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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 4, 2007

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

From: George M. Burgess
County Manager

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

R-1306-07

Subject: Acquisition of approximately 1.363 acres of land, located at the Northwest Wellfield Buffer Area for the Water and Sewer Department

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Contract for Sale and Purchase to acquire 1.363 acres of land located in the Northwest Wellfield Buffer Area of the County, for $39,300.00, for the purpose of protecting the public water supply. This item was prepared by General Services Administration at the request of the Miami-Dade Water and Sewer Department (MDWASD).

OWNERS:	Vincent E. Lascara, Sr. Mary Alice Booth, Executor, Estate of A. J. Lascara Ellyn S. Becker, Executor, Estate of Ruth Becker Levinson Howard F. Sidman, Executor, Estate of Arlene R. Sidman
TAX FOLIO NUMBER:	30-3911-001-4550
SIZE:	Approximately 1.363 Acres of Vacant Land
LOCATION:	Unincorporated Miami-Dade County, Northwest Wellfield Buffer Area. West of the theoretical N.W. 127th Avenue and North of the theoretical N.W. 74th Street. (See attached sketch)
COMMISSION DISTRICT:	12
IMPACTED DISTRICTS:	Countywide
ZONING:	GU Interim. The proposed use is permitted under the current land use plan. As a result, a Governmental Facilities hearing is not required for this acquisition. The property is located within Commission District 12 and outside the Urban Development Boundary (UDB).
ENVIRONMENTAL:	No evidence of contamination or violations was sited in the environmental site assessment report prepared by the Department of Environmental Resources Management (DERM).
TAXES:	The account is current. Gross real estate taxes for 2006 were $72.56.
TRACK RECORD:	The County has no record of negative contract performance issues with the owners of the subject property.

/

PURCHASE PRICE: The property owners have agreed to sell the property for $39,300, which is below the County's appraised value of $46,240.

APPRAISED VALUE: A State-Certified Independent Appraiser hired by the County valued the property at $46,240. Pursuant to Chapter 125.355 of the Florida Statutes, only one appraisal is required for property acquisitions of $500,000 or less.

BACKGROUND: The Northwest Wellfield is the largest water supply wellfield in Miami-Dade County with a pumping capacity of 225 million gallons per day. The system is comprised of 15 wells installed along theoretical N.W. 137th Avenue, between N.W. 58th Street and N.W. 90th Street. This wellfield supplies the Hialeah/Preston Water Treatment Plant, which provides drinking water to the northern half of Miami-Dade County.

JUSTIFICATION: MDWASD is the owner of most of the parcels located in Sections 11, 12 and 14, which are in close proximity to the wellfield. The potential purchase of much of the remaining acreage is under negotiation with the private owners and the State of Florida. This area is considered ecologically fragile and it has been placed under strict federal regulations for the protection of the public drinking water. The subject parcel is within the 100-day Travel Time Protection Zone. The acquisition of the subject parcel will allow MDWASD to better protect the existing wellfield area.

FUNDING SOURCES: This acquisition is funded by the MDWASD Renewal and Replacement Fund established by County Bond Ordinance 93-134.

MONITOR: Shannon Clark, Real Estate Officer

Director
General Services Administration

MEMORANDUM

(Revised)

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

DATE: December 4, 2007

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

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

Please note any items checked.

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

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

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

12-04-07

RESOLUTION NO. **R-1306-07**

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE, IN THE AMOUNT OF $39,300, BETWEEN VINCENT E. LASCARA, SR., MARY ALICE BOOTH, EXECUTOR, ESTATE OF A. J. LASCARA, ELLYN S. BECKER, EXECUTOR, ESTATE OF RUTH BECKER LEVINSON, AND HOWARD F. SIDMAN, EXECUTOR, ESTATE OF ARLENE R. SIDMAN, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER OF APPROXIMATELY 1.363-ACRES LOCATED IN THE VICINITY OF N.W. 127TH AVENUE AND N.W. 74TH STREET, IN THE MIAMI-DADE COUNTY NORTHWEST WELLFIELD BUFFER AREA PROJECT, FOR THE PURPOSE OF PROTECTING THE PUBLIC WATER SUPPLY; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves a Contract for Sale and Purchase in the amount of $39,300.00, between Vincent E. Lascara, Sr., Mary Alice Booth, Executor, Estate of A. J. Lascara, Ellyn S. Becker, Executor, Estate of Ruth Becker Levinson, and Howard F. Sidman, Executor, Estate of Arlene R. Sidman, as Seller and Miami-Dade County as Buyer of 1.363 acres of land, located in the vicinity of N.W. 127th Avenue and N.W. 74th Street, in the Miami-Dade County Northwest Wellfield buffer area, for the purpose of protecting the public water supply; authorizing the County Mayor or his designee to execute the same for and on behalf of Miami-Dade County; and authorizing the County Mayor or his designee to exercise any and all other rights conferred therein.

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:

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	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 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

CONTRACT FOR SALE AND PURCHASE

Project: Northwest Wellfield Buffer Area
Folio No: 30-3911-001-4550

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 Vincent E. Lascara, Sr., whose address is 4505 Buckingham Drive, Portsmouth, VA 23703, Mary Alice Booth, Executor for the Estate of Anthony J. Lascara, whose address is 4700 Thornwood Street, Portsmouth, VA 23703, Ellyn S. Becker, Executor for the Estate of Ruth Becker Levinson, whose address is 611 Bellerive Court, Arnold MD 21012, and Howard F. Sidman, Executor for the Estate of Arlene R. Sidman, 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 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 $39,300.00 (Thirty-Nine Thousand Three Hundred and 00/100), by County check or wire transfer of U.S. funds. The purchase price shall be adjusted according to the net acreage as determined by the final survey as referred to in Paragraph 7 herein, and exclusive of any dedicated rights-of-way located, thereon. The purchase price to be paid at closing shall be subject to other adjustments and prorations provided for herein and will be paid at closing by County check for the Property referenced above.

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

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

date of this Contract, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the Statutory Warranty Deed. If the title commitment shows title to the Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option.

6. INSPECTIONS/HAZARDOUS MATERIALS. Seller shall, at Sellers 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. Seller 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. Seller, at Seller's sole cost and expense and not less than 30 days prior to closing, deliver to Buyer, a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida . The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty (60) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

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

9. TENANCIES. 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, 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 thirty (30) days of the Effective Date of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of closing shall be set by Buyer and Seller.

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

deemed necessary to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer.

14. BROKERS. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Sellers shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.

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

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

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

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

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

20. LITIGATION. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

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

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

23. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

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

25. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

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

27. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

28. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"), as well as public hearing 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:

Shannon Clark
Real Estate Officer
General Services Administration
111 NW 1st Street, Suite 2460
Miami, Florida 33128

as to Seller:

Vincent E. Lascara, Sr.
4505 Buckingham Drive
Portsmouth, VA 23703

Mary Alice Booth
Executor, Estate of Anthony J. Lascara
4700 Thornwood Street
Portsmouth, VA 23703

Ellyn S. Becker
Executor, Estate of Ruth Becker Levinson
611 Bellerive Court
Arnold, MD 21012

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

ATTEST:

By: _____
Clerk

BUYER:
MIAMI-DADE COUNTY

By: _____
County Manager

Date: _____

SELLER:
Vincent E. Lascara, Sr.

Margaret K Lane
Witness
Margaret K. Lane
Print

Witness
PATRICIA J. NESBITT
Print

By: Vincent E Lascara SR
Vincent E. Lascara, Sr.
Date: 03/19/07

SELLER:
Mary Alice Booth

Witness
KENNETH A. BOOTH
Print

By: Mary Alice Booth
Mary Alice Booth, as Executor of
The Estate Anthony J. Lascara

Date: 04-05-2007

Witness
Amy W. Geddings
Print

SELLER:
Ellyn S. Becker

Witness
William B. Cowan
Print

By: Ellyn S Becker
Ellyn S. Becker, as Executor of
The Estate of Ruth Becker Levinson

Date: 04-11-07

Witness
Penny K LeClair
Print

SELLER:

By:
Howard F. Sidman, as
Executor of the Estate of
Arlene R. Sidman

Date: 7-13-07

Approved as to form and legal sufficiency:

Assistant County Attorney

The foregoing was accepted and approved on the 6th day of June, 2000, by Resolution No. R-347-99 of the Board of County Commissioners of Miami-Dade County, Florida.

STATE OF Virginia
~~COUNTY~~ OF Portsmouth
City

I HEREBY CERTIFY, that on this 19 day of March, 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

Vincent E. Lascara, 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 BB+T, in the County and State aforesaid, on this, the 19 day of March, 2007.

Cynthia Welch (SEAL)
Notary Public

Cynthia Welch
Print Name
Notary Public, State of Virginia
My Commission expires 9.30.2010
9.30.2010

NOTARY SEAL / STAMP

STATE OF Maryland
COUNTY OF Queen Anne

I HEREBY CERTIFY, that on this 11 day of April, 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Ellyn S. Becker**, personally known to me, or proven, by producing the following identification: Maryland Drivers Licen- to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 11 day of April, 2007.

WILLIAM B. COGAR
Notary Public
Queen Annes County
Maryland
My Commission Expires Oct 2, 2010

William B Cogan (SEAL)
Notary Public
William B. Cogan
Print Name
Notary Public, State of Maryland
My Commission expires Oct. 2, 2010

NOTARY SEAL / STAMP

STATE OF Virginia
COUNTY OF Chesapeake

I HEREBY CERTIFY, that on this 5 day of April, 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Mary Alice Booth**, 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 RBNT, in the County and State aforesaid, on this, the 5 day of April, 2007.

Cynthia Welch (SEAL)
Notary Public

Cynthia Welch
Print Name
Notary Public, State of Virginia
My Commission expires 9.30.2010

NOTARY SEAL / STAMP

STATE OF New York
COUNTY OF New York

I HEREBY CERTIFY, that on this 13 day of July, 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Howard F. Sidman, 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 Jones Day, in the County and State aforesaid, on this, the 13 day of July, 2007.

Danielle Holland (SEAL)
Notary Public

Danielle Holland
Print Name

NOTARY SEAL/STAMP

Notary Public, State of New York
My commission expires: 11/21/10

DANIELLE HOLLAND
NOTARY PUBLIC, State of New York
No. 01HO4944537
Qualified in New York County
Commission Expires November 21, 2010

EXHIBIT "A"
Legal Description

Folio No.: 30-3911-001-4550
1.363 Acres

The West 180.00 feet of the East 360.00 feet of Tract 43 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1 of Section 11, Township 53 South, Range 39 East, Miami-Dade County, Florida, according to the plat thereof recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, Florida.

My Home

miamidade.gov

ACTIVE TOOL: SELECT

MIAMI-DADE

Show Me:

Property Information

Search By:

Select Item

Text only

Property Appraiser Tax Estimator

Summary Details:

Folio No.:	30-3911-001-4550
Property:	
Mailing Address:	VINCENT LASCARA SR & A J LASCARA %RUTH BECKER LEVINSON 5225 POOKS HILL RD # 922N BETHESDA MD 20814-

Property Information:

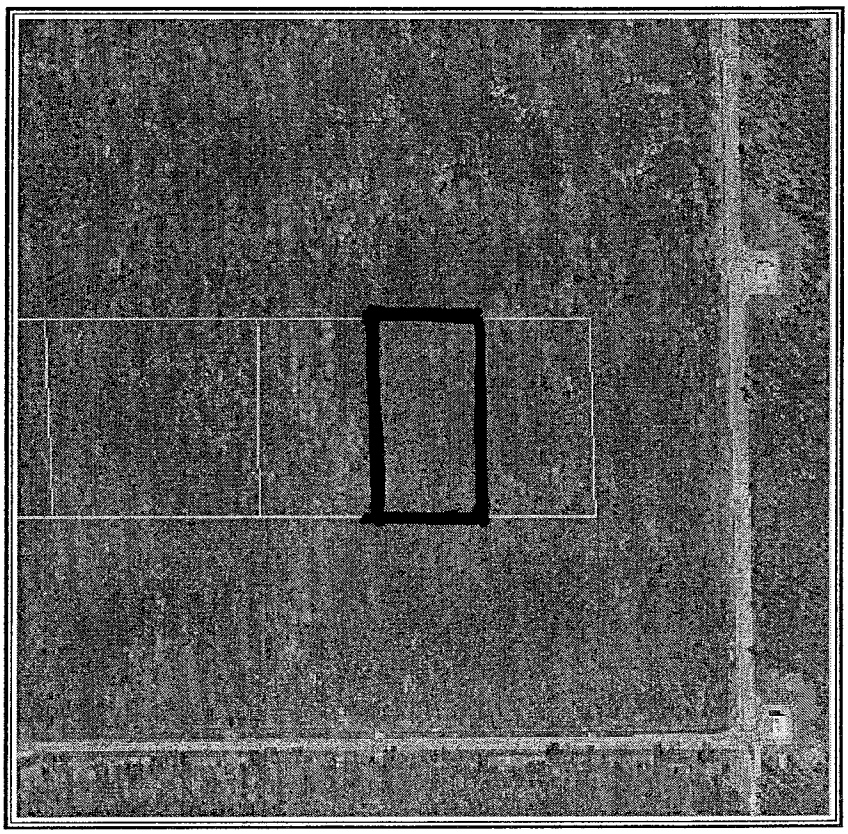
Primary Zone:	8900 UNZONED
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	1 ACRES
Year Built:	0
Legal Description:	11 53 39 1.363 AC FLA FRUIT LAND CO SUB PB 2-17 W180FT OF E360FT OF TR 43 OR 11217-1168 0981

Sale Information:

Sale O/R:	106820606
Sale Date:	2/1980
Sale Amount:	$9,500

Assessment Information:

Year:	2007	2006
Land Value:	$2,181	$2,181
Building Value:	$0	$0
Market Value:	$2,181	$2,181
Assessed Value:	$2,181	$2,181
Total Exemptions:	$0	$0
Taxable Value:	$2,181	$2,181



Digital Orthophotography - 2006

0 ——— 133 ft

Legend

- Property Boundary
- Selected Property
- Street
- Highway
- Miami-Dade County
- Water

N W E S

We appreciate your feedback, please take a minute to complete our survey.

My Home | Property Information | Property Taxes | My Neighborhood | Property Appraiser

Home | Using Our Site | About | Phone Directory | Privacy | Disclaimer

If you experience technical difficulties with the Property Information application, please click here to let us know.

E-mail your comments, questions and suggestions to Webmaster

Web Site
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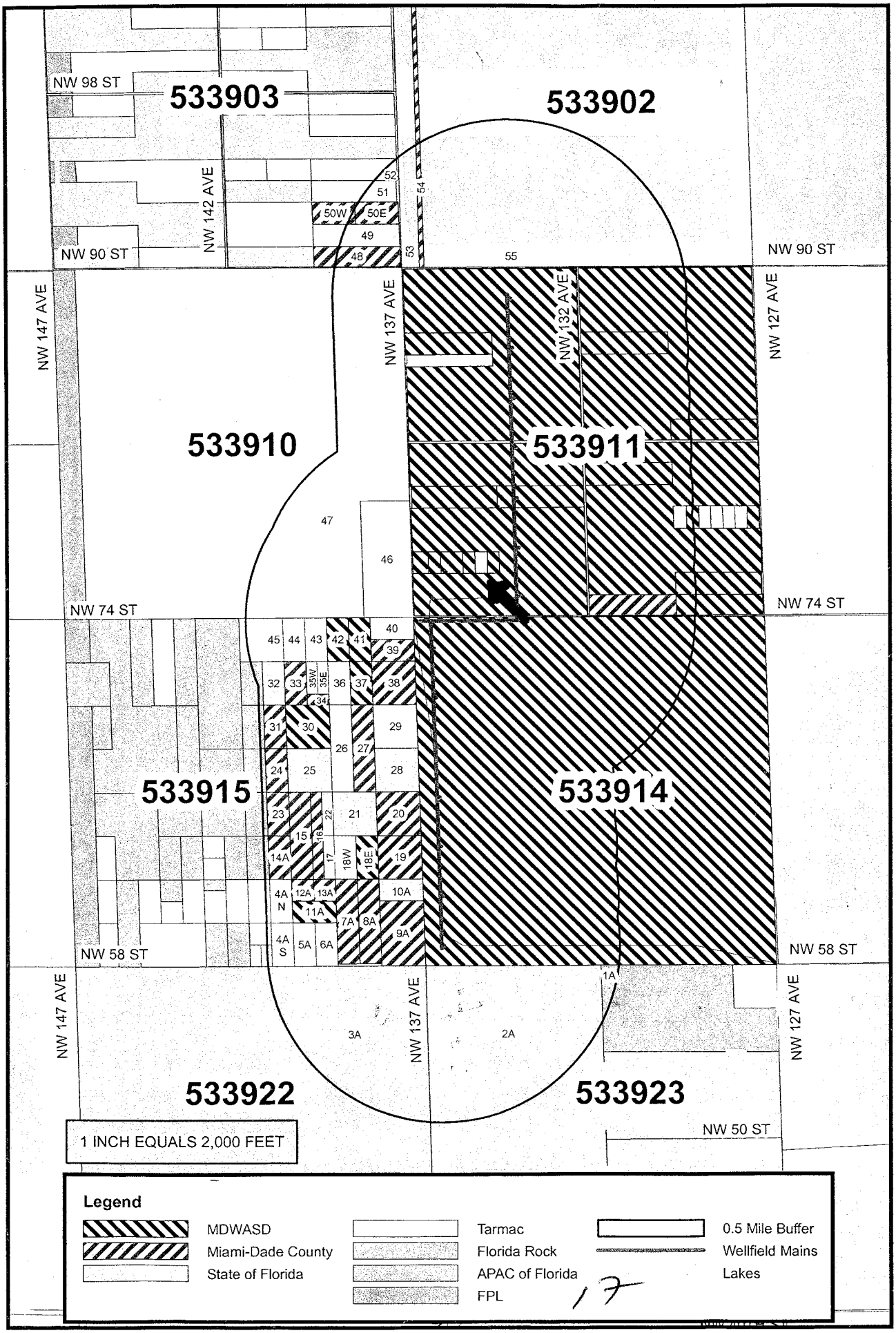
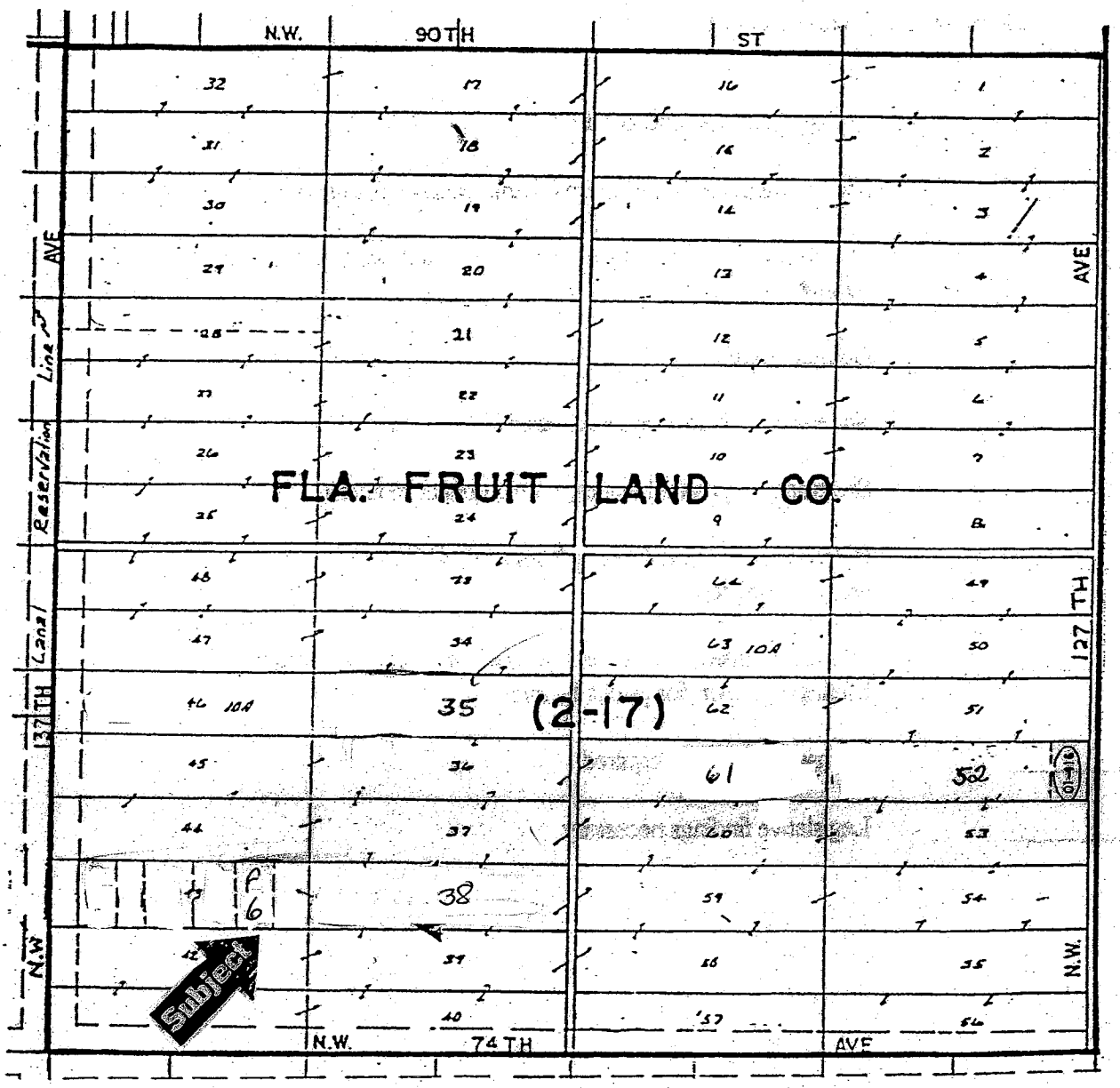


Northwest Wellfield Buffer Area Acquisitions

MIAMI-DADE WATER AND SEWER DEPARTMENT

February 2005

Utilies Development Division
RoW Section - VMR

Acquisition Parcels of the Northwest Wellfield
Miami-Dade Water and Sewer Department

Section 11, Township 53 South, Range 39 East