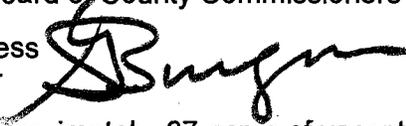


Date: June 30, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

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

From: George M. Burgess
County Manager



Resolution No. R-909-09

Subject: Acquisition of approximately .37-acres of vacant land located at 6398 S.W. 35 Street, Miami, for the purpose of developing Coral Villas Park

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Contract for Sale and Purchase of approximately .37-acres of vacant land comprised of two (2) platted lots located at 6398 S.W. 35 Street, Miami, for \$400,000 from Phyllis Schwartz, Nathaniel M. Schwartz and Keile Allen-Schwartz, for the purpose of developing Coral Villas Park. This item was prepared by General Services Administration at the request of the Miami-Dade Park and Recreation Department.

OWNER: Phyllis Schwartz, Nathaniel M. Schwartz and Keile Allen-Schwartz

TAX FOLIO NUMBERS: 30-4013-006-7595 and 30-4013-006-7590

SIZE: .37-acres, more or less of vacant land

LOCATION: 6398 S.W. 35 Street, Miami

COMMISSION DISTRICT: 6

COMMISSION DISTRICT
IMPACTED: 6

ZONING: The lots are zoned RU-1, Single Family Residential District by Miami-Dade County and are designated under the 2015-2025 Comprehensive Development Master Plan for Low Density Residential development. The proposed park use is permitted under the current zoning; therefore, a Governmental Facilities hearing is not required pursuant to Section 33-303 of the Code of Miami-Dade County.

ENVIRONMENTAL: An environmental site assessment has been prepared by the Department of Environmental Resources Management (DERM) and no evidence of contamination is cited in the report.

ASSESSED VALUE: The 2008 combined assessed value for the two (2) lots is \$462,237.00.

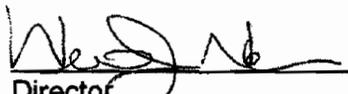
- TAXES:** The combined gross amount of real estate taxes paid for the year 2008 were \$8,605.56.
- TRACK RECORD:** The County has no record of negative contract performance issues with Phyllis Schwartz, Nathaniel M. Schwartz and Keile Allen-Schwartz.
- PURCHASE PRICE:** After extended negotiations, several offers and counter offers, the property owner agreed to sell the property for \$400,000.00.
- APPRAISED VALUE:** The property was appraised by two State-Certified Appraisers hired by the County. One appraiser valued the property at \$435,000.00 and the other appraiser valued the property at \$355,000.00. The dates of valuation are March 23, 2009 and January 2, 2009, respectively. Attached are copies of the Summary of Salient Facts from the appraisals.
- BACKGROUND:** The proposed park is a vacant parcel of land comprised of two (2) platted residential lots located at the northeast corner of S.W. 64 Avenue and S.W. 35 Street. Land uses within this neighborhood are primarily single family residences on typical 7,500 square foot lots. The property is surrounded by the municipalities of Coral Gables to the east, West Miami to the north and South Miami to the south. The residents of the area have expressed the need for a park in the immediate area where they can gather to enjoy passive recreational activities.
- JUSTIFICATION:** The proposed park will complement the neighboring properties and surrounding residential area by providing public facilities for the enjoyment of individuals of all ages. Currently, there are two (2) parks in the community, Shenley Park and Coral Gables Wayside Park. Shenley Park, located at the intersection of S.W. 57 Avenue and S.W. 27 Street, primarily serves residents in the northeast corner of the community. Coral Gables Wayside Park, located along S.W. 57 Avenue on both sides of the Coral Gables Canal, south of S.W. 33 Street is comparatively small and serves the local residents.
- Playground equipment and a walking path around the perimeter of the property are being considered as part of the park design. The development of the .37-acre park will adhere to the Comprehensive Development Master Plan (CDMP) guidelines and will be designed compatibly with the surrounding area.

Honorable Chairman Dennis C. Moss
And Members, Board of County Commissioners
Page 3

FUNDING SOURCES: The acquisition will be funded by Open Space Impact Fees. The allocation of \$16,500 for park improvements is currently committed from the Improvement Impact Fee fund. The property will remain vacant until the time of development.

MONITOR: Daniel O. Borges, Real Estate Officer

DELEGATED AUTHORITY: Authorizes the County Mayor or County Mayor's designee to execute a Contract for Sale and Purchase and take all actions necessary to accomplish the purchase of the property.



Director
General Services Administration



MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: June 30, 2009

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

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

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 Mayor'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)(C)
6-30-09

RESOLUTION NO. R-909-09

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE, IN THE AMOUNT OF \$400,000, BETWEEN PHYLLIS SCHWARTZ, NATHANIEL M. SCHWARTZ AND KEILE ALLEN-SCHWARTZ, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER OF APPROXIMATELY .37 ACRES OF VACANT PROPERTY LOCATED AT 6398 S.W. 35 STREET, MIAMI, FOR THE DEVELOPMENT OF THE CORAL VILLAS PARK; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S 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 substantially the form attached hereto in the amount of \$400,000, between Phyllis Schwartz, Nathaniel M. Schwartz and Keile Allen-Schwartz, as Seller, and Miami-Dade County as Buyer of approximately .37 acres of vacant property, located at 6398 S.W. 35 Street, Miami, and legally described in Exhibit "A" attached to said contract for the development of the Coral Villas Park; and authorizing the County Mayor or County Mayor's designee to execute the same for and on behalf of Miami-Dade County; and authorizing the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein.

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

Dennis C. Moss, Chairman	aye		
Jose "Pepe" Diaz, Vice-Chairman	absent		
Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	absent
Dorin 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 2nd day of July, 2009. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

Thomas Goldstein

CONTRACT FOR SALE AND PURCHASE

Project: Coral Villas Park
Folio No 30-4013-006-7595; 30-4013-006-7590

This Contract for Sale and Purchase is entered into as of the _____ day of _____, 2009 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and PHYLIS SCHWARTZ, NATHANIEL M. SCHWARTZ and KEILE ALLEN-SCHWARTZ, , hereinafter referred to as "Sellers."

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, hereto and incorporated herein by this reference, 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 \$400,000.00 (Four Hundred Thousand and 00/100), by County check or wire transfer of U.S. funds. The purchase price to be paid at closing shall be subject to adjustments and prorations provided for herein and will be paid at closing by County check or wire transfer for the Property referenced above.

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

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

5. TITLE INSURANCE. Buyer may, at its expense, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a 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 Warranty Deed. If the title commitment shows title to the Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option.

6. INSPECTIONS/HAZARDOUS MATERIALS. Buyer shall, at Buyers sole cost and expense and at least thirty (30) days from the effective date of this Contract, furnish to Seller an environmental site assessment of the Property. 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 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. Provided, however, that Sellers in Sellers' sole discretion, may elect in writing to repair such defects to Buyer's satisfaction, by so notifying Buyer in writing within 15 days of Sellers' receipt of Buyer's notice of such defects. If Sellers repairs such defects by Closing, then the parties shall proceed to Closing. If Sellers are unable 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 Sellers' 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. Sale is strictly "as is", except for the warranties contained in the Warranty Deed or specified herein.

7. SURVEY. Buyer, at Buyer's sole cost and expense and not less than 30 days prior to closing, may obtain 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 Closing 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 match the legal description of the Real property as shown on Exhibit A of this Contract.

8. **RIGHT TO ENTER REAL PROPERTY.** Sellers 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 Sellers harmless for claims, demands, losses, costs, damages or injury caused by or incurred 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 Sellers, except with the express written consent of Sellers. Buyer hereby agrees to indemnify, protect and hold harmless Sellers from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract, subject to all limitations of Section 768.28. 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.** Sellers 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 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 forty-five (45) 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. Closing shall take place in Miami-Dade County, Florida.

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. Time periods shall be measured in calendar days. If any time period ends on a Saturday, Sunday or legal holiday, then

such time period shall be automatically extended through to 5:00 PM on the next business day.

14. **BROKERS.** Both parties warrant and represent that there are no real estate broker on this transaction. Each party shall hold the other party 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.

a. Each party warrants and represents that it has not been involved with any real estate broker or agent during this transaction. The provisions of Section 14 shall service closing and delivery of the Warranty Deed, or the termination of this Agreement.

15. **EXPENSES.** Buyer 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 known to Sellers 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 by Buyer or which Buyer cannot discover during customary due diligence.

22. **SUCCESSORS IN INTEREST.** This Contract will insure 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 exclusively 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 for governmental facility approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable; provided, however, that such Board approval 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. The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract.

29. **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.

30. **NOTICE.** All communications regarding this transaction shall be directed to:
as to Buyer: Daniel O. Borges
Real Estate Officer
General Services Administration
111 NW 1st Street, Suite 2460
Miami, Florida 33128

as to Seller: Mr. Nathaniel Schwartz
5831 SW 26 Street
Miami, Florida 33155

With a copy to: Michael G. Bass, Esq.
8900 S.W. 107 Ave, Suite 206
Miami, Florida 33176

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

ATTEST:

BUYER:
MIAMI-DADE COUNTY

By: _____
Clerk

By: _____
County Mayor

Date: _____

SELLER:

Virginia Murphy
Witness
Virginia Murphy
Print

By: Phyllis Schwartz
Phyllis Schwartz

Momoko Sudo
Witness
Momoko Sudo
Print

Virginia Murphy
Witness
Virginia Murphy
Print

By: Nathaniel M. Schwartz
Nathaniel M. Schwartz

Momoko Sudo
Witness
Momoko Sudo
Print

Virginia Murphy
Witness
Virginia Murphy
Print

By: [Signature]
Keife Allen Schwartz

Mumoko Sudo
Witness
Mumoko Sudo
Print

Approved as to form and legal sufficiency:

Assistant County Attorney

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY, that on this 8th day of April, 2009, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Phyllis Not or Keife Schwab personally known to me, or proven, by producing the following identification: _____ to be the persons who executed the foregoing instrument on behalf of the company.

WITNESS my hand and official Seal at Miami FL, in the County and State aforesaid, on this, the 8th day of April, 2009.

Notary Public

[Signature]

 JORDANA SELIGMANN
MY COMMISSION # DD 560430 (SEAL)
EXPIRES June 5, 2010
Bonded Thru Budget Notary Services

Print Name Jordana Seligmann

NOTARY SEAL / STAMP

Notary Public, State of _____
My Commission expires _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____, 2009, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, personally known to me, or proven, by producing the following identification: _____ to be the persons who executed the foregoing

instrument on behalf of the company.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the ____ day of _____, 2009.

Notary Public _____ (SEAL)

Print Name

NOTARY SEAL / STAMP Notary Public, State of _____
My Commission expires _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____, 2009, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, personally known to me, or proven, by producing the following identification: _____ to be the persons who executed the foregoing instrument on behalf of the company.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the ____ day of _____, 2009.

Notary Public _____ (SEAL)

Print Name

NOTARY SEAL / STAMP Notary Public, State of _____
My Commission expires _____

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

EXHIBIT A

Folio Nos.: 30-4013-006-7595; 30-4013-006-7590

Legal Description

Lots 1 & 2, Block 43, CORAL VILLAS REVISED, as recorded in Plat Book 8, Page 27 of the Public Records of Miami Dade County, Florida.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Type	Two contiguous vacant residential properties.
Location	6398 SW 35 th Street and 35xx SW 64 th Avenue Miami, Florida.
Land Size	16,125 Square Feet (.37 acres)
Purpose	Current Market Value
Date of Value	March 23, 2009
Market Value	\$435,000

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I. SUMMARY OF FACTS AND CONCLUSIONS



The Assignment: To estimate the market value of the fee simple interest of the property described in this report.

Location: The southeast corner of S.W. 64 Avenue and S.W. 35 Street, Unincorporated Miami-Dade County, Florida

Property Owner: Phyllis Schwartz, Nathaniel M. Schwartz and Keile Allen-Schwartz
345 Bird Road
Miami, Florida 33146

Folio Nos.: 30-4013-006-7590 and 7595

Property Description: Two subdivided residential lots totaling 16,125 square feet and averaging 8,063 square feet. Both lots have been cleared of improvements, are at close to road grade and are vegetated with trees along the street frontages.

Zoning and Planning: The lots are zoned RU-1, Single Family Residential District by Miami-Dade County and are designated under the 2015-2025 Comprehensive Development Master Plan as Low Density Residential.

Total Assessment & Taxes (2008):

Land Assessment (2 lots):	\$462,237
Building Assessment:	\$ 0
Total Assessment:	\$462,237
Real Estate Taxes:	\$ 8,605

Highest and Best Use: Residential development consistent with zoning

Estimate of Market Value: \$355,000

Date of Value: January 2, 2009

Appraisers: Edward N. Parker, MAI
Geoffrey D. Heath, MAI

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My Home
Miami-Dade County, Florida



miamidade.gov

Property Information Map



Digital Orthophotography - 2007

0 — 115 ft

This map was created on 5/13/2009 9:01:57 AM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.



Summary Details:

Folio No.:	30-4013-006-7590
Property:	
Mailing Address:	PHYLLIS SCHWARTZ & NATHANIEL M SCHWARTZ &W KEILE A 345 BIRD ROAD MIAMI FL 33146-1404

Property Information:

Primary Zone:	0100 SINGLE FAMILY RESIDENCE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	8,625 SQ FT
Year Built:	0
Legal Description:	CORAL VILLAS REV PB 8-27 LOT 1 BLK 43 LOT SIZE 57.500 X 150 OR 23365-3056 24821-2313 0405 2

Sale Information:

Sale O/R:	23365-3056
Sale Date:	4/2005
Sale Amount:	\$555,000

Assessment Information:

Year:	2008	2007
Land Value:	\$247,243	\$247,243
Building Value:	\$0	\$0
Market Value:	\$247,243	\$247,243
Assessed Value:	\$247,243	\$247,243

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$247,243	\$0/\$247,243
County:	\$0/\$247,243	\$0/\$247,243
School Board:	\$0/\$247,243	\$0/\$247,243

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My Home
Miami-Dade County, Florida



miamidade.gov

Property Information Map



Digital Orthophotography - 2007

0 — 115 ft

This map was created on 5/13/2009 9:01:41 AM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.



Summary Details:

Folio No.:	30-4013-006-7595
Property:	
Mailing Address:	PHYLLIS SCHWARTZ & NATHANIEL M SCHWARTZ &W KEILE A 345 BIRD ROAD MIAMI FL 33146-1404

Property Information:

Primary Zone:	0100 SINGLE FAMILY RESIDENCE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	7,500 SQ FT
Year Built:	0
Legal Description:	CORAL VILLAS REV PB 8-27 LOT 2 BLK 43 LOT SIZE 50.000 X 150 FAU 30 4013 006 7590 OR 23365-3056 0405 2

Sale Information:

Sale O/R:	23365-3056
Sale Date:	4/2005
Sale Amount:	\$555,000

Assessment Information:

Year:	2008	2007
Land Value:	\$214,994	\$214,994
Building Value:	\$0	\$0
Market Value:	\$214,994	\$214,994
Assessed Value:	\$214,994	\$214,994

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$214,994	\$0/\$214,994
County:	\$0/\$214,994	\$0/\$214,994
School Board:	\$0/\$214,994	\$0/\$214,994

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