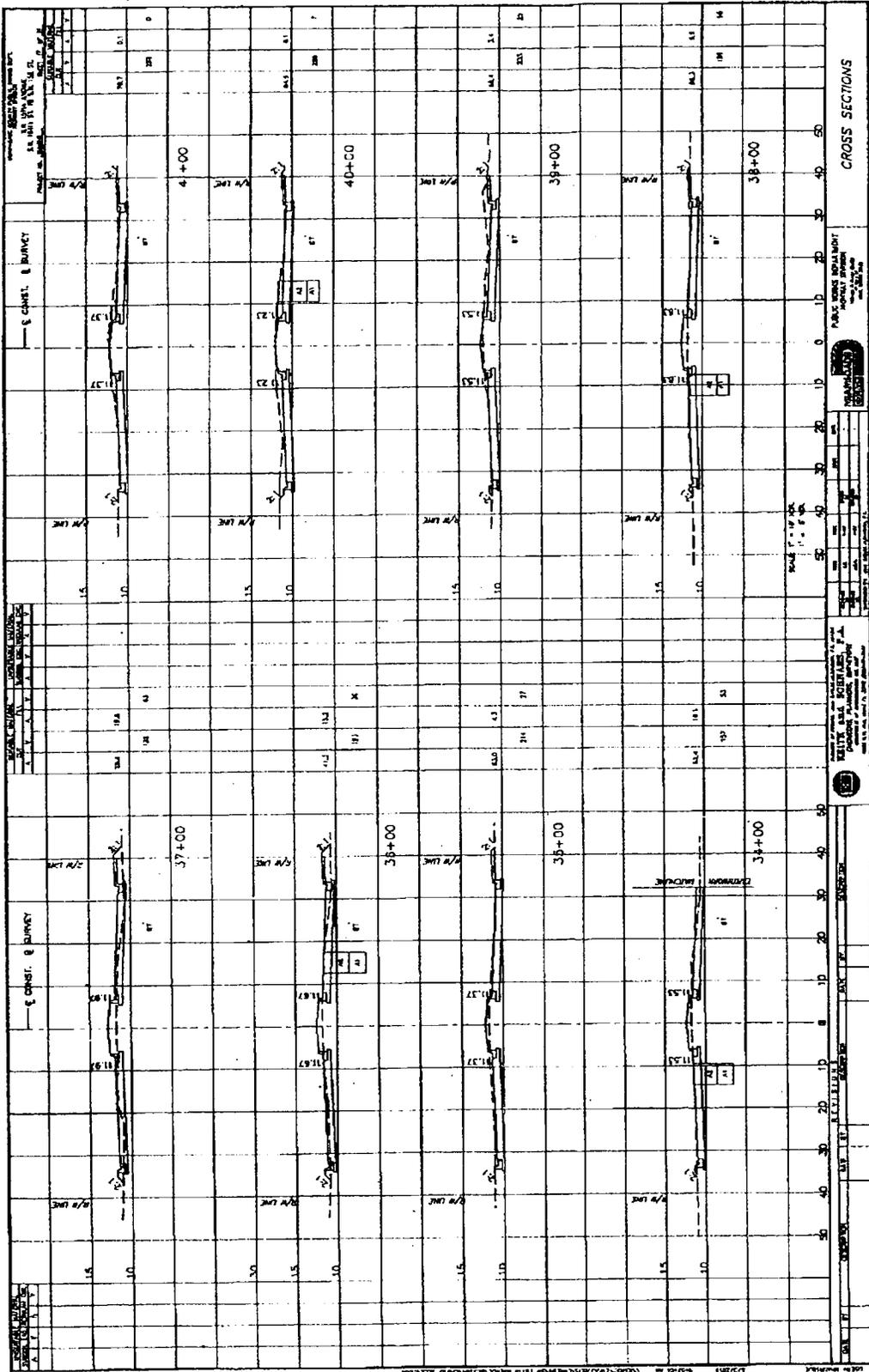
**EXHIBIT "C"**







**EXHIBIT "C"**



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SEC 28, 29, 32 & 33  
 TWP 55 S  
 RGE 39 E



LOCATION MAP  
 NOT TO SCALE

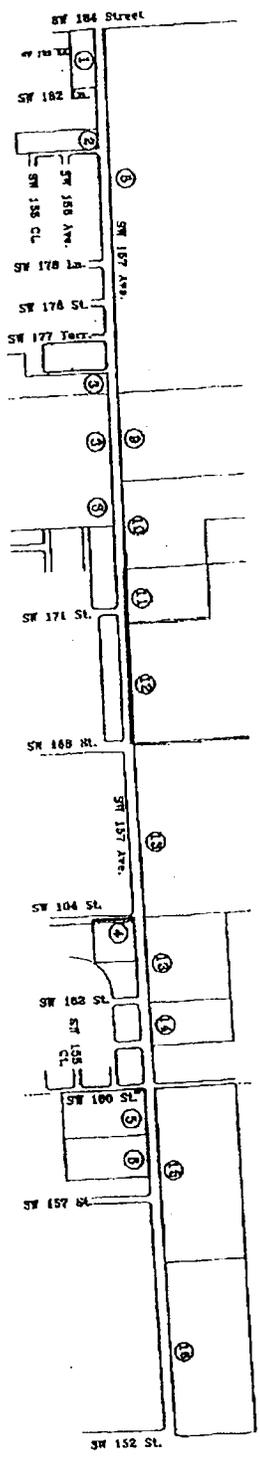


EXHIBIT "B"

MIAMI-DADE COUNTY PUBLIC WORKS DEPT.  
 RIGHT OF WAY DIVISION  
 RIGHT OF WAY ENGINEERING SECTION

SW 157 Avenue  
 From SW 184 Street to SW 152 Street

R/W TO BE ACQUIRED BY THE COUNTY

SCALE: 1" = 1100'  
 PROJECT: 20040372  
 PREPARED BY: L.E.  
 DATED: 02-25-09



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