

Approved _____ Mayor
Veto _____
Override _____

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

09-04-07

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

RESOLUTION NO. R-979-07

RESOLUTION AUTHORIZING TO ACCEPT A COUNTEROFFER FROM FLORIDA POWER & LIGHT COMPANY, FOR THE ACQUISITION OF THE PROPERTIES LOCATED AT SW 127 AVENUE, BETWEEN SW 120 STREET AND SW 88 STREET (KENDALL DRIVE)

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 the Board hereby accepts the counteroffer contained in the Contract for Sale and Purchase, from Florida Power & Light Company as seller, and Miami-Dade County as buyer. The properties being acquired are Parcel Nos. 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, more specifically described in Exhibit "A" and shown on the Location Map in Exhibit "B" and the property owners counteroffer in Exhibit "C" attached hereto and made a part hereof; and authorizes the Mayor or his designee to acquire said land in fee simple title.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Joe A. Martinez, and upon being put to a vote, the vote was as follows:

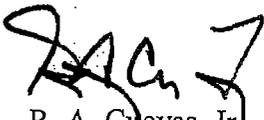


MEMORANDUM

(Revised)

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

DATE: September 4, 2007

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

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

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

W

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2007. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.



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

HARVEY RUVIN, CLERK

By: **KAY SULLIVAN**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in cursive script, appearing to read "B.L.", is written over the approval text.

Bruce Libhaber

A handwritten mark resembling a stylized number "5" or a similar symbol is located at the bottom center of the page.

Project Name: SW 127th Avenue – from SW 120 St. to SW 88 St. (Kendall Drive)
Project No: 20040351 Parcel #: 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14

Folio No: 30-5912-000-0060, 30-5901-000-0170, 30-5901-006-0011, 0041, 0051, 0091, 0121, 0131, 0161, 0171 and 0201

CONTRACT FOR SALE AND PURCHASE FOR ROADWAY PROJECTS

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, and its successors in interest, hereinafter referred to as "Buyer", whose post office address is 111 N.W. 1st Street, Suite 1610, Miami, Florida 33128-1970 and **Florida Power & Light Company**, hereinafter referred to as "Seller(s)", whose post office address is P.O. Box 14000, Juno Beach, Florida 33408-0420 Attn: Property Tax Department.

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

1. REALTY. Seller agrees to sell to Buyer, and its successors in interest, for road right-of-way improvements to S.W. 127th Avenue, between S.W. 120 Street and S.W. 88th Street (Kendall Drive), that certain real property comprising approximately 235,006 sq. ft. and more specifically described in **Exhibit "A" attached hereto**, 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 **\$1,015,500 (One Million Fifteen Thousand Five Hundred Dollars)** to be paid at closing by Miami-Dade County check.

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 of Parcel 2,3,5,6,7,8,9,10,11,12,13 and 14 by Special Warranty Deed substantially in the form of Exhibit "B" attached hereto.

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.

Memorandum



Date: September 4, 2007

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

From: George M. Burgess
County Manager

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

Subject: Resolution to Accept a Counteroffer from Florida Power & Light Company, (FPL), for the Acquisition of the Properties Located at SW 127 Avenue, between SW 120 Street and SW 88 Street (Kendall Drive)

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution to accept a counteroffer to acquire the properties located at SW 127 Avenue, between SW 120 Street and SW 88 Street (Kendall Drive). The proposed improvement consists of the construction of a five-lane roadway with left turn lanes, sidewalks, curb and gutters, traffic signalization and signage, pavement markings, storm drainage system and street lighting.

Scope

This project is within Commission Districts 8 and 10 and also borders Commission District 9 along SW 120 Street.

Fiscal Impact/Funding Source

The fiscal impact will be approximately \$1,028,000.00 and will be funded by proceeds from the Charter County Transit System Sales Surtax. This amount includes the appraised value of the property, \$1,015,500.00 along with the appraisal fees and closing cost approximately \$12,500.00. This project is identified within Exhibit 1 of the PTP Ordinance as a Board requested Major Roadway Improvement. The funding for this project has been budgeted within the PTP Pro Forma.

Track Record/Monitor

Not Applicable.

Background

The Public Works Department (PWD) has programmed the construction of SW 127 Avenue, from SW 120 Street to SW 88 Street. The proposed improvement consists of the construction of a five-lane roadway with left turn lanes, sidewalks, curb and gutters, traffic signalization and signage, pavement markings, storm drainage system and street lighting. The area to be acquired by Miami-Dade County for the proposed street improvements is legally described in Exhibit "A" and illustrated on the parcel location map in Exhibit "B", both attached herewith.

The BCC previously approved Resolution No. R-54-07 on January 25, 2007, declaring the acquisition of land for right-of-way needed for improvements to SW 127 Avenue, from SW 120 Street to SW 88 Street (North Kendall Drive; State Road No. 94), to be a Public Necessity; and authorizing to employ appraisers and expert witnesses, obtain environmental audits and acquire the right-of-way by dedication, at values established by the appraisals or by eminent domain proceedings, including a declaration of taking as necessary.

Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
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The subject properties were appraised for the County on November 16, 2006, which established the total value of \$989,400.00. Thereafter, an offer was extended to the owner (FPL) at the current appraised value. FPL has made a counteroffer in the amount of \$1,015,500.00 based on an appraisal prepared for them, dated April 3, 2007. Based on the minimum difference in the values of the two appraisal reports, and being that FPL's appraisal report was prepared about five months after the County's appraisal, it is recommended that the subject property be purchased for \$1,015,500.00 and the attached Sales Contract (Exhibit "C") be approved.


Assistant County Manager

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 special warranty deed. In connection herewith, Seller agrees to provide a standard no lien and FIRPTA affidavit as required by the title insurer. Buyer shall have ten (10) business days from receipt of title insurance commitment to inspect said commitment and report defects, if any, in writing to the Seller. Notwithstanding any provision contained in this Agreement to the contrary, express or implied, Seller shall have no obligation whatsoever to correct any title defect of any kind (except such title defects as may be created by Seller subsequent to the Effective Date of this Agreement), and any liens affecting the Property unless Seller elects to do so, nor shall Buyer be entitled to any reduction in Purchase Price or set off against the Purchase Price by reason of same. If any title defect is disclosed by Buyer to Seller, and if Seller elects not to correct such title defect, then Buyer shall have the option of (i) accepting title as it then is; or (ii) demanding a refund of all monies paid hereunder which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement.

5a. EMINENT DOMAIN. The County reserves the right to file a condemnation action to secure clear fee simple marketable title to the property, legally described in Exhibit "A" attached hereto against any and all known or unknown persons who may claim interest whatsoever in and to the property. In the event the County determines that it is in the best interest to acquire title through a condemnation proceeding, Seller expressly consents to such proceeding and agrees not to contest the taking on any ground whatsoever, and to accept the purchase price stated in paragraph 2, hereinabove pursuant to a settlement agreement that will incorporate all obligations and responsibilities of the owner including all attorney's fees, cost and special damages.

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). 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, then Buyer shall have the option of (i) accepting the property in the existing

condition; or (ii) demanding a refund of all monies paid hereunder which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement.

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

8. TENANCIES.

_____ A. Seller 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.

_____ B. 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)

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

10. PERSONAL PROPERTY. All landscaping and commercial signs shall be removed or relocated from the property by the Seller, at his expense.

11. CLOSING. The closing of this transaction shall be completed within 180

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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 Buyer.

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

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

14. EXPENSES. This property is being purchased under the threat of condemnation; therefore, Buyer shall be responsible for recording fees on the Special Warranty Deed as well as payment of Florida Documentary Stamp Tax and Miami-Dade County Surtax on the Special Warranty Deed, if any.

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

16. POSSESSION. Seller shall deliver possession of the Property 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.

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 have not been disclosed by Seller to Buyer or which are not readily observable to Buyer.

20. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto.

21. RIGHT TO ENTER PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller

harmless for damage or injury caused by Buyer and its agents within and to the extent of all limitations of Section 768.28, Florida Statutes. Prior to any request for entry upon property, Buyer shall furnish Seller with evidence of insurance from liabilities under the above indemnification. Said insurance shall contain a broad form contractual endorsement or, alternatively, the Buyer shall cause the Seller to be named as additional insured on Buyer's comprehensive general liability policy. Such liability coverage shall be primary to any liability coverage maintained by or on behalf of Seller up to a \$2,000,000.00 limit of liability. The Buyer has also agreed to remove the existing barrier fence and replace it with a predetermined fence which the Buyer and Seller have agreed upon, as stated in an e-mail dated, April 17, 2007 from the Seller.

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 effectiveness of this Contract is when both parties have fully executed this document. The date when the last party has fully executed this document shall be the effective date.

26. Executive Management/Board of Directors' Approval. The Buyer understands and agrees that, while this Agreement bears the execution of Seller, final approval of the transaction contemplated herein rests with Seller's Executive Management and/or Board of Directors, and such final approval cannot be obtained until, on/or about ninety (90) days from the Effective Date. Buyer further understands and agrees that upon notification by Seller that this Agreement has not been approved by Seller's Executive Management and/or Board of Directors, this Agreement shall be deemed immediately cancelled and of no further force and effect and without Seller's being obligated for any loss or damage to Buyer whatsoever other than the refund of Buyer's Deposit. Without limiting the generality of the foregoing, Buyer expressly understands and agrees that this Agreement may be disapproved by Executive Management and cancelled as provided above without this Agreement being submitted to Seller's Board of Directors. For purposes of this clause, the term "Executive Management" shall mean the Vice President or other officer of Seller who is directly responsible to the President of Seller for the management of Seller's real estate assets.

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

as to Buyer: Dennis P. Hynes
Miami-Dade County
Public Works Department, Right of Way Division
111 N.W. 1 Street, Ste 1610
Miami, FL 33128-1970

as to Seller(s): Florida Power & Light Company
Attn: Ignacio Sarmiento
4200 West Flagler Street
Miami, Florida 33134

with a copy to: Florida Power & Light Company
700 Universe Boulevard LAW/JB
Juno Beach, Florida 33408
ATTN: Carlos Megias

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 Manager

DATE: _____

**Approved as to form
and legal sufficiency.**

Assistant County Attorney

The foregoing conveyance was obtained pursuant to Resolution No. R-54-07 of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the 25th day of January, A.D. 2007.

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

FLORIDA POWER & LIGHT COMPANY

66

a Florida corporation

Witness

By: _____ (SEAL)

Name:

Officers Title:

Witness Printed Name

Witness

CORP SEAL

Witness Printed Name

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

FURTHER AFFIANTS SAYETH NOT.

AFFIANT(S):

By: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY, that on this ___ day of _____, A.D. 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ (Corporate Officer's Title) _____, of **Florida Power & Light Company, a Florida Corporation**, personally known to me, or proven, by producing the following identification: _____, and acknowledged that he / she executed the same on behalf of said corporation and that he / she was duly authorized to do so.

IN WITNESS WHEREOF, I hereto set my and official seal.

Notary Signature

Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of _____
My commission expires: _____
Commission/Serial No. _____

Exhibit A"

Legal Description

Parcel # 2:

The West 35.00 feet of the SW 1/4 of Section 12, Township 55 South, Range 39 East, Miami-Dade County, Florida, LESS the South 320.00 feet thereof; AND LESS the North 60.00 feet thereof.

Parcel # 3

The West 35.00 feet of the NW 1/4 of Section 12, Township 55 South, Range 39 East, Miami-Dade County, Florida, lying South of the Southerly right of way line of South Florida Water Management District Canal C-100 as described in Official Record Book 4174 at Page 688 of the Public Records of Miami-Dade County, Florida; and being more particularly described as follows: Commence at the Southwest corner of the NW 1/4 of said Section 12; thence run N 02°15'22" W, along the West line of the NW 1/4 of said Section 12, for a distance of 60.05 feet to the **POINT OF BEGINNING**; thence continue N 02°15'22" W, along the West line of the NW 1/4 of said Section 12, for a distance of 462.96 feet to a point of intersection with the Southerly right of way line of the aforesaid Canal C-100; thence run N 87°36'10" E, along the Southerly right of way line of the aforesaid Canal C-100, for a distance of 35.00 feet to a point of intersection with the East line of the West 35.00 feet of the NW 1/4 of said Section 12; thence run S 02°15'22" E, along the East line of the West 35.00 feet of the NW 1/4 of said Section 12, for a distance of 463.04 feet to a point of intersection with the Northerly right of way line of SW 112 St as conveyed in Official Records Book 10397 at Page 160 of the Public Records of Miami-Dade County, Florida; thence run S 87°44'38" W, along said right of way line, for a distance of 35.00 feet to the **POINT OF BEGINNING**,

AND that portion of the NW 1/4 of said Section 12 lying North of the Northerly right of way line of the aforesaid Canal C-100 and being more particularly described as follows: Commence at the Northwest corner of the NW 1/4 of said Section 12; thence run S 02°15'22" E, along the West line of the NW 1/4 of said Section 12, for a distance of 79.98 feet to the **POINT OF BEGINNING** being also a point of curvature of a circular curve concave to the Southeast; thence run Northeasterly along the arc of said circular curve, having a radius of 25.00 feet, through a central angle of 89°56'54", for an arc distance of 39.25 feet to a point of tangency with the South line of the North 55.00 feet of the NW 1/4 of said Section 12 ; thence run N 87°41'33" E, along the South line of the North 55.00 feet of the NW 1/4 of said Section 12, for a distance of 45.00 feet to a point of curvature of a circular curve concave to the Southeast; thence run Southwesterly along the arc of said circular curve, having a radius of 25.00 feet, through a central angle of 89°56'54", for an arc distance of 39.25 feet to a point of tangency with the East line of the West 45.00 feet of the NW 1/4 of said Section 12; thence run N 87°44'38" W, for a distance of 8.00 feet to a point of intersection with the East line of the West 37.00 of the NW 1/4 of said Section 12; thence run S 02°15'22" E, along the East line of the West 37.00 feet of the NW 1/4 of said Section 12, for a distance of 671.99 feet to a point; thence run N 87°44'38" E, for a distance of 8.00 feet to a point of curvature of a circular curve concave to the Northeast; thence run Southeasterly along the arc of said circular curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of 90°02'50", for an arc distance of 39.29 feet to a point of tangency with the Northerly right of way line of SW 106

Street as conveyed to Miami Dade County by Right of Way Deed dated 02-18-76 recorded in Official Records Book 9394 at Page 946; thence run S 87°41'48" W, along the said Northerly right of way line of SW 106 Street, for a distance of 5.00 feet to the point of curvature of a circular curve concave to the Northeast; thence run Northwesterly along the arc of said circular curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of 90°02'50", for an arc distance of 39.29 feet to a point of tangency with the East line of the west 40.00 feet of the NW 1/4 of said Section 12; thence run S 02°15'22" E, along the East line of the West 40.00 feet of the NW 1/4 of said Section 12, for a distance of 136.00 feet to a point of curvature of a circular curve concave to the Southeast; thence run Northeasterly along the arc of said circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of 89°57'10", for an arc distance of 39.25 feet to the point of tangency with the Southerly right of way line of SW 106 Street; thence run N 87°41'48" E, along the said Southerly right of way line of SW 106 Street, for a distance of 5.00 feet to the point of curvature of a circular curve concave to the Southeast; thence run Southwesterly along the arc of said circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of 89°57'10", for an arc distance of 39.25 feet to a point of tangency with the East line of the West 45.00 feet of the NW 1/4 of said Section 12; thence run S 87°44'38" W, for a distance of 8.00 feet to a point of intersection with the East line of the West 37.00 of the NW 1/4 of said Section 12; thence run S 02°15'22" E, along the East line of the West 37.00 feet of the NW 1/4 of said Section 12, for a distance of 424.13 feet to the point of intersection with a non tangent circular curve concave to the Southeast from where the radius point bears S 89°53'19" W; thence run Southwesterly along the arc of said circular curve concave to the Southeast, having a radius of 2855.00 feet, through a central angle of 2°08'41", for an arc distance of 106.87 feet to a point of tangency with the East line of the West 35.00 feet of the NW 1/4 of said Section 12; thence run S 02°15'22" E, along the East line of the West 35.00 feet of the NW 1/4 of said Section 12, for a distance of 553.13 feet to the point of intersection with the Northerly right of way line of the aforesaid Canal C-100; thence run S 87°32'40" W, along the Northerly right of way line of the aforesaid Canal C-100, for a distance of 35.00 feet to a point of intersection with the West line of the NW 1/4 of said Section 12; thence run N 02°15'22" W, along the West line of the NW 1/4 of said Section 12, for a distance of 1892.19 feet to the **POINT OF BEGINNING**.

Parcel # 5:

The East 2.00 feet of the West 37.00 feet of the South 1/2 of the SW 1/4 of Section 1, Township 55 South, Range 39 East, Miami-Dade County, Florida, LESS the South 661.18 feet and LESS the North 25.00 feet thereof,

TOGETHER WITH that portion of the North 1/2 of the SW 1/4 of said Section 1, being more particularly described as follows: COMMENCE at the Northwest corner of the North 1/2 of the SW 1/4 of said Section 1, thence run S02°07'31"E, along the West line of the North 1/2 of the SW 1/4 of said Section 1, for a distance of 34.82 feet to a point; thence run N87°52'29"E, perpendicular to the last course, for a distance of 35.00 feet to the point of intersection of the South line of the North 35.00 feet with the East line of the West 35.00 feet of the North 1/2 of the SW 1/4 of said Section 1 being also the **POINT OF BEGINNING**; thence run N87°34'53"E, along the South line of the North 35.00 feet of the North 1/2 of the SW 1/4 of said Section 1, for a distance of 34.87 feet to a point of cusp of a circular curve concave to the Southeast; thence run Southwesterly along the arc of said circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of 89°42'24", for an arc distance of 39.14 feet to

a point of intersection with the East line of the West 45.00 feet of the North 1/2 of the SW 1/4 of said Section 1; thence run S87°52'29"W, for a distance of 8.00 feet to the East line of the West 37.00 feet of the North 1/2 of the SW 1/4 of said Section 1; thence run S02°07'31"E, along the East line of the West 37.00 feet of the North 1/2 of the SW 1/4 of said Section 1, for a distance of 1230.56 feet to the point of intersection with the North line of the South 25.00 feet of the North 1/2 of the SW 1/4 of said Section 1; thence run S87°38'13"W, for a distance of 2.00 feet to the East line of the West 35.00 feet of the North 1/2 of the SW 1/4 of said Section 1; thence run N02°07'31"W, along the East line of the West 35.00 feet for a distance of 1255.39 to the **POINT OF BEGINNING**.

Parcel # 6:

All that portion of Block 20 of RESUBDIVISION OF CORAL MANORS, according to the plat thereof recorded in Plat Book 28 at Page 59 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: **COMMENCE** at the Southwest corner of the NW 1/4 of Section 1, Township 55 South, Range 39 East in Miami-Dade County, Florida; thence run N87°34'53"E, along the South line of the NW 1/4 of said Section 1, for a distance of 210.00 feet to the point of intersection with the East line of the West 210.00 feet of the NW 1/4 of said Section 1; thence run N02°08'37"W, along the East line of the West 210.00 feet of the NW 1/4 of said Section 1, for a distance of 25.00 feet to a point of intersection with the North line of the South 25.00 feet of the NW 1/4 of said Section 1 being also the **POINT OF BEGINNING**; thence run S87°34'53"W, along the North line of the South 25.00 feet of the NW 1/4 of said Section 1, for a distance of 159.88 feet to a point of curvature of a circular curve concave to the Northeast; thence run Northwesterly along the arc of said circular curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of 90°16'30", for an arc distance of 39.39 feet to a point of tangency with the East line of the West 25.00 feet of the NW 1/4 of said Section 1; thence run N02°08'37"W, along the East line of the West 25.00 feet of the NW 1/4 of said Section 1, for a distance of 164.04 feet to a point of curvature of a circular curve concave to the Southeast; thence run Northeasterly along the arc of said circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of 58°40'04", for an arc distance of 25.60 feet to a point of intersection with the East line of the West 37.00 feet of the NW 1/4 of said Section 1; thence run S02°08'37"E, along the East line of the West 37.00 feet of the NW 1/4 of said Section 1, for a distance of 175.30 feet to a point; thence run N87°51'23"E, perpendicular to the previous course, for a distance of 8.00 feet to the point of curvature of a circular curve concave to the Northeast; thence run Southeasterly along the arc of said circular curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of 90°16'30", for an arc distance of 39.39 feet to a point of tangency with the North line of the South 35.00 feet of the NW 1/4 of said Section 1; thence run N87°34'53"E, along the North line of the South 35.00 feet of the NW 1/4 of said Section 1, for a distance of 139.88 feet to the point of intersection with the East line of the West 210.00 feet of the NW 1/4 of said Section 1; thence run S 02°08'37" E, along the East line of the West 210.00 feet of the NW 1/4 of said Section 1, for a distance of 10.00 feet to a point of intersection with the North line of the South 25.00 feet of the NW 1/4 of said Section 1 and the **POINT OF BEGINNING**.

Parcel # 7:

That portion of Block 17 of RESUBDIVISION OF CORAL MANORS, according to the plat thereof recorded in Plat Book 28 at Page 59 of the Public Records of Miami-Dade County,

Florida, which lies within the West 37.00 feet of the NW 1/4 of Section 1 Township 55 South, Range 39 East, in Miami-Dade County, Florida.

Parcel # 8:

That portion of Block 16 of RESUBDIVISION OF CORAL MANORS, according to the plat thereof recorded in Plat Book 28 at Page 59 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of the NW 1/4 of Section 1, Township 55 South, Range 39 East in Miami-Dade County, Florida; thence run N02°08'37"W, along the West line of the NW 1/4 of said Section 1, for a distance of 528.09 feet to a point of intersection with the center line of Taft Street as shown on the aforesaid plat of RESUBDIVISION OF CORAL MANORS; thence run N87°34'53"E, along the said center line of Taft Street, for a distance of 25.00 feet to the point of intersection with the East line of the West 25.00 feet of the NW 1/4 of said Section 1; thence run N02°08'37"W, along the East line of the West 25.00 feet of the NW 1/4 of said Section 1, for a distance of 50.12 feet to a point of intersection with the West line of said Block 16 being also the **POINT OF BEGINNING**; thence continue N02°08'37"W, along the West line of said Block 16, for a distance of 65.51 feet to a point of curvature of a circular curve concave to the Southeast; thence run Northeasterly along the arc of said circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of 89°59'56", for an arc distance of 39.27 feet to a point of reverse curvature of a circular curve concave to the North; thence run Easterly along the arc of said circular curve concave to the North, having a radius of 335.00 feet, through a central angle of 3°11'09", for an arc distance of 18.63 feet to a point of cusp from where the radius point bears S05°19'46"E; thence run Southwesterly along the arc of a circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of 86°48'51", for an arc distance of 37.88 feet to a point of tangency with the East line of the West 45.00 feet of the NW 1/4 of said Section 1; thence run S87°51'23"W for a distance of 8.00 feet to the point of intersection with the East line of the West 37.00 feet of the NW 1/4 of said Section 1; thence run S02°08'37"E, along the East line of the West 37.00 feet of the NW 1/4 of said Section 1, for a distance of 87.42 feet to a point of intersection with a circular curve concave to the Northeast from where the radius point bears N29°11'19"E; thence run Northwesterly along the arc of said circular curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of 58°40'04", for an arc distance of 25.60 feet to the **POINT OF BEGINNING**.

TOGETHER WITH that portion of Block 16 of RESUBDIVISION OF CORAL MANORS, according to the plat thereof recorded in Plat Book 28 at Page 59 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of the NW 1/4 of Section 1, Township 55 South, Range 39 East in Miami-Dade County, Florida; thence run N02°08'37"W, along the West line of the NW 1/4 of said Section 1, for a distance of 792.13 feet to a point of intersection with the center line of Roosevelt Street as shown on the aforesaid plat of RESUBDIVISION OF CORAL MANORS; thence run N87°34'53"E, along the said center line of Roosevelt Street, for a distance of 45.00 feet to the point of intersection with the East line of the West 45.00 feet of the NW 1/4 of said Section 1; thence run S02°08'37"E, along the East line of the West 45.00 feet of the NW 1/4 of said Section 1, for a distance of 25.48 feet to the **POINT OF BEGINNING**; thence continue S02°08'37"E, along the East line of the West 45.00 feet of the NW 1/4 of said Section 1, for a distance of 2.19 feet to the point of curvature of a circular curve concave to the Northeast;

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thence run Southeasterly , along the arc of said circular curve to the Northeast, having a radius of 25.00 feet, through a central angle of $94^{\circ}46'49''$, for an arc distance of 41.36 feet to a point of cusp with a circular curve concave to the North from where the radius bears $N06^{\circ}55'26''W$; thence run Westerly along the arc of said circular curve concave to the North, having a radius of 265.00 feet, through a central angle of $4^{\circ}46'49''$, for an arc distance of 22.11 feet to a point of compound curvature with a circular curve concave to the Northeast from where the radius point bears $N02^{\circ}08'37''W$; thence run Northwesterly along the arc of said circular curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of $64^{\circ}34'32''$, for an arc distance of 28.18 feet to a point of intersection with a circular curve concave to the Southeast whose radius point bears $N66^{\circ}43'09''W$; thence run Northeasterly along the arc of said circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of $53^{\circ}02'19''$, for an arc distance of 23.14 feet to the point of intersection with the East line of the West 45.00 feet of the NW 1/4 of said Section 1 from where the radius point bears $S13^{\circ}40'50''E$, and the **POINT OF BEGINNING**.

Parcel # 9

That portion of Block 13 of RESUBDIVISION OF CORAL MANORS, according to the plat thereof recorded in Plat Book 28 at Page 59 of the Public Records of Miami-Dade County, Florida, which lies within the West 37.00 feet of the NW 1/4 of Section 1, Township 55 South, Range 39 East, in Miami-Dade County, Florida.

Parcel # 10:

That portion of Block 12 of RESUBDIVISION OF CORAL MANORS, according to the plat thereof recorded in Plat Book 28 at Page 59 of the Public Records of Miami-Dade County, Florida, which lies within the West 37.00 feet of the NW 1/4 of Section 1, Township 55 South, Range 39 East, in Miami-Dade County, Florida.

Parcel # 11:

That portion of Block 9 of RESUBDIVISION OF CORAL MANORS, according to the plat thereof recorded in Plat Book 28 at Page 59 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of the NW 1/4 of Section 1, Township 55 South, Range 39 East in Miami-Dade County, Florida; thence run $N02^{\circ}08'37''W$, along the West line of the NW 1/4 of said Section 1, for a distance of 1320.22 feet to a point of intersection with the center line of Grant Street as shown on the aforesaid plat of RESUBDIVISION OF CORAL MANORS; thence run $N87^{\circ}34'53''E$, along the said center line of Grant Street, for a distance of 25.00 feet to the point of intersection with the East line of the West 25.00 feet of the NW 1/4 of said Section 1; thence run $N02^{\circ}08'37''W$, along the East line of the West 25.00 feet of the NW 1/4 of said Section 1, for a distance of 50.12 feet to a point of intersection with the West line of said Block 9 being also the **POINT OF BEGINNING**; thence continue $N02^{\circ}08'37''W$, along the West line of said Block 9, for a distance of 164.04 feet to a point of curvature of a circular curve concave to the Southeast; thence run Northeasterly along the arc of said circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of $89^{\circ}43'30''$, for an arc distance of 39.15 feet to a point of tangency with the Southerly right of way line of Jackson Street as shown on the aforesaid plat of RESUBDIVISION OF CORAL MANORS; thence run $N87^{\circ}34'53''E$, along the Southerly right of way line of Jackson Street, for a distance of 20.00 feet to a point of cusp;

thence run Southwesterly along the arc of a circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of $89^{\circ}43'30''$, for an arc distance of 39.15 feet to a point of tangency with the East line of the West 45.00 feet of the NW 1/4 of said Section 1; thence run $S87^{\circ}51'23''W$ for a distance of 8.00 feet to the point of intersection with the East line of the West 37.00 feet of the NW 1/4 of said Section 1; thence run $S02^{\circ}08'37''E$, along the East line of the West 37.00 feet of the NW 1/4 of said Section 1, for a distance of 185.49 feet to a point of intersection with a circular curve concave to the Northeast from where the radius point bears $N29^{\circ}11'19''E$; thence run Northwesterly along the arc of said circular curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of $58^{\circ}40'04''$, for an arc distance of 25.60 feet to the **POINT OF BEGINNING**.

Parcel # 12:

Those portions of Block 5 and 8 of RESUBDIVISION OF CORAL MANORS, according to the plat thereof recorded in Plat Book 28 at Page 59 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: COMMENCE at the Northwest corner of the NW 1/4 of Section 1, Township 55 South, Range 39 East in Miami-Dade County, Florida; thence run $S02^{\circ}08'37''E$, along the West line of the NW 1/4 of said Section 1, for a distance of 728.80 feet to a point of intersection with the center line of SW 90 Terrace Right of Way as conveyed to Miami-Dade County by Right-of-Way Deed dated September 26, 1986 recorded in Official Records Book 13348 Page 498 of the Public Records of Miami-Dade County, Florida; thence run $N87^{\circ}34'38''E$, along the center line of SW 90 Terrace, for a distance of 25.00 feet to the point of intersection with the East line of the West 25.00 feet of the NW 1/4 of said Section 1; thence run $S02^{\circ}08'37''E$, along the East line of the West 25.00 feet of the NW 1/4 of said Section 1, for a distance of 49.88 feet to the **POINT OF BEGINNING** said point being also the point of curvature of a circular curve concave to the Southeast; thence run Northeasterly along the arc of said circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of $89^{\circ}43'15''$, for an arc distance of 39.15 feet to a point of tangency with the Southerly right of way line of SW 90 Terrace; thence run $N87^{\circ}34'38''E$, along the Southerly right of way line of SW 90 Terrace, for a distance of 20.00 feet to a point of curvature of a circular curve concave to the Southeast; thence run Southwesterly along the arc of said circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of $89^{\circ}43'15''$, for an arc distance of 39.15 feet to a point of tangency with the East line of the West 45.00 feet of the NW 1/4 of said Section 1; thence run $S87^{\circ}51'23''W$ for a distance of 8.00 feet to the point of intersection with the East line of the West 37.00 feet of the NW 1/4 of said Section 1; thence run $S02^{\circ}08'37''E$, along the East line of the West 37.00 feet of the NW 1/4 of said Section 1, for a distance of 231.25 feet; thence run $N87^{\circ}51'23''E$ for a distance of 8.00 feet to the point of intersection with the East line of the West 45.00 feet of the NW 1/4 of said Section 1 being also a point of curvature of a circular curve concave to the Northeast; thence run Southeasterly along the arc of said circular curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of $90^{\circ}16'30''$, for an arc distance of 39.39 feet to a point of tangency with the Northerly right of way line of Jackson Street as shown on the aforesaid plat of RESUBDIVISION OF CORAL MANORS; thence run $S87^{\circ}34'53''W$, along the Northerly right of way line of Jackson Street, for a distance of 20.00 feet to a point of curvature of a circular curve concave to the Northeast; thence run Northwesterly along the arc of said circular curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of $90^{\circ}16'30''$, for an arc distance of 39.39 feet to a point of tangency with the East line of the

West 25.00 feet of the NW 1/4 of said Section 1; thence run N02°08'37"W , along the East line of the West 25.00 feet of the NW 1/4 of said Section 1, for a distance of 231.25 feet to the **POINT OF BEGINNING.**

Parcel # 13:

Those portions of Blocks 4 and 5 of RESUBDIVISION OF CORAL MANORS, according to the plat thereof recorded in Plat Book 28 at Page 59 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: COMMENCE at the Northwest corner of the NW 1/4 of Section 1, Township 55 South, Range 39 East in Miami-Dade County, Florida; thence run S02°08'37"E , along the West line of the NW 1/4 of said Section 1, for a distance of 456.70 feet to a point of intersection with the center line of SW 89 Terrace Right of Way as conveyed to Miami-Dade County by Right-of-Way Deed dated September 26, 1986 recorded in Official Records Book 13348 Page 498 of the Public Records of Miami-Dade County, Florida; thence run N87°34'38"E, along the center line of SW 89 Terrace, for a distance of 25.00 feet to the point of intersection with the East line of the West 25.00 feet of the NW 1/4 of said Section 1; thence run S02°08'37"E, along the East line of the West 25.00 feet of the NW 1/4 of said Section 1, for a distance of 49.88 feet to the **POINT OF BEGINNING** said point being also the point of curvature of a circular curve concave to the Southeast; thence run Northeasterly along the arc of said circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of 89°43'15", for an arc distance of 39.15 feet to a point of tangency with the Southerly right of way line of SW 89 Terrace; thence run N87°34'38"E, along the Southerly right of way line of SW 89 Terrace, for a distance of 20.00 feet to a point of curvature of a circular curve concave to the Southeast; thence run Southwesterly along the arc of said circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of 89°43'15", for an arc distance of 39.15 feet to a point of tangency with the East line of the West 45.00 feet of the NW 1/4 of said Section 1; thence run S87°51'23"W for a distance of 8.00 feet to the point of intersection with the East line of the West 37.00 feet of the NW 1/4 of said Section 1; thence run S02°08'37"E , along the East line of the West 37.00 feet of the NW 1/4 of said Section 1, for a distance of 172.10 feet to a point; thence run N87°51'23"E for a distance of 8.00 feet to the point of intersection with the East line of the West 45.00 feet of the NW 1/4 of said Section 1 being also a point of curvature of a circular curve concave to the Northeast; thence run Southeasterly along the arc of said circular curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of 90°16'45", for an arc distance of 39.39 feet to a point of tangency with the Northerly right of way line of SW 90 Terrace as conveyed on the aforesaid Right-of-Way Deed; thence run S87°34'38"W, along the Northerly right of way line of SW 90 Terrace, for a distance of 20.00 feet to a point of curvature of a circular curve concave to the Northeast; thence run Northwesterly along the arc of said circular curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of 90°16'45", for an arc distance of 39.39 feet to a point of tangency with the East line of the West 25.00 feet of the NW 1/4 of said Section 1; thence run N02°08'37"W , along the East line of the West 25.00 feet of the NW 1/4 of said Section 1, for a distance of 172.10 feet to the **POINT OF BEGINNING.**

Parcel # 14:

Those portions of Blocks 1 and 4 of RESUBDIVISION OF CORAL MANORS, according to the plat thereof recorded in Plat Book 28 at Page 59 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: COMMENCE at the Northwest corner of

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the NW 1/4 of Section 1, Township 55 South, Range 39 East in Miami-Dade County, Florida; thence run $S02^{\circ}08'37''E$, along the West line of the NW 1/4 of said Section 1, for a distance of 456.70 feet to a point of intersection with the center line of SW 89 Terrace Right of Way as conveyed to Miami-Dade County by Right-of-Way Deed dated September 26, 1986 recorded in Official Records Book 13348 Page 498 of the Public Records of Miami-Dade County, Florida; thence run $N87^{\circ}34'38''E$, along the center line of SW 89 Terrace, for a distance of 25.00 feet to the point of intersection with the East line of the West 25.00 feet of the NW 1/4 of said Section 1; thence run $N02^{\circ}08'37''W$, along the East line of the West 25.00 feet of the NW 1/4 of said Section 1, for a distance of 50.12 feet to the **POINT OF BEGINNING**; thence continue $N02^{\circ}08'37''W$, along the East line of the West 25.00 feet of the NW 1/4 of said Section 1, for a distance of 326.59 feet to the point of curvature of a circular curve concave to the Southeast; thence run Northeasterly along the arc of said circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of $27^{\circ}50'36''$, for an arc distance of 12.15 feet to a point from where the radius point bears $S64^{\circ}18'02''E$ being also the point of intersection with the Southerly right of way line of SW 88 Street as conveyed to the State of Florida Department of Transportation by Warranty Deed dated April 2, 1990 recorded in Official Records Book 14698 Page 3019 of the Public Records of Miami-Dade County, Florida; thence run $N87^{\circ}43'30''E$, along the Southerly right of way line of SW 88 Street, for a distance of 42.05 feet to a point of curvature of a circular curve concave to the Southeast; thence run Southwesterly along the arc of said circular curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of $89^{\circ}52'07''$, for an arc distance of 39.21 feet to a point of tangency with the East line of the West 45.00 feet of the NW 1/4 of said Section 1; thence run $S87^{\circ}51'23''W$ for a distance of 8.00 feet to the point of intersection with the East line of the West 37.00 feet of the NW 1/4 of said Section 1; thence run $S02^{\circ}08'37''E$, along the East line of the West 37.00 feet of the NW 1/4 of said Section 1, for a distance of 313.27 feet to a point; thence run $N87^{\circ}51'23''E$ for a distance of 8.00 feet to the point of intersection with the East line of the West 45.00 feet of the NW 1/4 of said Section 1 being also a point of curvature of a circular curve concave to the Northeast; thence run Southeasterly along the arc of said circular curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of $90^{\circ}16'45''$, for an arc distance of 39.39 feet to a point of tangency on the Northerly right of way line of SW 89 Terrace as conveyed to Miami-Dade County by Right-of-Way Deed dated September 26, 1986 recorded in Official Records Book 13348 Page 498 of the Public Records of Miami-Dade County, Florida; thence run $S87^{\circ}34'38''W$, along the Northerly right of way line of SW 89 Terrace, for a distance of 20.00 feet to a point of curvature of a circular curve concave to the Northeast; thence run Northwesterly along the arc of said circular curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of $90^{\circ}16'45''$, for an arc distance of 39.39 feet to a point of tangency with the East line of the West 25.00 feet of the NW 1/4 of said Section 1 and the **POINT OF BEGINNING**.