

Approved _____ Mayor
Veto _____
Override _____

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

10-02-07

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

RESOLUTION NO. R-1101-07

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A COUNTEROFFER IN THE AMOUNT \$95,000.00 FROM NINE (9) PROPERTY OWNERS FOR THE ACQUISITION OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF OLD CUTLER ROAD AND SW 87 AVENUE AS PART OF THE ROAD RIGHT-OF-WAY IMPROVEMENT PROJECT TO OLD CUTLER ROAD, FROM SW 87 AVENUE TO SW 97 AVENUE

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 accepts the counteroffer contained in the Contract for Sale and Purchase in the amount of \$95,000.00, from the Nine (9) Property Owners as seller, and Miami-Dade County as buyer, and authorizes the Mayor or Designee to acquire said land in fee simple title. The property being acquired is 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.



MEMORANDUM

(Revised)

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

DATE: October 2, 2007

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

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

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

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** 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	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
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 2nd day of October, 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 reaffirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.



Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

A handwritten signature in black ink, appearing to read "B.L.", is written over the printed name of Bruce Libhaber.

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

HARVEY RUVIN, CLERK

By: **KAY SULLIVAN**
Deputy Clerk

Project Name: SW 87th Avenue at Old Cutler Road
Project No: 20050245
Parcel #: 1
Folio No: 36-6009-003-0590

CONTRACT FOR SALE AND PURCHASE FOR ROADWAY PROJECTS

This **Contract for Sale and Purchase** is entered into as of the 29th day of May, 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 **Malcolm B. Wiseheart, Jr., Carolyn W. Milne, George H.F. Milne, Elizabeth W. Joyce, Michael G. Joyce, Richard L. Little, Richard L. Little, Jr., Cynthia L. Spellacy and Laura L. Evans**, hereinafter referred to as "Seller(s)," whose post office address is, 2840 S.W. Third Avenue, Miami, Florida 33129.

WITNESETH, 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. 87th Avenue at Old Cutler Road, that certain real property comprising approximately 7405 sq. ft. and more specifically described in **Exhibit "A" and shown on Parcel Sketch as Parcel 1, both 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 **\$95,000.00 (Ninety-Five Thousand 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 1 by Warranty Deed.

Exhibit "D"

Memorandum



Date: October 2, 2007

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

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

From: George M. Burgess
County Manager

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

Subject: Resolution Authorizing to Accept a Counteroffer from the Nine (9) Property Owners, for the Acquisition of the Property Located at the Southeast Corner of Old Cutler Road and SW 87 Avenue, as Part of the Road Right-of-Way Improvement Project to Old Cutler Road, from SW 87 Avenue to SW 97 Avenue

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution to accept a counteroffer to acquire the property located at the Southeast corner of Old Cutler Road and SW 87 Avenue, as part of the road right-of-way improvement project to Old Cutler Road, from SW 87 Avenue to SW 97 Avenue. This parcel is an integral parcel needed for the new roundabout at the southeast corner of Old Cutler Road and SW 87 Avenue.

Scope

This project is within Commission District 8.

Fiscal Impact/Funding Source

All of the funding (100%) for the right-of-way acquisition and construction of this project is provided by the Charter County Transit System Surtax Funds (People's Transportation Plan). The proposed improvements qualify under the allowable work categories included in the PTP Neighborhood Improvements Section. Specific funding for this project will be allocated from the respective Commission District PTP yearly allocations.

Track Record/Monitor

Not Applicable.

Background

The Public Works Department (PWD) has programmed the construction of two (2) new traffic circles along Old Cutler Road, one at the intersection of SW 87 Avenue, and the other at the intersection of SW 97 Avenue. Additional improvements between SW 87 Avenue and SW 97 Avenue include sidewalks, isolated drainage improvements, pavement markings, signing and lighting. The area to be acquired by Miami-Dade County as part of 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-1306-06 on November 28, 2006, approving the acquisition of land located at the Southeast corner of Old Cutler Road and SW 87 Avenue, as part of the road right-of-way improvement project to Old Cutler Road, from SW 87 Avenue to SW 97 Avenue and authorizes and directs the County Manager to employ appraisers and

Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
Page 2

obtain required environmental audits and acquire the right-of-way by dedication at values established by the appraisals.

The owners initially made an offer to sell their property to Miami-Dade County for \$110,000.00. This amount was based on their own professional appraisal, which was prepared November 1, 2006 by Cole Appraisal Company. Miami-Dade County then had the property appraised on February 14, 2007, which established the total value at \$75,000.00. Thereafter, an offer was extended to the nine (9) owners at the appraised value of \$75,000.00. Through further negotiations, the owners made a counteroffer in writing in the amount of \$95,000.00. Based on the differences of the appraisals and further negotiations, it is recommended that the subject property be purchased for \$95,000.00 from the willing sellers and the attached Sales Contract shown as Exhibit "D" be approved. This acquisition is an integral part of the overall project and will allow the County to continue on schedule for the construction of this project.



Assistant County Manager

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 day 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 day 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, 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, or Seller and Buyer may elect to have Buyer 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). 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.

MWA

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 Seller may, at Seller's sole cost and expense and prior to closing, promptly and diligently commence and complete all assessments, cleanups and monitoring of such contamination on the Property necessary to obtain full compliance with all applicable federal, state and local laws, rules and regulations and any other applicable governmental restriction. In the event that the contamination, if any, on the Property is of such a nature as to render the cleanup impossible, impractical or excessively burdensome upon the Seller, the Seller, in the Seller's sole discretion, may terminate this Contract by providing written notice to the Buyer of Seller's intent to do so.

7. **SURVEY.** The Seller has previously obtained at the Seller's cost and expense, and has provided to the Buyer, a certified survey of the Property prepared by a professional land surveyor ("the Seller's Survey"), a copy of which is attached hereto and labeled Exhibit "C."

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 Buyer's survey shows any encroachment on the Property not previously shown on the Seller's survey 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).

MANN

NONE

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 commercial signage or other improvement defined as personal property shall be removed or relocated from the property by the Seller, at his expense; however, Seller shall not be required to remove or to relocate landscaping.

11. **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 Buyer.

12. **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.

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

14. **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 Dade County Surtax on the Warranty Deed.

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

MBA

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 haven't 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 effectiveness of this Contract is when both parties have fully executed this document.

MW

26. **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. 1st Street, Suite 1610
Miami, Florida 33128-1970

as to Seller(s): Malcolm B. Wiseheart, Jr.
Carolyn W. Milne
George H.F. Milne
Elizabeth W. Joyce
Michael G. Joyce
Richard L. Little
Richard L. Little, Jr.
Cynthia L. Spellacy
Laura L. Evans
2840 S.W. Third Avenue
Miami, Florida 33129

MBW

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 was accepted and approved on the _____ day of _____, 2007, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

SELLER(S):

Malcolm B. Wiseheart, Jr.
Carolyn W. Milne
George H.F. Milne
Elizabeth W. Joyce
Michael G. Joyce
Richard L. Little
Richard L. Little, Jr.
Cynthia L. Spellacy
Laura L. Evans



Signed, sealed and delivered
in the presence of:

[Signature]
Witness
Print Name CARIDAD Leon

[Signature]
Witness
Print Name Blanca Diaz

By: [Signature]
Malcolm B. Wiseheart, Jr.

[Signature]
Witness
Print Name Lily Lou

[Signature]
Witness
Print Name Michele Connolly

By: [Signature]
Carolyn W. Milne

[Signature]
Witness
Print Name Danielle Delamantis

[Signature]
Witness
Print Name RICHARD S. HONG

By: [Signature]
George H. F. Milne

[Handwritten initials]

[Signature]
Witness
Print Name ARIDAD LEON

Blanca Diaz
Witness
Print Name Blanca Diaz

By: [Signature]
Elizabeth W. Joyce

[Signature]
Witness
Print Name ARIDAD LEON

Blanca Diaz
Witness
Print Name Blanca Diaz

By: [Signature]
Michael G. Joyce

William Spellacy III
Witness
Print Name William Spellacy III

[Signature]
Witness
Print Name Harry K. Goble

By: R L Little
Richard L. Little

[Handwritten mark]

Kelly Harris
Witness
Print Name Kelly Harris

Elizabeth Archer
Witness
Print Name Elizabeth Archer

By: Richard L. Little, Jr.
Richard L. Little, Jr.

William Spellacy III
Witness
Print Name William Spellacy III

Larry K. Goble
Witness
Print Name Larry K. Goble

By: Cynthia L. Spellacy
Cynthia L. Spellacy

M. Delgado
Witness
Print Name M. DELGADO

E. Hicks
Witness
Print Name E. Hicks

By: Laura L. Evans
Laura L. Evans

STATE OF Florida
COUNTY OF Miami-Dade

I HEREBY CERTIFY, that on this 16th day of May, 2007,
before me, an officer duly authorized to administer oaths and take acknowledgements,
personally appeared **Malcolm B. Wiseheart, Jr.**, 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.

WITNESS my hand and official Seal in the County and State aforesaid, on this
16th day of May, 2007.

Caridad Leon
Notary Signature
Caridad Leon
Print Name

NOTARY SEAL/STAMP

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


STATE OF New Jersey
COUNTY OF Bergen

I HEREBY CERTIFY, that on this 24 day of May, 2007,
before me, an officer duly authorized to administer oaths and take acknowledgements,
personally appeared **Carolyn W. Milne**, 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.

WITNESS my hand and official Seal in the County and State aforesaid, on this
24 day of May, 2007.

Donna Colasuono
Notary Signature
Donna Colasuono
Print Name

NOTARY SEAL/STAMP

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

STATE OF New Jersey
COUNTY OF Bergen

I HEREBY CERTIFY, that on this 24 day of May, 2007, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared **George H.F. Milne**, 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.

WITNESS my hand and official Seal in the County and State aforesaid, on this 24 day of May, 2007.

Donna Colasuono
Notary Signature
Donna Colasuono
Print Name

NOTARY SEAL/STAMP

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

DONNA COLASUONO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 18, 2008

STATE OF Florida
COUNTY OF Miami-Dade

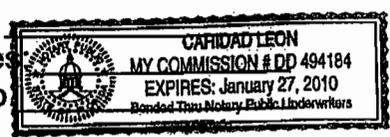
I HEREBY CERTIFY, that on this 16th day of May, 2007, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared **Elizabeth W. Joyce**, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal in the County and State aforesaid, on this 16th day of May, 2007.

Caridad Leon
Notary Signature
Caridad Leon
Print Name

NOTARY SEAL/STAMP

Notary Public, State of _____
My Commission Expires _____
Commission/Serial No _____



Handwritten signature

STATE OF Florida
COUNTY OF Miami-Dade

I HEREBY CERTIFY, that on this 16th day of May, 2007, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared **Michael G. Joyce**, 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.

WITNESS my hand and official Seal in the County and State aforesaid, on this 16th day of May, 2007.

Caridad Leon

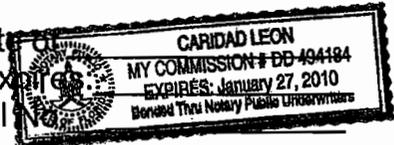
Notary Signature

CARIDAD LEON

Print Name

NOTARY SEAL/STAMP

Notary Public, State of
My Commission Expires
Commission/Serial No.



STATE OF Florida
COUNTY OF Alachua

I HEREBY CERTIFY, that on this 29 day of May, 2007, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared **Richard L. Little**, personally known to me, or proven, by producing the following identification: FL DL to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal in the County and State aforesaid, on this 29 day of May, 2007.

Emily G. Weeks

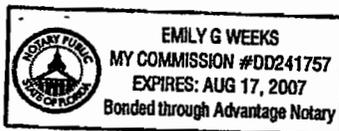
Notary Signature

EMILY G. WEEKS

Print Name

NOTARY SEAL/STAMP

Notary Public, State of FLORIDA
My Commission Expires: 8-17-07
Commission/Serial No. DD241757



MBW

STATE OF Florida
COUNTY OF Duval

I HEREBY CERTIFY, that on this 22nd day of May, 2007, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Richard L. Little Jr., 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.

WITNESS my hand and official Seal in the County and State aforesaid, on this 22nd day of May, 2007.

Suzanne S. Hart
Notary Signature
SUZANNE S. HART
Print Name

NOTARY SEAL/STAMP

Suzanne S. Hart
Commission # DD592988
Expires October 22, 2010
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Notary Public, State of Florida
My Commission Expires: 10/22/2010
Commission/Serial No. DD592988

STATE OF Florida
COUNTY OF Alachua

I HEREBY CERTIFY, that on this 29 day of May, 2007, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Cynthia L. Spellacy, personally known to me, or proven, by producing the following identification: FL DL to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal in the County and State aforesaid, on this 29 day of May, 2007.

Emily G. Weeks
Notary Signature
EMILY G. WEEKS
Print Name

NOTARY SEAL/STAMP


EMILY G WEEKS
MY COMMISSION #DD241757
EXPIRES: AUG 17, 2007
Bonded through Advantage Notary

Notary Public, State of FLORIDA
My Commission Expires: 8-17-07
Commission/Serial No. DD241757

MBW P

LEGAL DESCRIPTION

Lot 20, Block 15, TENALLA OCEAN FARMS ADDITION according to the plat thereof, recorded in Plat Book 12, Page 40 of the Public Records of Miami-Dade County, Florida.

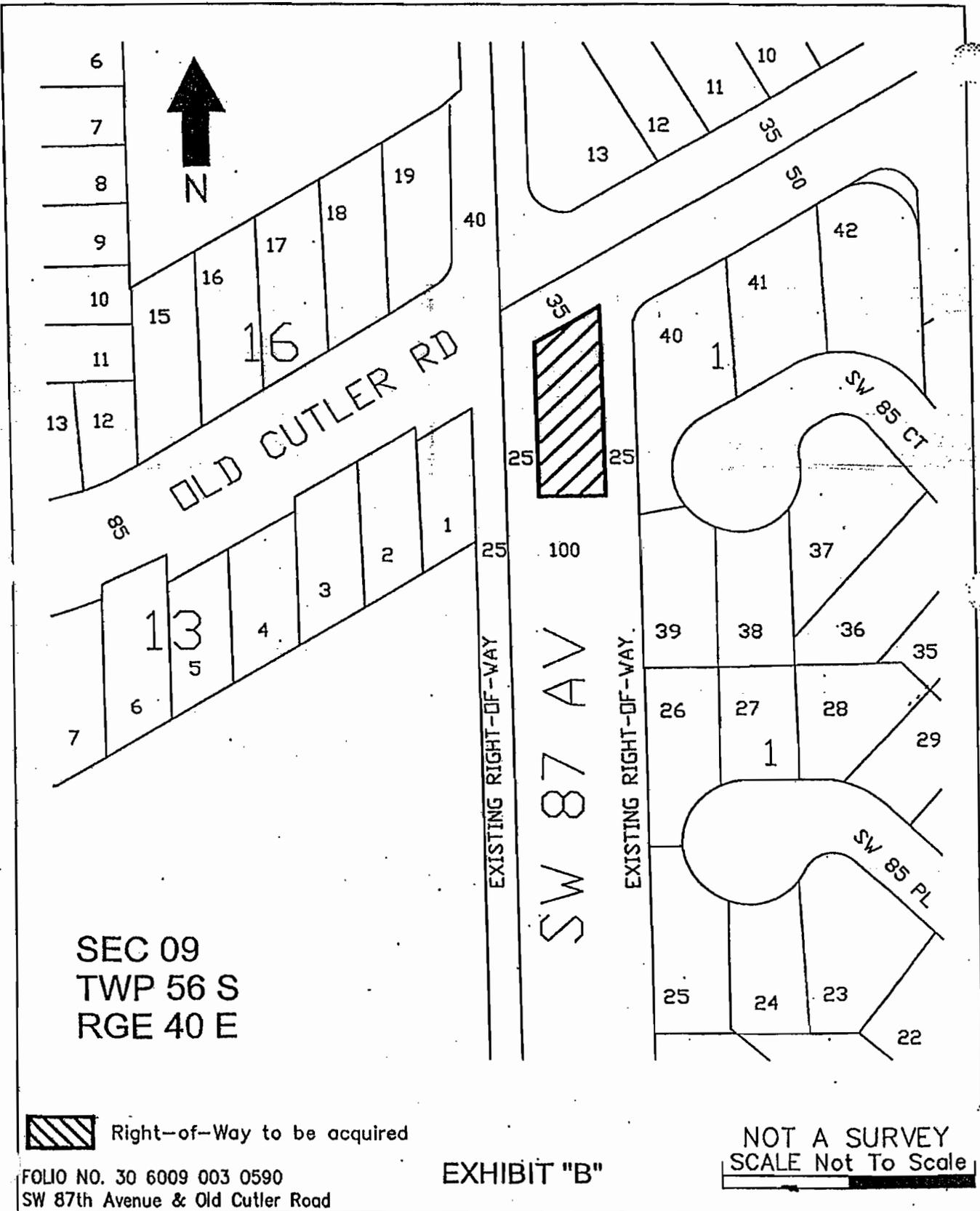
Subject to Right-of-Way dedications to Miami-Dade County in accordance with the Right-of-Way Deed recorded in Deed Book 2201, Pages 138 and 139 of the said Public Records of Miami-Dade County, Florida.

EXHIBIT "A"

1 of 1

Project No. 20050245
Miami-Dade.contract

man



b 21

MBW

