Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(J)
04-27-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-402-07

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE, IN THE AMOUNT OF $7,000,000, BETWEEN NICHOLAS VILLALBA WHOLESALERS, INC., A NEW JERSEY CORPORATION, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER OF APPROXIMATELY 5.68 ACRES IMPROVED PROPERTY LOCATED AT 3501 NW 46TH STREET FOR THE PURPOSE OF THE RELOCATION AND EXPANSION OF THE GENERAL SERVICES ADMINISTRATION'S DESIGN AND CONSTRUCTION SERVICES TRADE SHOPS; AND AUTHORIZING THE COUNTY MANAGER 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 substantially the form attached hereto,in the amount of $7,000,000 between Nicholas Villalba Wholesalers, Inc., a New Jersey Corporation as Seller and Miami-Dade County as Buyer, of approximately 5.68 acres of improved and vacant property located at 3501 NW 46th Street, for the purpose of the relocation and expansion of the Design and Construction Services Division trade shops and; authorizes the County Mayor or his designee to execute the same for and on behalf of Miami-Dade County; and authorizes the County Manager or his designee to exercise any and all other rights conferred therein.

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

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of April, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas Goldstein

Memorandum

MIAMI-DADE COUNTY

Date: April 24, 2007

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

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

From: George M. Burgess
County Manager

Subject: Acquisition of approximately 5.68-acres of improved and vacant land located at 3501 N.W. 46th Street, for the purpose of the relocation and expansion of the GSA Design and Construction Services trade shops

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Contract for Sale and Purchase for the acquisition of a 90,100 square foot warehouse situated on a 5.68-acre site for the purpose of the relocation of the General Services Administration (GSA) Design and Construction Services Division Trade Shops. The item has been prepared by General Services Administration and is recommended for approval.

SELLER:	Nicolas Villalba Wholesalers, Inc., a New Jersey Corporation
COMPANY PRINCIPAL:	Nicholas Villalba, Registered Agent
TAX FOLIO NUMBER:	30-3121-000-0620
SIZE:	5.68-acres of improved and vacant land
LOCATION:	3501 N.W. 36th Street
COMMISSION DISTRCT:	2
PURCHASE PRICE:	$ 7,000,000.00
APPRAISED VALUE:	$ 7,100,000.00 $ 6,500,000.00

Appraisals were performed by two MAI independent appraisers: In an attempt to negotiate with the owner, the County made numerous offers and counteroffers to purchase the property until the owner agreed to sell the property for $7,000,000.00.

ZONING: IU-1 (Industrial, Light Manufacturing District). The proposed use is permitted under the current zoning; therefore, a Governmental Facilities hearing will not be required pursuant to Section 33-303 of the Code of Miami-Dade County.

The subject property is zoned heavy industrial or lumber yard use.

JUSTIFICATION: On December 14, 2004, by Resolution R-1464-04, the Board authorized the sale, for $933,400, in lieu of condemnation, of a portion of County-owned property located at 1175 NW South River Drive to the State of Florida Department of Transportation for the reconstruction of the NW 12 Avenue Bridge. This property is where the GSA Design and Construction Services Division houses its trade shops. The shops provide fabrication areas for the plumbing, HVAC and carpentry trades, as well as the paint shop. The Trade Shops provide critical emergency repair services for buildings after hours and on weekends. The Shops are also responsible for providing hurricane preparations before, during and after storms as well as repairs to our buildings damaged by the storms. FDOT purchased the portion of the site that housed the maintenance, carpentry, paint, and millwork shops, and buildings were demolished when FDOT took possession of the land. At that time, the Board was advised that ultimately, due to the bridge construction, the entire operation would have to be relocated to a new facility.

On September 12, 2006, by Resolution R-989-06, the Board approved a lease agreement for an interim site for use by the trade shops due to its proximity to the Downtown Government Center and the move-in condition of the premises. While this site provides for a temporary location, it lacks the required trades machinery, and GSA has been contracting for fabrication and other jobs, which costs more than when done in-house. The carpentry shop has ceased its manufacturing of millwork due to the lack of space.

This proposed acquisition will provide the adequate space for proper trade shop facilities and equipment to complete requested work in house. The development plan is for a 100,000 square foot building consisting of 55,000 square feet for the carpentry, mechanical, electrical, construction and plumbing shops and a 45,000 square foot warehouse. Adequate parking will also be provided in the new facility.

This location will aid in the consolidation of the furniture warehouse which is currently housed in a separately leased space that will be canceled when the new location is available for occupancy.

Because the proposed building suffered extensive roof damage during Hurricanes Katrina and Wilma and requires a new roof and structural hardening of the building, it is more cost effective to demolish than to renovate. Using tilt-up construction for the new building will provide the County with a facility that is capable of functioning before during and after a category 4 or 5 windstorm.

If approved by the Board, the closing of this proposed acquisition is scheduled to take place on or before September 30, 2007. GSA will immediately prepare the specifications and documents to advertise for construction services. We anticipate commencing construction the summer of 2008.

FUNDING:

Purchase price of the property is $7 million dollars

The total project cost is programmed at $21.8 million including the land acquisition, demolition of existing structures, construction, and equipping of a new facility. It would be funded with $933,400 from a 2004 sale of property to the Florida Department of Transportation (FDOT), revenue generated by a permit issued to FDOT's contractor to utilize the current Shops location as a staging area for the bridge expansion project ($125,000) and $20 million programmed in the proposed Series 2007 Capital Asset Bonds. The balance of $741,600 would be made available from department operating revenues.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: April 24, 2007

FROM: Murray A. Greenberg County Attorney

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

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**

CONTRACT FOR SALE AND PURCHASE

Project: GSA Shops Relocation
Folio No: 30-3121-000-0620

This Contract for Sale and Purchase is entered into as of the day of , 2007, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and NICOLAS VILLALBA WHOLESALERS, INC., a New Jersey corporation, whose post office address is 3501 N.W. 46th Street, Miami, Florida 33142, 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,** 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 therein and 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 $7,000,000.00 (Seven Million and 00/100 Dollars), by County check or wire transfer of U.S. funds. 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, 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

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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 Buyer an environmental site assessment of the Property. Buyer shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of Hazardous Materials on the Property. The environmental site assessment shall be certified to Buyer and the date of certification shall be within 45 days before the date of closing. 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 Sellers written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Sellers in Sellers' sole discretion elect in writing to repair such defects to Buyer's satisfaction. If Sellers agree 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 Buyers option without adjustment to the Purchase Price such option to be exercised in writing within fifteen (15) days of Sellers' 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 Sellers 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. Buyer, at Buyer'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

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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. Seller further warrants and represents that no person is living on or occupying the Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property.

10. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, Seller's expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue, if any, shall be prorated to the day prior to 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 ninety (90) 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

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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 approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable, and provided no motion to reconsider such approval is made at the next regularly scheduled meeting of said Board. If a motion to reconsider approval hereof is made within such time, then the Effective Date hereof shall be the date of the next regularly scheduled meeting of the Board, at which next regularly scheduled meeting, provided a motion to reconsider has been filed, the Board shall reconsider its prior approval hereof; provided further, however, that such initial Board approval or subsequent reconsideration and approval ratification 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. If not vetoed, the contract shall become effective in accordance with Resolution No. R-377-04. 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: Laureen A. Varga
Chief Real Estate Officer
Miami-Dade County
General Services Administration
111 NW 1st Street, Suite 2460
Miami, Florida 33128

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As to Seller: Matilde Aguirre, CIPS, C.P.A.
Broker-Associate
c/o. REMAX Realtors
1360 South Dixie Highway
Coral Gables, Florida 33146
305-667-8871 Ext. 420
Cell: 305-606-1069
Fax: 305-665-8332

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

BUYER:

ATTEST:

MIAMI-DADE COUNTY

By:_____
Clerk

By:_____
County Manager

Date:_____

SELLER:
Nicholas Villalba Wholesalers, Inc.

Matilde Aguirre
Witness
Matilde AGUIRRE
Print

By: Nicholas Villalba
President

By: N Villalba
Vice-President/Secretary

Date: 1-29-07

David Villalba
Witness
David Villalba
Print

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

STATE OF Florida
COUNTY OF Miami-Dade

I HEREBY CERTIFY, that on this 29 day of January, 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Nicolas Villalba as **President of Nicholas Villalba Wholesalers, Inc.**, personally known to me, or proven, by producing the following identification: Drivers Lic. and Nicolas Villalba as **Vice-President/Secretary of Nicholas Villalba Wholesalers, Inc.**, personally known to me, or proven by producing the following identification: Drivers License 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 29 day of January 2007.

Barbara Lage Garcia (SEAL)
Notary Public

Barbara Lage Garcia
Print Name

MY COMMISSION # DD501012
EXPIRES: June 08, 2010
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

NOTARY SEAL / STAMP

Notary Public, State of Florida
My Commission expires 6/8/10

Location: 3501 Northwest 46th Street
Miami, Florida

Legal Description:

EXHIBIT "A"

Parcel 1

BEGIN at the SE corner of the SE 1/4 of the SW 1/4 of the NW 1/4 of Section 21, Township 53 South, Range 41 East of Dade County, Florida; thence run North, along the East line of the SE 1/4 of SW 1/4 of the NW 1/4 of said Section 21, for a distance of 529.98 feet; thence run S89 degrees 56' 35" W, along a line 145 feet South of and parallel to the North line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 238.00 feet; thence run South, parallel to last described East line, for a distance of 143.95 feet; thence run S 89 degrees 56'07" W, parallel to the South line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 138.58 feet; thence run SO degrees 00' 08" E, along a line 291.00 feet East of and parallel to the West line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 386.00 feet; thence run N 89 degrees 56' 07" E, along the South line of the NW 1/4 of said Section 21, for a distance of 376.52 feet to the POINT OF BEGINNING, LESS the South 35 feet thereof previously dedicated for road Right-of-Way.

Containing 3.818 Acres of land, more or less.

Parcel 2

COMMENCE at the SE corner of the SE 1/4 of the SW 1/4 of the NW 1/4 of Section 21, Township 53 South, Range 41 East of Dade County, Florida; thence run North along the East line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 529.98 feet to the POINT OF BEGINNING of hereinafter described Parcel:

From said POINT OF BEGINNING, thence run S89 degrees 56'35" W along a line 145 feet South of and parallel to the North line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 238.00 feet; thence run South, parallel to last described East line, for a distance of 143.95 feet; thence run S 89 degrees 56' 07" W, parallel to the South line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 138.58 feet; thence run SO degrees 00'08" E, along a line 291.00 feet East of and parallel to the West line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 48.50 feet; thence run S 89 degrees 56' 21" W, along the South line of the North 1/2 of the SE 1/4 of the SW 1/4 of

the NW 1/4 of Section 21, for a distance of 83.87 feet; thence run North for a distance of 337.53 feet; thence run N 89 degrees 56' 35" E, along the North line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 253.45 feet; thence run South for a distance of 105.00 feet; thence run N 89 degrees 56' 35" E, for a distance of 307.00 feet to the East line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21; thence run South along said East line, for a distance of 40.00 feet to the POINT OF BEGINNING. Except that parcel described as:

The North 45.00 feet of the South 80.00 feet of the East 25.00 feet of the South 1/2 of the SE 1/4 of the SW 1/4 of the NW 1/4 of Section 21, Township 53 South, Range 41 East, Dade County, Florida;

AND

The external area formed by a 25.00 foot radius arc concave to the Northwest, tangent to the West line of the East 25.00 feet of the SW 1/4 of the NW 1/4 of said Section 21, and tangent to the North line of the South 25.00 feet of the NW 1/4 of said Section 21, LESS that portion thereof lying within the South 35.00 feet of the NW 1/4 of said Section 21.

Containing 1.866 acres of land, more or less.

RECORDATION OFFICIAL RECORDS BOOK
DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

Legal Description:

EXHIBIT "A"

Parcel 1

BEGIN at the SE corner of the SE 1/4 of the SW 1/4 of the NW 1/4 of Section 21, Township 53 South, Range 41 East of Dade County, Florida; thence run North, along the East line of the SE 1/4 of SW 1/4 of the NW 1/4 of said Section 21, for a distance of 529.98 feet; thence run S89 degrees 56' 35" W, along a line 145 feet South of and parallel to the North line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 238.00 feet; thence run South, parallel to last described East Line, for a distance of 143.83 feet; thence run S 89 degrees 56'07" W, parallel to the South line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 138.58 feet; thence run S0 degrees 00' 08" E, along a line 291.00 feet East of and parallel to the West line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 386.00 feet; thence run N 89 degrees 56' 07" E, along the South Line of the NW 1/4 of said Section 21, for a distance of 376.52 feet to the POINT OF BEGINNING, LESS the South 35 feet thereof previously dedicated for road Right-Of-Way.

Containing 3.818 Acres of land, more or less.

Parcel 2

COMMENCE at the SE corner of the SE 1/4 of the SW 1/4 of the NW 1/4 of Section 21, Township 53 South, Range 41 East of Dade County, Florida; thence run North along the East line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 529.98 feet to the POINT OF BEGINNING of hereinafter described Parcel:

From said POINT OF BEGINNING, thence run S89 degrees 56'35" W along a line 145 feet South of and parallel to the North line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 238.00 feet; thence run South, parallel to last described East line, for a distance of 143.83 feet; thence run S 89 degrees 56' 07" W, parallel to the South line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 138.58 feet; thence run S0 degrees 00'08" E, along a line 291.00 feet East of and parallel to the West line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 48.50 feet; thence run S 89 degrees 56' 21" W, along the South line of the North 1/2 of the SE 1/4 of the SW 1/4 of

the NW 1/4 of Section 21, for a distance of 83.87 feet; thence run North for a distance of 197.53 feet; thence run N 83 degrees 56' 35" E, along the North Line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21, for a distance of 253.43 feet; thence run South for a distance of 105.00 feet; thence run N 89 degrees 56' 35" E, for a distance of 207.00 feet to the East line of the SE 1/4 of the SW 1/4 of the NW 1/4 of said Section 21; thence run South along said East line, for a distance of 40.00 feet to the POINT OF BEGINNING. Except that parcel described as:

The North 45.00 feet of the South 80.00 feet of the East 25.00 feet of the South 1/2 of the SE 1/4 of the SW 1/4 of the NW 1/4 of Section 21, Township 53 South, Range 41 East, Dade County, Florida;

AND

the external area formed by a 25.00 foot radius arc concave to the Northwest, tangent to the West line of the East 25.00 feet of the SW 1/4 of the NW 1/4 of said Section 21, and tangent to the North line of the South 25.00 feet of the NW 1/4 of said Section 21, LESS that portion thereof lying within the South 35.00 feet of the NW 1/4 of said Section 21.

Containing 1.866 acres of land, more or less.

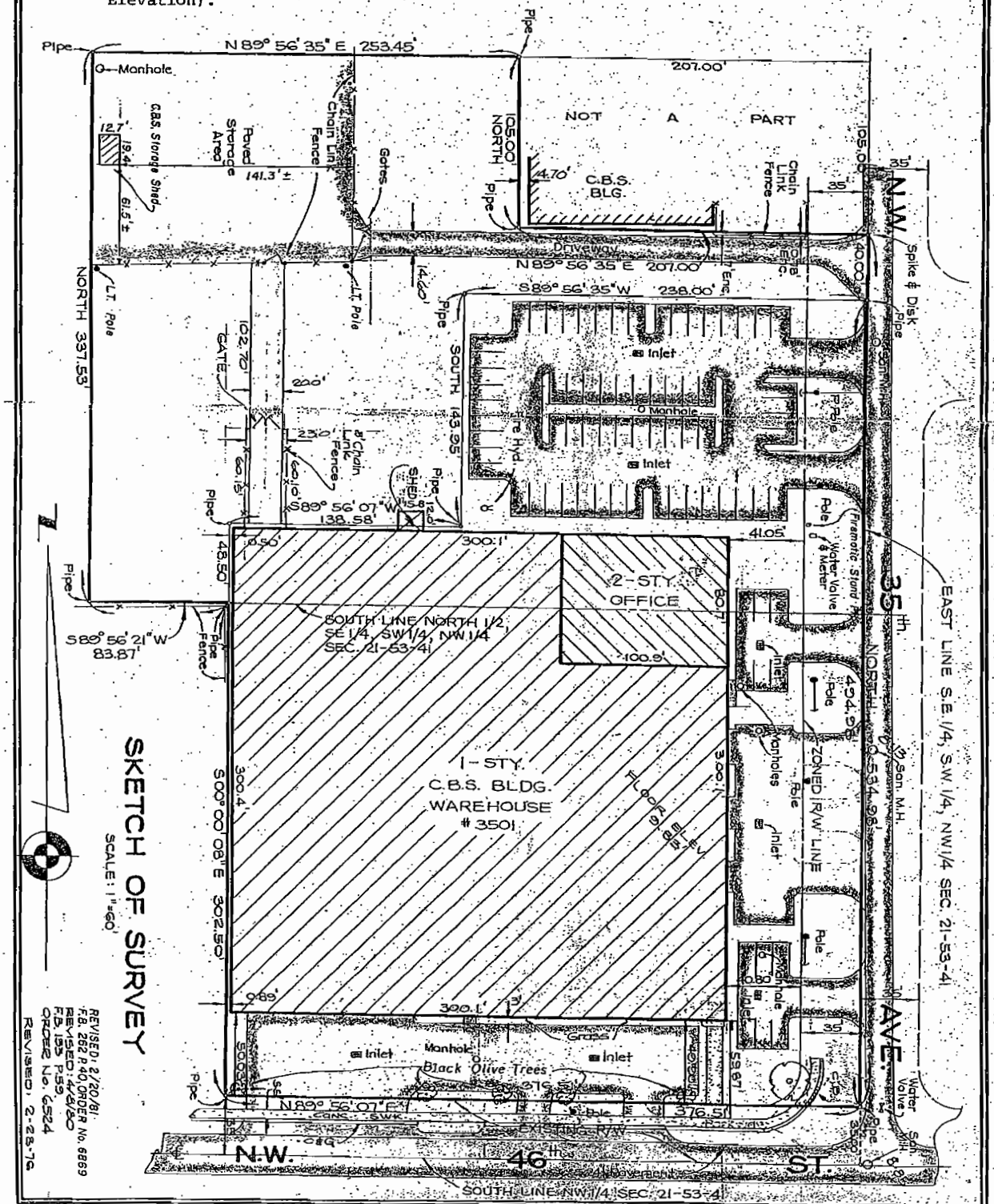
RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

SKETCH OF SURVEY

ORDER No. 9797: Revised this 4th day of October, 1990 to bring Survey up-to-date and add elevations to survey. This Survey is Certified to the following:

1.) Attorney's Title Insurance Fund, Inc.; (2) Algar, Inc.; (3) Kerry D. Safier, Atty.

FLOOD INSURANCE RATE MAP DATA: Community No. 125098, Panel No. 0180, Suffix "F", Date of FIRM Map: 11-4-87, Zone "X", which is area of 500-year Flood (No Base Flood Elevation).



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